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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 March 31, 2012

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	**95-3540776**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
One Amgen Center Drive, Thousand Oaks, California	**91320-1799**
(Address of principal executive offices)	(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 April 26, 2012, the registrant had 777,707,877 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 March 31,	
	2012	**2011**
Revenues:		
Product sales	$ 3,901	$ 3,618
Other revenues	147	88
Total revenues	4,048	3,706
Operating expenses:		
Cost of sales (excludes amortization of certain acquired intangible assets presented separately)	679	564
Research and development	736	736
Selling, general and administrative	1,076	1,023
Amortization of certain acquired intangible assets	74	74
Other	6	16
Total operating expenses	2,571	2,413
Operating income	1,477	1,293
Interest expense, net	235	135
Interest and other income, net	124	148
Income before income taxes	1,366	1,306
Provision for income taxes	182	181
Net income	$ 1,184	$ 1,125
Earnings per share:		
Basic	$ 1.50	$ 1.21
Diluted	$ 1.48	$ 1.20
Shares used in calculation of earnings per share:		
Basic	791	933
Diluted	800	941
Dividends paid per share	$ 0.36	$ —

See accompanying notes.

AMGEN INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In millions)
(Unaudited)

	Three months ended March 31,	
	2012	**2011**
Net income	$ 1,184	$ 1,125
Other comprehensive loss, net of reclassification adjustments and income taxes	(65)	(162)
Comprehensive income	$ 1,119	$ 963

See accompanying notes.

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

	March 31, 2012	December 31, 2011
ASSETS		
Current assets:		
Cash and cash equivalents	$ 4,207	$ 6,946
Marketable securities	15,167	13,695
Trade receivables, net	2,988	2,896
Inventories	2,499	2,484
Other current assets	1,994	1,572
Total current assets	26,855	27,593
Property, plant and equipment, net	5,392	5,420
Intangible assets, net	3,445	2,584
Goodwill	12,121	11,750
Other assets	1,437	1,524
Total assets	$ 49,250	$ 48,871
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 891	$ 642
Accrued liabilities	5,026	5,028
Current portion of long-term debt	2,381	84
Total current liabilities	8,298	5,754
Long-term debt	19,028	21,344
Other noncurrent liabilities	3,050	2,744
Contingencies and commitments		
Stockholders' equity:		
Common stock and additional paid-in capital; $0.0001 par value; 2,750.0 shares authorized; outstanding - 781.1 shares in 2012 and 795.6 shares in 2011	28,212	27,777
Accumulated deficit	(9,444)	(8,919)
Accumulated other comprehensive income	106	171
Total stockholders' equity	18,874	19,029
Total liabilities and stockholders' equity	$ 49,250	$ 48,871

See accompanying notes.

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

	Three months ended March 31,	
	2012	**2011**
Cash flows from operating activities:		
Net income	$ 1,184	$ 1,125
Depreciation and amortization	259	273
Stock-based compensation expense	75	77
Other items, net	67	14
Changes in operating assets and liabilities, net of acquisitions:		
Trade receivables, net	(92)	(181)
Inventories	(16)	(78)
Other assets	(133)	(62)
Accounts payable	226	104
Accrued income taxes	(60)	8
Other liabilities	(538)	(250)
Net cash provided by operating activities	972	1,030
Cash flows from investing activities:		
Purchases of property, plant and equipment	(144)	(100)
Cash paid for acquisitions, net of cash acquired	(969)	(403)
Purchases of marketable securities	(6,133)	(7,203)
Proceeds from sales of marketable securities	4,740	6,933
Proceeds from maturities of marketable securities	160	224
Other	—	(6)
Net cash used in investing activities	(2,346)	(555)
Cash flows from financing activities:		
Repurchases of common stock	(1,375)	(14)
Repayment of debt	(84)	(2,500)
Dividends paid	(285)	—
Net proceeds from issuance of common stock in connection with the Company's equity award programs	374	16
Other	5	2
Net cash used in financing activities	(1,365)	(2,496)
Decrease in cash and cash equivalents	(2,739)	(2,021)
Cash and cash equivalents at beginning of period	6,946	3,287
Cash and cash equivalents at end of period	$ 4,207	$ 1,266

See accompanying notes.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2012
(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 months ended March 31, 2012 and 2011, 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.

Certain prior year amounts shown within Cash flows from operating activities in our Condensed Consolidated Statements of Cash Flows have been reclassified to conform to the current year presentation.

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, 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.

Property, plant and equipment, net

Property, plant and equipment is recorded at historical cost, net of accumulated depreciation and amortization of $5.9 billion and $5.8 billion as of March 31, 2012, and December 31, 2011, respectively.

Comprehensive income

In January 2012, we adopted a new accounting standard which requires additional disclosures for comprehensive income. As permitted under this standard, we have elected to present comprehensive income in two separate but consecutive financial statements, consisting of a statement of income followed by a separate statement of comprehensive income. This standard is required to be applied retrospectively beginning January 1, 2012, except for certain provisions for which adoption was delayed.

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

2. Business combinations

Micromet, Inc.

On March 7, 2012, we acquired Micromet, Inc. (Micromet), a publicly held biotechnology company focused on the discovery, development and commercialization of innovative antibody-based therapies for the treatment of cancer, which became a wholly owned subsidiary of Amgen. This transaction, which was accounted for as a business combination, provides us with an opportunity to further expand our oncology pipeline. Micromet's operations have been included in our consolidated financial statements commencing on the acquisition date.

The consideration to acquire Micromet totaled $1,146 million in cash, including $47 million which remains to be paid as of March 31, 2012. This consideration was allocated to the acquisition date fair values of assets acquired and liabilities assumed as follows (in millions):

Indefinite-lived intangible assets:	
In-process research and development (IPR&D)	$ 440
Contract assets	170
Finite-lived intangible assets — Developed technology	350
Goodwill	368
Cash and marketable securities	154
Deferred tax liabilities	(317)
Other assets (liabilities) acquired, net	(19)
Total consideration	$ 1,146

The estimated fair value of acquired IPR&D is related to blinatumomab which is in phase 2 clinical development for the treatment of acute lymphoblastic leukemia. 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 that represents the estimated rate that market participants would use to value this intangible asset. The projected cash flows from blinatumomab were based on certain assumptions, including estimates of future revenues and expenses, the time and resources needed to complete development and the probabilities of obtaining marketing approval from the U.S. Food and Drug Administration (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 research and development (R&D) efforts.

The major risks and uncertainties associated with the timely and successful completion of development and commercialization of blinatumomab include our ability to confirm its safety and efficacy based on data from clinical trials, our ability to obtain necessary regulatory approvals and our ability to successfully complete these tasks within budgeted costs. We are not able to market a human therapeutic without obtaining regulatory approvals, and such approvals require completing clinical trials that demonstrate a product candidate is safe and effective. Consequently, the eventual realized value of the acquired IPR&D may vary from its estimated fair value at the date of acquisition. The estimated incremental R&D costs to be incurred to obtain necessary regulatory approvals for blinatumomab are not material in any given year.

Contract assets represent the aggregate estimated fair values of receiving future milestone and royalty payments associated with various outlicensing arrangements previously entered into by Micromet. The fair values of these contracts were determined by estimating the probability weighted net cash flows associated with the agreements that may be received from the other parties discounted to present value using a discount rate that represents the estimated rate that market participants would use to value these intangible assets. These contract assets are considered indefinite-lived intangible assets and their assigned values will be expensed when the related revenues are earned or the associated R&D efforts are abandoned by the licensees.

The developed technology acquired relates to Micromet's bi-specific T-cell engager technology platform which has produced various product candidates that are currently being developed as cancer treatments by Micromet and others and may lead to the development of additional product candidates. The fair value of this technology was determined by estimating the probability weighted net cash flows attributable to this technology discounted to present value using the estimated rate that market participants would use to value this intangible asset. The fair value of this technology is being amortized on a straightline basis over its estimated useful life of 10 years.

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

The excess of the acquisition date consideration over the fair values assigned to the assets acquired and the liabilities assumed of $368 million was recorded as goodwill, which is not deductible for tax purposes. Goodwill is attributable primarily to expected synergies and other benefits from combining Micromet with our oncology development and commercialization activities and the deferred tax consequences of indefinite-lived and finite-lived intangible assets recorded for financial statement purposes.

We are currently in the process of analyzing information regarding net operating losses, tax credits, certain other tax related items, and certain other assets and liabilities acquired to determine their acquisition date values. Accordingly, our accounting for this acquisition is preliminary and will be finalized upon completion of this analysis.

Pro forma supplemental consolidated results of operations for the three months ended March 31, 2012 and 2011, that assumes the acquisition of Micromet occurred on January 1, 2011, are not provided because those results would not be materially different from our reported consolidated results of operations.

In addition to the increase in goodwill for the acquisition of Micromet discussed above, goodwill increased by $3 million for the three months ended March 31, 2012, due to changes in foreign currency exchange rates.

3. Income taxes

The effective tax rates for the three months ended March 31, 2012 and 2011 are different from the federal statutory rates 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 months ended March 31, 2012 and 2011 were further reduced by foreign tax credits associated with the Puerto Rico excise tax described below. The federal Research and Experimentation (R&E) tax credit expired as of December 31, 2011 and was not reinstated as of March 31, 2012. Therefore our effective tax rate for the three months ended March 31, 2012 does not include a benefit for the federal R&E tax credit.

Commencing January 1, 2011, Puerto Rico imposes a temporary excise tax on the purchase of goods and services from a related manufacturer in Puerto Rico. The excise tax is imposed over a six year period beginning in 2011 with the excise tax rate declining in each year (4% in 2011, 3.75% in 2012, 2.75% in 2013, 2.5% in 2014, 2.25% in 2015, and 1% 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 when the excise tax is incurred. Our effective tax rates for the three months ended March 31, 2012 and 2011, would have been 18.5% and 18.8%, respectively, without the impact of the foreign tax credits associated with the Puerto Rico excise tax.

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.

During the three months ended March 31, 2012, the gross amount of our uncertain tax benefits (UTBs) increased by approximately $75 million as a result of tax positions taken during the current year. Substantially all of the UTBs as of March 31, 2012, if recognized, would affect our effective tax rate. As of March 31, 2012, we believe it is reasonably possible that our gross liabilities for UTBs may decrease by approximately $330 million within the succeeding twelve months due to the resolution of federal and state audits.

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, which include principally: shares that may be issued under our stock option, restricted stock and performance unit awards, determined using the treasury stock method; our outstanding convertible notes, 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.

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

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 months ended March 31, 2012 and 2011, the conversion value for our convertible notes was less than the related principal amount 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 March 31,	
	2012	**2011**
Income (Numerator):		
Net income for basic and diluted EPS	$ 1,184	$ 1,125
Shares (Denominator):		
Weighted-average shares for basic EPS	791	933
Effect of dilutive securities	9	8
Weighted-average shares for diluted EPS	800	941
Basic EPS	$ 1.50	$ 1.21
Diluted EPS	$ 1.48	$ 1.20

For the three months ended March 31, 2012 and 2011, there were employee stock-based awards, calculated on a weighted-average basis, to purchase 11 million and 39 million shares of our common stock, respectively, 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.

5. Collaborative arrangements

AstraZeneca Plc.

In March 2012, we entered into a collaboration agreement with AstraZeneca Plc. (AstraZeneca) to jointly develop and commercialize certain monoclonal antibodies from Amgen's clinical inflammation portfolio, including brodalumab (AMG 827), AMG 139, AMG 157, AMG 181 and AMG 557. The agreement covers the worldwide development and commercialization, except for certain Asian countries for brodalumab and Japan for AMG 557, which are licensed to other third parties.

Under the terms of the agreement, approximately 65% of related development costs for the 2012-2014 periods will be funded by AstraZeneca, thereafter, the companies will share costs equally. If approved for sale, Amgen will receive a low single-digit royalty rate for brodalumab and a mid single-digit royalty rate for the rest of the portfolio, after which the worldwide commercialization profits and losses related to the collaboration will be shared equally. In connection with the transfer of technology rights, Amgen received a payment of $50 million which has been recognized in Other revenues in our Condensed Consolidated Statement of Income for the three months ended March 31, 2012.

The collaboration agreement will continue in effect unless terminated earlier in accordance with its terms.

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 March 31, 2012	Amortized cost	Gross unrealized gains	Gross unrealized losses	Estimated fair value
U.S. Treasury securities	$ 2,670	$ 23	$ (4)	$ 2,689
Other government-related debt securities:				
Obligations of U.S. government agencies and FDIC-guaranteed bank debt	1,288	18	(2)	1,304
Foreign and other	1,133	15	(3)	1,145
Corporate debt securities:				
Financial	3,117	59	(2)	3,174
Industrial	3,758	86	(9)	3,835
Other	290	9	—	299
Mortgage- and asset-backed securities	2,719	10	(8)	2,721
Money market mutual funds	3,680	—	—	3,680
Total debt security investments	18,655	220	(28)	18,847
Equity securities	47	1	—	48
Total available-for-sale investments	$ 18,702	$ 221	$ (28)	$ 18,895

Type of security as of December 31, 2011	Amortized cost	Gross unrealized gains	Gross unrealized losses	Estimated fair value
U.S. Treasury securities	$ 3,878	$ 68	$ —	$ 3,946
Other government-related debt securities:				
Obligations of U.S. government agencies and FDIC-guaranteed bank debt	1,548	23	—	1,571
Foreign and other	441	9	—	450
Corporate debt securities:				
Financial	2,493	30	(15)	2,508
Industrial	3,077	79	(10)	3,146
Other	280	9	—	289
Mortgage- and asset-backed securities	1,789	6	(10)	1,785
Money market mutual funds	6,266	—	—	6,266
Total debt security investments	19,772	224	(35)	19,961
Equity securities	42	—	—	42
Total available-for-sale investments	$ 19,814	$ 224	$ (35)	$ 20,003

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	March 31, 2012	December 31, 2011
Cash and cash equivalents	$ 3,680	$ 6,266
Marketable securities	15,167	13,695
Other assets — noncurrent	48	42
Total available-for-sale investments	$ 18,895	$ 20,003

Cash and cash equivalents in the table above excludes cash of $527 million and $680 million as of March 31, 2012, and December 31, 2011, respectively.

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

Contractual maturity	March 31, 2012	December 31, 2011
Maturing in one year or less	$ 4,004	$ 6,811
Maturing after one year through three years	5,900	6,346
Maturing after three years through five years	6,416	5,710
Maturing after five years	2,527	1,094
Total debt security investments	$ 18,847	$ 19,961

For the three months ended March 31, 2012 and 2011, realized gains totaled $67 million and $89 million, and realized losses totaled $19 million and $8 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 asset class 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. As of March 31, 2012, and December 31, 2011, 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):

	March 31, 2012	December 31, 2011
Raw materials	$ 191	$ 158
Work in process	1,597	1,802
Finished goods	711	524
Total inventories	$ 2,499	$ 2,484

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

8. Intangible assets

Finite-lived and indefinite-lived identifiable intangible assets consisted of the following as of March 31, 2012, and December 31, 2011 (in millions):

	March 31, 2012			December 31, 2011		
	Gross carrying amount	Accumulated amortization	Intangible assets, net	Gross carrying amount	Accumulated amortization	Intangible assets, net
Finite-lived intangible assets:						
Acquired product technology rights:						
Developed product technology	$ 2,872	$ (1,859)	$ 1,013	$ 2,872	$ (1,811)	$ 1,061
Core technology	1,348	(872)	476	1,348	(850)	498
Trade name	190	(123)	67	190	(120)	70
Acquired R&D technology rights	697	(353)	344	350	(350)	—
Other acquired intangible assets	687	(421)	266	686	(406)	280
Total finite-lived intangible assets	5,794	(3,628)	2,166	5,446	(3,537)	1,909
Indefinite-lived intangible assets:						
IPR&D	1,111	—	1,111	675	—	675
Contract assets	168	—	168	—	—	—
Total indefinite-lived intangible assets	1,279	—	1,279	675	—	675
Total identifiable intangible assets	$ 7,073	$ (3,628)	$ 3,445	$ 6,121	$ (3,537)	$ 2,584

Acquired R&D technology rights, IPR&D and Contract assets as of March 31, 2012, include the identifiable intangible assets acquired in connection with the Micromet acquisition (see Note 2, Business combinations — Micromet, Inc.). During the three months ended March 31, 2012 and 2011, we recognized amortization charges associated with our finite-lived intangible assets of $91 million and $106 million, respectively. The total estimated amortization charges for our finite-lived intangible assets for the nine months ended December 31, 2012, and the years ended December 31, 2013, 2014, 2015, 2016 and 2017, are $291 million, $393 million, $375 million, $363 million, $352 million and $210 million, respectively.

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

9. Financing arrangements

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

	March 31, 2012	December 31, 2011
0.375% convertible notes due 2013 (0.375% 2013 Convertible Notes)	$ 2,381	$ 2,346
1.875% notes due 2014 (1.875% 2014 Notes)	1,000	1,000
4.85% notes due 2014 (4.85% 2014 Notes)	1,000	1,000
2.30% notes due 2016 (2.30% 2016 Notes)	749	748
2.50% notes due 2016 (2.50% 2016 Notes)	999	999
5.85% notes due 2017 (5.85% 2017 Notes)	1,099	1,099
6.15% notes due 2018 (6.15% 2018 Notes)	499	499
4.375% euro denominated notes due 2018 (4.375% 2018 euro Notes)	730	714
5.70% notes due 2019 (5.70% 2019 Notes)	998	998
4.50% notes due 2020 (4.50% 2020 Notes)	300	300
3.45% notes due 2020 (3.45% 2020 Notes)	897	897
4.10% notes due 2021 (4.10% 2021 Notes)	998	998
3.875% notes due 2021 (3.875% 2021 Notes)	1,745	1,745
5.50% pound sterling denominated notes due 2026 (5.50% 2026 pound sterling Notes)	752	739
6.375% notes due 2037 (6.375% 2037 Notes)	899	899
6.90% notes due 2038 (6.90% 2038 Notes)	499	499
6.40% notes due 2039 (6.40% 2039 Notes)	996	996
5.75% notes due 2040 (5.75% 2040 Notes)	697	697
4.95% notes due 2041 (4.95% 2041 Notes)	595	595
5.15% notes due 2041 (5.15% 2041 Notes)	2,232	2,232
5.65% notes due 2042 (5.65% 2042 Notes)	1,244	1,244
Other notes, including our zero-coupon convertible notes while outstanding	100	184
Total debt	21,409	21,428
Less current portion	(2,381)	(84)
Total noncurrent debt	$ 19,028	$ 21,344

Debt repayments

In March 2012, we redeemed all of our outstanding zero-coupon convertible notes due in 2032 at the aggregate accreted amount of $84 million.

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

10. Stockholders' equity

Stock repurchase program

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

	2012		2011	
	Shares	Dollars	Shares	Dollars
First quarter	21.0	$ 1,429	—	$ —

As of March 31, 2012, $3.6 billion remained available under our stock repurchase program.

Dividends

In December 2011, the Board of Directors declared a quarterly cash dividend of $0.36 per share of common stock, which was paid on March 7, 2012. On March 15, 2012, the Board of Directors declared a quarterly cash dividend of $0.36 per share of common stock, which will be paid on June 7, 2012, to all stockholders of record as of the close of business on May 16, 2012.

11. 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.

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

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 March 31, 2012, 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	$ 2,689	$ —	$ —	$ 2,689
Other government-related debt securities:				
Obligations of U.S. government agencies and FDIC-guaranteed bank debt	—	1,304	—	1,304
Foreign and other	—	1,145	—	1,145
Corporate debt securities:				
Financial	—	3,174	—	3,174
Industrial	—	3,835	—	3,835
Other	—	299	—	299
Mortgage- and asset-backed securities	—	2,721	—	2,721
Money market mutual funds	3,680	—	—	3,680
Equity securities	48	—	—	48
Derivatives:				
Foreign currency contracts	—	98	—	98
Interest rate swap contracts	—	359	—	359
Total assets	$ 6,417	$ 12,935	$ —	$ 19,352
Liabilities:				
Derivatives:				
Foreign currency contracts	$ —	$ 70	$ —	$ 70
Cross currency swap contracts	—	18	—	18
Contingent consideration obligations in connection with a business combination	—	—	192	192
Total liabilities	$ —	$ 88	$ 192	$ 280

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

Fair value measurement as of December 31, 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 investments:				
U.S. Treasury securities	$ 3,946	$ —	$ —	$ 3,946
Other government-related debt securities:				
Obligations of U.S. government agencies and FDIC-guaranteed bank debt	—	1,571	—	1,571
Foreign and other	—	450	—	450
Corporate debt securities:				
Financial	—	2,508	—	2,508
Industrial	—	3,146	—	3,146
Other	—	289	—	289
Mortgage- and asset-backed securities	—	1,785	—	1,785
Money market mutual funds	6,266	—	—	6,266
Equity securities	42	—	—	42
Derivatives:				
Foreign currency contracts	—	172	—	172
Interest rate swap contracts	—	377	—	377
Total assets	$ 10,254	$ 10,298	$ —	$ 20,552
Liabilities:				
Derivatives:				
Foreign currency contracts	$ —	$ 48	$ —	$ 48
Cross currency swap contracts	—	26	—	26
Contingent consideration obligations in connection with a business combination	—	—	190	190
Total liabilities	$ —	$ 74	$ 190	$ 264

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 from the balance sheet date. Our other government related debt securities portfolio is composed of securities with weighted-average credit ratings of AA or equivalent by Standard & Poor's (S&P), 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- by S&P and A or equivalent by 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.

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

Substantially all of our foreign currency forward and option derivatives contracts have maturities primarily over a three year time horizon and all are with counterparties that have a minimum credit rating 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 foreign currency rates, London Interbank Offered Rates (LIBOR), swap rates 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. (See Note 12, Derivative instruments.)

Our cross currency swap contracts are with counterparties that have a minimum credit rating 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 foreign currency exchange rates, LIBOR, swap rates, obligor credit default swap rates and cross currency basis swap spreads. (See Note 12, Derivative instruments.)

Our interest rate swap contracts are with counterparties that have a minimum credit rating 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, swap rates and obligor credit default swap rates. (See Note 12, Derivative instruments.)

As a result of our acquisition of Biovex Group, Inc. (BioVex) in March 2011, we are obligated to pay its former shareholders up to $575 million of additional consideration contingent upon achieving up to eight separate regulatory and sales related milestones with regard to talimogene laherparepvec, which was acquired in the acquisition and is currently in phase 3 clinical development for the treatment of malignant melanoma. The largest of these potential payments are $125 million, including the amount due upon completing the filing of a Biologics License Application (BLA) with the FDA. Potential payments are also due upon the first commercial sale in each of the United States and the European Union following receipt of marketing approval which includes use of the product in specified patient populations and upon achieving specified levels of sales within specified periods of time.

These contingent consideration obligations are recorded at their estimated fair values with any changes in fair value recognized in earnings. The fair value measurements of these obligations are based on significant unobservable inputs, including the estimated probabilities and timing of achieving the related regulatory events in connection with these milestones and, as applicable, estimated annual sales. Significant changes (increases or decreases) in these inputs would result in corresponding changes in the fair values of the contingent consideration obligations.

Annually, or whenever there are significant changes in underlying key assumptions, we estimate the fair values of these contingent consideration obligations by using a combination of probability adjusted discounted cash flows, option pricing techniques and a simulation model of expected annual sales. Quarterly, a review of key assumptions is performed by management in our research and development and commercial sales organizations. In the absence of any significant changes in key assumptions, the quarterly determination of fair values of these contingent consideration obligations reflects the passage of time and changes in our credit risk adjusted rate used to discount obligations to present value. During the three months ended March 31, 2012, there were no significant changes in underlying key assumptions, and the increase in the estimated aggregate fair value of $2 million was recorded in Other operating expenses in the Condensed Consolidated Statement of Income.

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 three months ended March 31, 2012 and 2011, of assets and liabilities that are not measured at fair value on a recurring basis.

Summary of the fair value of other financial instruments

Borrowings

We estimate the fair values of our convertible notes (Level 2) 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. The fair value of our convertible notes represents 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 (Level 2) 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; foreign exchange rates, as applicable; and other observable inputs. As of March 31, 2012, and December 31, 2011, the aggregate fair values of our long-term debt were $23.2 billion and $23.0 billion, respectively, and the carrying value was $21.4 billion, at both these dates.

12. Derivative instruments

The Company is exposed to foreign currency exchange rate and interest rate risks related to its business operations. To reduce our risks related to these exposures, we utilize certain derivative instruments, including foreign currency forward, foreign currency option, cross currency swap, forward interest rate and interest rate swap contracts. We do not use derivatives for speculative trading purposes.

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 March 31, 2012, and December 31, 2011, we had open foreign currency forward contracts with notional amounts of $3.4 billion and $3.5 billion, respectively, and open foreign currency option contracts with notional amounts of $214 million and $292 million, respectively. These foreign currency forward and option contracts, primarily euro based, have been designated as cash flow hedges, and accordingly, the effective portions 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 order to hedge our exposure to foreign currency exchange rate risk associated with our pound sterling denominated long-term notes issued in 2011, we entered into cross currency swap contracts. Under the terms of these contracts, we receive interest payments in pounds sterling at a fixed rate of 5.5% on £475 million and pay interest in U.S. dollars at a fixed rate of 5.8% on $748 million, the aggregate notional amounts paid to/received from the counterparties upon exchange of currencies at the inception of these contracts. We will pay U.S. dollars to, and receive pounds sterling from, the counterparties at the maturity of the contracts for the same notional amounts. The terms of these contracts correspond to the related hedged notes, effectively converting the interest payments and principal repayment on these notes from pounds sterling to U.S. dollars. These cross currency swap contracts have been designated as cash flow hedges, and accordingly, the effective portions of the unrealized gains and losses on these contracts are reported in AOCI and reclassified to earnings in the same periods during which the hedged debt affects 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 other comprehensive income for our derivative instruments designated as cash flow hedges was as follows (in millions):

	Three months ended March 31,	
Derivatives in cash flow hedging relationships	**2012**	**2011**
Foreign currency contracts	$ (87)	$ (197)
Cross currency swap contracts	8	—
Forward interest rate contracts	—	—
Total	$ (79)	$ (197)

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

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 March 31,	
Derivatives in cash flow hedging relationships	**Statements of Income location**	**2012**	**2011**
Foreign currency contracts	Product sales	$ 11	$ (8)
Cross currency swap contracts	Interest and other income, net	13	—
Forward interest rate contracts	Interest expense, net	—	—
Total		$ 24	$ (8)

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 losses for both the three months ended March 31, 2012 and 2011. As of March 31, 2012, the amounts expected to be reclassified from AOCI into earnings over the next 12 months are approximately $15 million of net gains on our foreign currency and cross currency swap 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 contracts, which qualify and have been designated as fair value hedges. The terms of these interest rate swap contracts 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%. As of March 31, 2012 and December 31, 2011, we had interest rate swap contracts with aggregate notional amounts of $3.6 billion. The interest rate swap contracts were for our 4.85% 2014 Notes, 5.85% 2017 Notes, 6.15% 2018 Notes and 5.70% 2019 Notes. 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 months ended March 31, 2012 and 2011, we included the unrealized gains on the hedged debt of $18 million and $47 million, respectively, in the same line item, Interest expense, net, in the Condensed Consolidated Statements of Income, as the offsetting unrealized losses of $18 million and $47 million, respectively, on the related interest rate swap contracts.

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 March 31, 2012, and December 31, 2011, the total notional amounts of these foreign currency forward contracts were $402 million and $389 million, respectively.

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

		Three months ended March 31,	
Derivatives not designated as hedging instruments	**Statements of Income location**	**2012**	**2011**
Foreign currency contracts	Interest and other income, net	$ (10)	$ (51)

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

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):

	Derivative assets		Derivative liabilities	
March 31, 2012	**Balance Sheet location**	**Fair value**	**Balance Sheet location**	**Fair value**
Derivatives designated as hedging instruments:				
Interest rate swap contracts	Other current assets/Other noncurrent assets	$ 359	Accrued liabilities/Other non current liabilities	$ —
Cross currency swap contracts	Other current assets/ Other noncurrent assets	—	Accrued liabilities/ Other noncurrent liabilities	18
Foreign currency contracts	Other current assets/ Other noncurrent assets	97	Accrued liabilities/ Other noncurrent liabilities	70
Total derivatives designated as hedging instruments		456		88
Derivatives not designated as hedging instruments:				
Foreign currency contracts	Other current assets	1	Accrued liabilities	—
Total derivatives not designated as hedging instruments		1		—
Total derivatives		$ 457		$ 88

	Derivative assets		Derivative liabilities	
December 31, 2011	**Balance Sheet location**	**Fair value**	**Balance Sheet location**	**Fair value**
Derivatives designated as hedging instruments:				
Interest rate swap contracts	Other current assets/Other noncurrent assets	$ 377	Accrued liabilities/ Other noncurrent liabilities	$ —
Cross currency swap contracts	Other current assets/Other noncurrent assets	—	Accrued liabilities/ Other noncurrent liabilities	26
Foreign currency contracts	Other current assets/Other noncurrent assets	172	Accrued liabilities/ Other noncurrent liabilities	48
Total derivatives designated as hedging instruments		549		74
Derivatives not designated as hedging instruments:				
Foreign currency contracts	Other current assets	—	Accrued liabilities	—
Total derivatives not designated as hedging instruments		—		—
Total derivatives		$ 549		$ 74

Our derivative contracts that were in liability positions as of March 31, 2012, 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.

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

The cash flow effects of our derivatives contracts for the three months ended March 31, 2012 and 2011, are included within Net cash provided by operating activities in the Condensed Consolidated Statements of Cash Flows.

13. 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 18, Contingencies and commitments to our consolidated financial statements in our Annual Report on Form 10-K for the year ended December 31, 2011 (our 2011 Form 10-K) 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. Excluding fees paid to our external counsel, as of March 31, 2012, the Company has accrued $780 million associated with the previously-announced 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 Federal Investigations), which the Company recorded in the three months ended September 30, 2011.

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 allegations arising out of the Federal Investigations, in each of the matters described in this filing or in Note 18 to our consolidated financial statements in our 2011 Form 10-K, 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, except for the proposed settlement of the allegations arising out of the Federal Investigations, none of the matters described in this filing or in Note 18 to our consolidated financial statements in our 2011 Form 10-K have 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, or such amounts are not material. 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 recent developments concerning our legal proceedings and other matters are discussed below:

Co-Pay Litigation

A class action lawsuit titled *American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan and Sergeants Benevolent Association Health and Welfare Fund, individually and on behalf of all others similarly situated v. Amgen Inc. and Pfizer Inc.* was filed on March 7, 2012 in the U.S. District Court for the Eastern District of New York. That suit was dismissed and re-filed in the U.S. District Court for the Southern District of New York on March 27, 2012. The complaint alleges that Amgen and Pfizer have unlawfully implemented prescription co-pay assistance programs that caused health benefit providers to pay more for prescription drugs and falsely inflated drug reimbursement rates reported to health benefit providers and that the co-pay assistance programs cause privately insured individuals to choose Amgen's branded drugs, Sensipar® and Enbrel®, instead of less expensive therapeutic alternatives. Plaintiffs further claim that the co-pay plans constitute "insurance fraud" under the federal racketeering laws and unlawful commercial bribes under the antitrust laws. The lawsuit seeks to have a class certified as well as treble damages under the antitrust laws and an injunction preventing Amgen from offering the co-pay programs. Similar lawsuits were filed at the same time against Abbott Laboratories, Astrazeneca LP, Astrazeneca Pharmaceuticals LP, Merck & Co., Inc., Bristol-Myers Squibb Company, Otsuka America Pharmaceutical, Inc., GlaxoSmithKline LLC and Novartis Pharmaceuticals Corp. (collectively, the Additional Co-Pay Litigation).

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

On April 12, 2012, New England Carpenters Health and Welfare Fund (Carpenters Fund) filed a Motion for Transfer of Actions For Coordinated or Consolidated Pretrial Proceedings Pursuant to 28 U.S.C. §1407 (the Motion for Transfer) with the United States Judicial Panel on Multidistrict Litigation to have the suit against Amgen and Pfizer consolidated with the Additional Co-Pay Litigation. Plaintiffs joined Carpenters Fund's Motion for Transfer. Carpenters Fund has requested the cases be consolidated into a federal Multi-District Litigation proceeding before Judge Robert M. Dow, Jr. in the U.S. District Court for the Northern District of Illinois.

Federal Securities Litigation — In re Amgen Inc. Securities Litigation

Amgen filed a petition for certiorari with the U.S. Supreme Court on March 3, 2012. Three amicus briefs in support of Amgen's petition were filed on April 4, 2012.

Government Investigations and Qui Tam Actions

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

A hearing on defendants' motion to dismiss is scheduled for May 18, 2012.

14. Subsequent events

KAI Pharmaceuticals

On April 10, 2012, we announced that we had entered into an agreement to acquire KAI Pharmaceuticals (KAI), a privately held biotechnology company. KAI's lead product candidate, KAI-4169, is currently in phase 2 clinical trials for the treatment of secondary hyperparathyroidism in patients with chronic kidney disease (CKD) who are on dialysis. Through this acquisition, we will acquire the worldwide rights, excluding Japan, to KAI-4169. This acquisition will provide us with an opportunity to further expand our nephrology pipeline. Under terms of the agreement, we will pay $315 million in cash upon closing to acquire KAI.

Upon its acquisition, KAI will become a wholly owned subsidiary of Amgen and will be included in our consolidated financial statements commencing on the acquisition date. The acquisition is subject to customary closing conditions, including regulatory approvals.

Mustafa Nevzat Pharmaceuticals

On April 25, 2012, we announced that we had entered into an agreement to acquire no less than 95.6% of Mustafa Nevzat Pharmaceuticals (MN), a privately held Turkish pharmaceutical company. MN is the leading supplier of pharmaceuticals to the hospital sector and a major supplier of injectable medicines in Turkey. Through this acquisition, we will have the opportunity to expand our presence in Turkey and the surrounding region.

Under the terms of the agreement, we will pay an all cash amount that values MN at $700 million.

Upon its acquisition, MN will become a subsidiary of Amgen and will be included in our consolidated financial statements commencing on the acquisition date. The acquisition is subject to customary closing conditions, including regulatory approvals.

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 U.S. Securities and Exchange Commission (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, trends and planned dividends and stock repurchases. 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, 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 innovative 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 months ended March 31, 2012 and 2011, our principal products represented 83% and 89% of worldwide product sales, respectively. Our other marketed products include principally Sensipar®/Mimpara® (cinacalcet), Vectibix® (panitumumab), Nplate® (romiplostim), Prolia® (denosumab) and XGEVA® (denosumab).

Significant developments

The following is a summary of selected significant developments that occurred to date during 2012 affecting our business. For additional 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, 2011.

XGEVA®

- On April 26, 2012, we announced that the FDA issued a Complete Response Letter for the supplemental Biologics License Application for XGEVA® to treat men with castration-resistant prostate cancer at high risk of developing bone metastases. The Complete Response Letter states that the FDA cannot approve the application in its present form. The FDA determined that the effect on bone metastases-free survival was of insufficient magnitude to outweigh the risks (including osteonecrosis of the jaw) of XGEVA® in the intended population, and requested data from an adequate and well-controlled trial(s) demonstrating a favorable risk-benefit profile for XGEVA® that is generalizable to the U.S. population. We are reviewing the Complete Response Letter and will work with the FDA to determine any next steps.

Sensipar®

- On April 24, 2012, we announced that we expect to see results of the EValuation Of Cinacalcet HCl Therapy to Lower CardioVascular Events (E.V.O.L.V.E™) study, our phase 3 cardiovascular outcomes study of cinacalcet in the treatment for dialysis patients with secondary hyperparathyroidism, in mid 2012.

AMG 785

- On April 4, 2012, we along with our partner UCB announced the start of a two-year phase 3 clinical study in more than 5,000 postmenopausal women with osteoporosis. The primary endpoint will evaluate the incidence of new vertebral fractures at 12 months.

Acquisitions/Collaborations

- On March 7, 2012, we acquired Micromet, a publicly held biotechnology company focused on the discovery, development and commercialization of innovative antibody-based therapies for the treatment of cancer.

- On April 25, 2012, we announced that we had entered into an agreement to acquire no less than 95.6% of Mustafa Nevzat Pharmaceuticals (MN), a privately held Turkish pharmaceutical company. MN is the leading supplier of pharmaceuticals to the hospital sector and a major supplier of injectable medicines in Turkey. Through this acquisition, we will have the opportunity to expand our presence in Turkey and the surrounding region.

- On March 30, 2012, we entered into a collaboration agreement with AstraZeneca to jointly develop and commercialize certain monoclonal antibodies from Amgen’s clinical inflammation portfolio including brodalumab (AMG 827), AMG 139, AMG 157, AMG 181 and AMG 557. The agreement covers the worldwide development and commercialization except for certain Asian countries for brodalumab and Japan for AMG 557, which are licensed to other third parties.

Selected financial information

The following provides an overview of our results of operations for the three months ended March 31, 2012, as well as our financial condition as of March 31, 2012 (amounts in millions, except percentages and per-share data):

	Three months ended March 31,		
	2012	2011	Change
Product sales:			
U.S.	$ 2,997	$ 2,778	8 %
International	904	840	8 %
Total product sales	3,901	3,618	8 %
Other revenues	147	88	67 %
Total revenues	$ 4,048	$ 3,706	9 %
Operating expenses	$ 2,571	$ 2,413	7 %
Operating income	$ 1,477	$ 1,293	14 %
Net income	$ 1,184	$ 1,125	5 %
Diluted EPS	$ 1.48	$ 1.20	23 %
Diluted shares	800	941	(15)%

The increase in U.S. product sales for the three months ended March 31, 2012, reflects growth for all of our marketed products, except ESAs, which declined 17%. Excluding sales of ESAs, U.S. product sales increased 18%.

The increase in international product sales for the three months ended March 31, 2012, reflects growth for all of our marketed products, except Aranesp® and combined Neulasta®/ NEUPOGEN® sales, which declined 4%, respectively.

The increase in other revenues for the three months ended March 31, 2012, was due primarily to milestone payments received in connection with entering into a collaboration with AstraZeneca and receipt of marketing approval of AMG 223 in Japan by Astellas Pharma Inc.

The increase in operating expenses for the three months ended March 31, 2012, was driven primarily by higher costs of sales largely attributable to the increase in the Puerto Rico excise tax, discussed below.

The increase in net income for the three months ended March 31, 2012, was due primarily to higher operating income, offset partially by higher interest expense, net, due primarily to a higher average debt balance.

The increase in diluted EPS for the three months ended March 31, 2012, was driven primarily by the favorable impact of our stock repurchase program, which reduced the number of shares used to compute diluted EPS, and, to a lesser degree, an increase in net income.

Commencing January 1, 2011, Puerto Rico imposes a temporary excise tax on the purchase of goods and services from a related manufacturer in Puerto Rico. The excise tax is imposed over a six-year period beginning in 2011 with the excise tax rate declining in each year (4% in 2011, 3.75% in 2012, 2.75% in 2013, 2.5% in 2014, 2.25% in 2015, and 1% 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 when the excise tax is incurred. 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 tax credit. For the three months ended March 31, 2012 and 2011, cost of sales increased by $81 million and $13 million, respectively, and the provision for income taxes decreased by $87 million and $67 million, respectively, as a result of this excise tax.

As of March 31, 2012, our cash, cash equivalents and marketable securities totaled $19.4 billion and total debt outstanding was $21.4 billion. Of our total cash, cash equivalents and marketable securities balances as of March 31, 2012, approximately $16.6 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 March 31,		
	2012	2011	Change
Neulasta®/NEUPOGEN ®	$ 1,344	$ 1,232	9 %
ENBREL	938	875	7 %
Aranesp®	518	580	(11)%
EPOGEN®	446	535	(17)%
Other products	655	396	65 %
Total product sales	$ 3,901	$ 3,618	8 %

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 and their potential impact on sales, see Item 7 — Product Sales in our Annual Report on Form 10-K for the year ended December 31, 2011.

Neulasta®/NEUPOGEN®

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

	Three months ended March 31,		
	2012	2011	Change
Neulasta® — U.S.	$ 814	$ 710	15 %
NEUPOGEN® — U.S.	239	220	9 %
U.S. Neulasta®/NEUPOGEN® — Total	1,053	930	13 %
Neulasta® — International	225	226	—
NEUPOGEN® — International	66	76	(13)%
International Neulasta®/NEUPOGEN® — Total	291	302	(4)%
Total Neulasta®/NEUPOGEN®	$ 1,344	$ 1,232	9 %

The increase in combined U.S. sales of Neulasta®/NEUPOGEN® for the three months ended March 31, 2012, was driven primarily by an increase in the average net sales price and, to a lesser extent, an increase in Neulasta® unit demand.

The decrease in combined Neulasta®/NEUPOGEN® international sales for the three months ended March 31, 2012, was due primarily to a decrease in the average net sales price. A mid single-digit percentage point increase in Neulasta® unit demand was offset by a decline in NEUPOGEN® units due primarily to biosimilar competition as well as continued conversion to Neulasta®.

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, 2011.

ENBREL

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

	Three months ended March 31,		
	2012	2011	Change
ENBREL — U.S.	$ 878	$ 821	7 %
ENBREL — Canada	60	54	11 %
Total ENBREL	$ 938	$ 875	7 %

The increase in total ENBREL sales for the three months ended March 31, 2012, was driven primarily by an increase in the average net sales price. ENBREL remains the segment share 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, 2011.

Aranesp®

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

	Three months ended March 31,		
	2012	2011	Change
Aranesp® — U.S.	$ 202	$ 250	(19)%
Aranesp® — International	316	330	(4)%
Total Aranesp®	$ 518	$ 580	(11)%

The decrease in U.S. Aranesp® sales for the three months ended March 31, 2012, was due primarily to a decline in unit demand, offset partially by a mid single-digit percentage point increase in the average net sales price. The unit decline reflects segment contraction resulting from changes to the label and reimbursement environment that occurred during 2011.

The decrease in international Aranesp® sales for the three months ended March 31, 2012, was due primarily to a decrease in the average net sales price.

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, 2011. Certain of these factors may have a material adverse impact on future sales of Aranesp®.

EPOGEN®

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

	Three months ended March 31,		
	2012	2011	Change
EPOGEN® — U.S.	$ 446	$ 535	(17)%

The decrease in EPOGEN® sales for the three months ended March 31, 2012, was due primarily to the impact of changes to the label and reimbursement that occurred in 2011. The decline was comprised of an approximately 30% decrease in unit demand driven by a reduction in dose utilization, offset partially by reductions in customer discounts as part of new provider contracts that became effective January 1, 2012.

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, 2011, and on the recent approval of Affymax, Inc.'s peginesatide by the FDA on March 27, 2012, which results in EPOGEN® facing competition in the U.S. dialysis setting for the first time. Certain of these factors may have a material adverse impact on future sales of EPOGEN®.

Other products

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

	Three months ended March 31,		
	2012	2011	Change
Sensipar® — U.S.	$ 140	$ 116	21 %
Sensipar® (Mimpara®) — International	79	71	11 %
Vectibix® — U.S.	31	30	3 %
Vectibix® — International	59	45	31 %
Nplate® — U.S.	54	37	46 %
Nplate® — International	36	28	29 %
Prolia® — U.S.	54	17	—
Prolia® — International	34	10	—
XGEVA® — U.S.	139	42	—
XGEVA® — International	14	—	—
Other — International	15	—	—
Total other products	$ 655	$ 396	65 %
Total U.S.	$ 418	$ 242	73 %
Total International	237	154	54 %
Total other products	$ 655	$ 396	65 %

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, 2011.

Selected operating expenses

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

	Three months ended March 31,		
	2012	2011	Change
Cost of sales (excludes amortization of certain acquired intangible assets)	$ 679	$ 564	20 %
% of product sales	17.4%	15.6%	
Research and development	$ 736	$ 736	—
% of product sales	18.9%	20.3%	
Selling, general and administrative	$ 1,076	$ 1,023	5 %
% of product sales	27.6%	28.3%	
Other	$ 6	$ 16	(63)%

Cost of sales

Cost of sales increased to 17.4% of product sales for the three months ended March 31, 2012, driven primarily by the Puerto Rico excise tax. Excluding the impact of the Puerto Rico excise tax, cost of sales would have been 15.3% and 15.2% of product sales for the three months ended March 31, 2012 and 2011, respectively.

Research and development

R&D expense for the three months ended March 31, 2012, included higher costs of $46 million associated with supporting our later stage clinical programs, including AMG 145, AMG 785 and talimogene laherparepvec. This increase was offset primarily by reduced expenses of $37 million in Discovery Research and Translational Sciences. The change in expenses related to marketed product support was not material during the three months ended March 31, 2012.

Selling, general and administrative

The increase in selling, general and administrative expense for the three months ended March 31, 2012, was driven principally by higher spending on marketed products of $39 million, related primarily to the launch of ENBREL and Prolia® direct-to-consumer advertising campaigns as well as international expansion, and by increased ENBREL profit share expenses of $25 million. These increases were offset partially by a favorable change to the estimated 2011 U.S. healthcare reform federal excise fee of $42 million.

For the three months ended March 31, 2012 and 2011, expenses associated with the ENBREL profit share were $324 million and $299 million, respectively.

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 March 31,	
	2012	2011
Interest expense, net	$ 235	$ 135
Interest and other income, net	$ 124	$ 148
Provisions for income taxes	$ 182	$ 181
Effective tax rate	13.3%	13.9%

Interest expense, net

The increase in interest expense, net, for the three months ended March 31, 2012, was due primarily to a higher average debt balance.

Interest and other income, net

The decrease in interest and other income, net, for the three months ended March 31, 2012, was due primarily to lower net realized gains on investments.

Income taxes

Our effective tax rate for the three months ended March 31, 2012 was 13.3% compared with 13.9% for the corresponding period of the prior year. The decrease in our effective tax rate was due primarily to the favorable tax impact of changes in revenue and expense mix, the adjustment to the non-deductible healthcare reform federal excise fee, and higher tax credits in 2012 associated with the Puerto Rico excise tax. These favorable impacts were partially offset by the exclusion of the benefit of the federal R&E tax credit in the three months ended March 31, 2012 (the federal R&E tax credit expired as of December 31, 2011 and was not reinstated as of March 31, 2012). Our effective tax rates for the three months ended March 31, 2012 and 2011 would have been 18.5% and 18.8%, respectively, without the impact of the foreign tax credits associated with the Puerto Rico excise tax.

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):

	March 31, 2012	December 31, 2011
Cash, cash equivalents and marketable securities	$ 19,374	$ 20,641
Total assets	49,250	48,871
Current portion of long-term debt	2,381	84
Long-term debt	19,028	21,344
Stockholders’ equity	18,874	19,029

The Company intends to continue to return capital to stockholders through share repurchases and the payment of cash dividends, reflecting our confidence in the future cash flows of our business. 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 our Annual Report on Form 10-K for the year ended December 31, 2011, Item 1A. Risk Factors — There can be no assurance that we will continue to declare cash dividends or repurchase stock). In October 2011, we announced our intent to accelerate our stock repurchase program, reflecting our confidence in the long-term value of the Company and the attractive interest rate environment. During the three months ended March 31, 2012, we repurchased 21 million shares of our common stock at an aggregate cost of $1.4 billion. We expect to repurchase the remaining $3.6 billion of stock under our authorized stock repurchase program through open-market purchases. In December 2011, the Board of Directors declared a quarterly cash dividend of $0.36 per share of common stock, which was paid on March 7, 2012. On March 15, 2012, the Board of Directors declared a quarterly cash dividend of $0.36 per share of common stock, which will be paid on June 7, 2012, to all stockholders of record as of the close of business on May 16, 2012.

We believe existing funds, cash generated from operations and existing sources of and access to financing are adequate to satisfy our needs for 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; cash generated from our U.S. operations, including intercompany payments and receipts; and existing sources of and access to financing (collectively referred to as "U.S. funds") are adequate to continue to meet our U.S. obligations (including our plans to repurchase stock and pay dividends with U.S. funds) for the foreseeable future. See our Annual Report on Form 10-K for the year ended December 31, 2011, Item 1A. Risk Factors - Current economic conditions may magnify certain risks that affect our business.

A significant portion of our operating cash flows is dependent upon the timing of payments from our customers located in the United States and, to a lesser extent, customers outside the United States, which include government owned or supported healthcare providers (government healthcare providers). Payments from these government healthcare providers are dependent, in part, upon the economic stability and creditworthiness of their applicable country. Deteriorating credit and economic conditions in parts of Southern Europe, particularly in Spain, Italy, Greece and Portugal, may continue to increase the average length of time it takes to collect payments, particularly in certain regions within these countries. However, the timing of payments from government healthcare providers has not nor is it expected to have a material adverse impact on our operating cash flows. To date we have not incurred any significant losses on collections of trade receivables from these government healthcare providers.

Over the next several years, many of the existing patents on our principal products will expire. As a result, we expect to face increasing competition from biosimilars that may have a material adverse impact on our product sales, results of operations and liquidity. Upon patent expiration for small molecule products, there is typically intense competition from generics manufacturers, which generally leads to significant and rapid declines in sales of the branded product. Given that our principal products are biologics, we do not believe the impact of biosimilar competition will be as significant as with small molecule products, in part because successful competitors must have a broad range of specialized skills and capabilities unique to biologics, including significant regulatory, clinical and manufacturing expertise, and since the products are similar, but not identical, the biosimilars will have to compete against a product with an established efficacy and safety record. We have many opportunities to grow our business, including the continued commercialization of XGEVA® and Prolia® and expansion into emerging markets and Japan, which we believe may offset the adverse financial impact of our principal products' patent expiries.

Certain of our financing arrangements contain non-financial covenants. In addition, our revolving credit agreement includes a financial covenant with respect to the level of our borrowings in relation to our equity, as defined. We were in compliance with all applicable covenants under these arrangements as of March 31, 2012.

Cash flows

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

	Three months ended March 31,	
	2012	**2011**
Net cash provided by operating activities	$ 972	$ 1,030
Net cash used in investing activities	(2,346)	(555)
Net cash used in financing activities	(1,365)	(2,496)

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 three months ended March 31, 2012, decreased due primarily to the timing and amount of payments to taxing authorities and others; offset partially by the timing and amount of receipts from customers and payments to vendors; and the impact of decreased inventory related expenditures.

Investing

Cash used in investing activities during the three months ended March 31, 2012, was due primarily to the acquisition of Micromet, net of cash acquired of $1.0 billion and net purchases of marketable securities of $1.2 billion. Cash used in investing activities during the three months ended March 31, 2011 was primarily for the acquisition of BioVex, net of cash acquired of $403

million. Capital expenditures during the three months ended March 31, 2012 and 2011 totaled $144 million and $100 million, respectively. Capital expenditures during both the three months ended March 31, 2012 and 2011, were associated primarily with manufacturing-capacity expansions in Puerto Rico and other site developments. We currently estimate 2012 spending on capital projects and equipment to be approximately $700 million.

Financing

Cash used in financing activities during the three months ended March 31, 2012, was due primarily to the repurchases of our common stock of $1.4 billion; payment of dividends of $285 million; and repayment of $84 million of long-term debt, offset partially by the net proceeds from issuance of common stock in connection with the Company's equity award program of $374 million. Cash used in financing activities during the three months ended March 31, 2011, was due primarily to the repayment of $2.5 billion of long-term debt.

See Note 9, Financing arrangements, and Note 10, 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, 2011. There have been no material changes to our critical accounting policies in the three months ended March 31, 2012.

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, 2011, and is incorporated herein by reference. There have been no material changes for the three months ended March 31, 2012, to the information provided in Part II, Item 7A, of our Annual Report on Form 10-K for the fiscal year ended December 31, 2011.

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 March 31, 2012.

Management determined that, as of March 31, 2012, 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 13, Contingencies and commitments, to the condensed consolidated financial statements for discussions that are limited to certain recent developments concerning our legal proceedings. These discussions should be read in conjunction with Note 18, 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, 2011.

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, 2011, 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 may in the future materially and adversely affect our business, operations, liquidity and stock price.

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, 2011, provide additional disclosure and context for these supplemental risks and are incorporated herein by reference.

Our marketed products face substantial competition.

In March 2012, the FDA approved peginesatide for treatment of anemia in adult dialysis patients with CKD. Peginesatide competes with our ESA products in the U.S. dialysis setting and may have a material adverse effect on our product sales, business and results of operations.

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

In April 2012, the American Society of Clinical Oncology (ASCO) published a review in which it identified the top five opportunities to improve the quality and value of cancer care by curbing use of common tests and treatments that are not supported by clinical evidence. Among ASCO's suggestions in this review was that oncologists should avoid administering white blood cell stimulating factors (such as NEUPOGEN® and Neulasta®) to patients who have a very low risk for febrile neutropenia, a position consistent with ASCO's existing guidelines for the use of white blood cell stimulating factors.

Our business may be affected by litigation and government investigations.

We and certain of our subsidiaries are involved in legal proceedings and government investigations. (See Note 18, Contingencies and commitments, in the notes to our consolidated financial statements in our Annual Report on Form 10-K for the year ended December 31, 2011, and Note 13, Contingencies and commitments, in the notes to our condensed consolidated financial statements in this quarterly report.) As we announced in October 2011, we have reached an agreement in principle to settle certain 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. We may also be subject to actions by governmental entities, including those not participating in the proposed settlement, and may in the future become subject to claims by other parties, in each case with respect to the alleged conduct which is the subject of this proposed settlement.

The illegal distribution and sale by third parties of counterfeit versions of our products or of stolen or diverted products could have a negative impact on our reputation and business.

Third parties may illegally distribute and sell counterfeit versions of our products, which do not meet the exacting standards of our Company's development, manufacturing and distribution processes that our products undergo. Counterfeit medicines pose a significant risk to patient health and safety because of the conditions under which they are manufactured and the lack of regulation of their contents. Counterfeit products are frequently unsafe or ineffective and can be potentially life-threatening. Our reputation and business could suffer harm as a result of counterfeit drugs sold under our brand name. In addition, products stolen from inventory, at warehouses, plants or while in transit or unlawfully diverted, which are not properly stored and which are sold through unauthorized channels, could adversely impact patient safety, our reputation and our business. Public loss of confidence in the integrity of biologics and/or pharmaceutical products as a result of counterfeiting or theft could have a material adverse effect on our product sales, business and results of operations.

We are increasingly dependent on information technology systems and infrastructure.

We are increasingly dependent upon information technology systems and infrastructure. The multitude and complexity of our computer systems make them inherently vulnerable to service interruption or destruction, malicious intrusion and random attack. Likewise, data privacy or security breaches by employees or others may pose a risk that sensitive data, including intellectual property, trade secrets or personal information belonging to the Company, its patients, customers or other business partners, may be exposed to unauthorized persons or to the public. While we have invested heavily in the protection of data and information technology, there can be no assurance that our efforts will prevent service interruptions, or identify breaches in our systems, that could adversely affect our business and operations and/or result in the loss of critical or sensitive information, which could result in financial, legal, business or reputational harm to us.

Our efforts to acquire other companies or products and to integrate their operations may not be successful, and may result in costs, delays or failures to realize the benefits of the transactions.

We have an ongoing process of evaluating potential merger, acquisition, partnering and in-license opportunities that we expect will contribute to our future growth and expand our geographic footprint, product offerings and/or our research and development pipeline. Such acquisitions may result in unanticipated costs, delays or other operational or financial problems related to integrating the acquired company and business with our company, which may result in the diversion of our management's attention from other business issues and opportunities. Failures or difficulties in integrating the operations of the businesses that we acquire, including their personnel, technology, financial systems, distribution and general business operations and procedures, may affect our ability to grow and may result in us incurring asset impairment or restructuring charges.

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.

During the three months ended March 31, 2012, we had one outstanding stock repurchase program. Our repurchase activity for the three months ended March 31, 2012, 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]
January 1 - January 31	2,163,000	$ 68.23	2,163,000	$ 4,845,481,260
February 1 - February 29	12,551,700	68.01	12,551,700	3,991,800,841
March 1 - March 31	6,331,800	67.62	6,331,800	3,563,534,376
	21,046,500	67.92	21,046,500	

(1) 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: May 8, 2012

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

AMGEN INC.

INDEX TO EXHIBITS

Exhibit No.	Description
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.)
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.)

Exhibit No.	Description
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.)
4.24	Officers' Certificate of Amgen Inc., dated as of November 10, 2011, including forms of the Company's 1.875% Senior Notes due 2014, 2.50% Senior Notes due 2016, 3.875% Senior Notes due 2021 and 5.15% Senior Notes due 2041. (Filed as an exhibit to Form 8-K on November 10, 2011 and incorporated herein by reference.)
4.25	Officers' Certificate of Amgen Inc., dated as of December 5, 2011, including forms of the Company's 4.375% Senior Notes due 2018 and 5.50% Senior Notes due 2026. (Filed as an exhibit to Form 8-K on December 5, 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 14, 2012.)
10.3+*	Form of Restricted Stock Unit Agreement for the Amgen Inc. 2009 Equity Incentive Plan. (As Amended on March 14, 2012.)
10.4+*	Amgen Inc. 2009 Performance Award Program. (As Amended on March 14, 2012.)
10.5+*	Form of Performance Unit Agreement for the Amgen Inc. 2009 Performance Award Program. (As Amended on March 14, 2012.)
10.6+*	Amgen Inc. 2009 Director Equity Incentive Program. (As Amended on March 15, 2012.)
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

Exhibit No.	Description
	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+	Second Amendment to the Amgen Supplemental Retirement Plan, effective October 12, 2011. (Filed as an exhibit to Form 10-K for the year ended December 31, 2011 on February 29, 2012 and incorporated herein by reference.)
10.11+	Third Amendment to the Amgen Supplemental Retirement Plan, executed December 16, 2011. (Filed as an exhibit to Form 10-K for the year ended December 31, 2011 on February 29, 2012 and incorporated herein by reference.)
10.12+	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.)
10.13+	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.)
10.14+	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.)
10.15+	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.)
10.16+	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.)
10.17+	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.)
10.18+	Second Amendment to the Amgen Nonqualified Deferred Compensation Plan, effective October 12, 2011. (Filed as an exhibit to Form 10-K for the year ended December 31, 2011 on February 29, 2012 and incorporated herein by reference.)
10.19+	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.)
10.20+	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.)
10.21+	Agreement between Amgen Inc. and Mr. Anthony C. Hooper, dated October 12, 2011. (Filed as an exhibit to Form 10-K for the year ended December 31, 2011 on February 29, 2012 and incorporated herein by reference.)
10.22+	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).
10.23+*	Amendment to Consulting Agreement, effective February 1, 2012, between Amgen Inc. and Mr. George Morrow.
10.24+	Consulting Services Agreement, effective February 13, 2012, between Amgen Inc., Perlmutter Consulting, Inc. and Dr. Roger M. Perlmutter. (Filed as an exhibit to Form 8-K on March 1, 2012 and incorporated herein by reference).
10.25	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.)
10.26	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.)
10.27	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.)

Exhibit No.	Description
10.28	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.)
10.29	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.)
10.30	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.)
10.31	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.)
10.32	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.)
10.33	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.)
10.34	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.)
10.35	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.)

Exhibit No.	Description
10.36	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.)
10.37	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.)
10.38	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.)
10.39	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.)
10.40	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.)
10.41	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.)
10.42	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.)
10.43	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.)
10.44	Credit Agreement, dated as of December 2, 2011, among Amgen Inc., with Citibank, N.A., as administrative agent, JPMorgan Chase Bank, N.A., as syndication agent, Citigroup Global Markets Inc. and J.P. Morgan Securities LLC as joint lead arrangers and joint book runners, and the other banks party thereto. (Filed as an exhibit to Form 8-K filed on December 2, 2011 and incorporated herein by reference.)
10.45	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.)
10.46	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.)
10.47	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.)
10.48	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.)
10.49	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.)
10.50	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. (Filed as an exhibit to

Exhibit No.	Description
	Form 10-Q for the quarter ended September 30, 2011 on November 4, 2011 and incorporated herein by reference.)
10.51	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.)
10.52	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.)
10.53	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.)
10.54	Sourcing and Supply Agreement, dated November 15, 2011, by and between Amgen USA Inc, a wholly owned subsidiary of Amgen Inc., and DaVita Inc. (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-K for the year ended December 31, 2011 on February 29, 2012 and incorporated herein by reference.)
10.55*	Collaboration Agreement dated March 30, 2012 by and between Amgen Inc. and AstraZeneca Collaboration Ventures, LLC, a wholly owned subsidiary of AstraZeneca Pharmaceuticals LP (with certain confidential information deleted therefrom).
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.DEF*	XBRL Taxonomy Extension Definition Linkbase.
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.

(* = 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)

Exhibit 10.2

Form of Award Notice

[*The information set forth in this Award Notice will be contained on the related pages on Merrill Lynch Benefits Website (or the website of any successor company to Merrill Lynch Bank & Trust Co., FSB). This Award Notice shall be replaced by the equivalent pages on such website. References to Award Notice in this Agreement shall then refer to the equivalent pages on such website*]

This notice of Award (the "Award Notice") sets forth certain details relating to the grant by the Company to you of the Award identified below, pursuant to the Plan. The terms of this Award Notice are incorporated into the Agreement that accompanies this Award Notice and made of part of the Agreement. Capitalized terms used in this Award Notice that are not otherwise defined in this Award Notice have the meanings given to such terms in the Agreement.

Employee:	
Employee ID:	
Address:	
Award Type:	
Grant ID:	
Plan:	Amgen Inc. 2009 Equity Incentive Plan
Grant Date:	
Grant Price:	$
Number of Shares:	
Expiration Date:	The [(th)] anniversary of the date of this Award
Vesting Date:	Means the vesting date indicated in the Vesting Schedule
Vesting Schedule:	Means the schedule of vesting set forth under Vesting Details
Vesting Details:	Means the presentation (tabular or otherwise) of the Vesting Date and the quantity of Shares vesting.

GRANT OF STOCK OPTION AGREEMENT

THE SPECIFIC TERMS OF YOUR STOCK OPTION ARE FOUND IN THE PAGES RELATING TO THE GRANT OF STOCK OPTIONS FOUND ON MERRILL LYNCH BENEFITS WEBSITE (OR THE WEBSITE OF ANY SUCCESSOR COMPANY TO MERRILL LYNCH BANK & TRUST CO., FSB) (THE "AWARD NOTICE") WHICH ACCOMPANIES THIS DOCUMENT. THE TERMS OF THE AWARD NOTICE ARE INCORPORATED INTO THIS GRANT OF STOCK OPTIONS.

On the Grant Date, specified in the Award Notice, Amgen Inc., a Delaware corporation (the "Company"), has granted to you, the grantee named in the Award Notice, under the plan specified in the Award Notice (the "Plan"), an option (the "Option") to purchase the number of shares of the $.0001 par value common stock of the Company (the "Shares") specified in the Award Notice, pursuant to the terms set forth in this Stock Option Agreement, any special terms and conditions for your country set forth in the attached Appendix A and the Award Notice (together, the "Agreement"). This Option is not intended to qualify and will not be treated as an "incentive stock option" within the meaning of Section 422 of the U.S. Internal Revenue Code of 1986, as amended (together with the regulations and other official guidance promulgated thereunder, the "Code"). Capitalized terms not defined herein shall have the meanings assigned to such terms in the Plan.

The provisions of your Option are as follows:

I. Subject to the terms and conditions of the Plan and this Agreement, on each Vesting Date the Option shall vest with respect to the number of Shares indicated on the Vesting Schedule, provided that you have remained continuously and actively employed with the Company or an Affiliate (as defined in the Plan) through each applicable Vesting Date, unless (i) your employment has terminated due to your Voluntary Termination (as defined in Section IV(A)(5)) or (ii) you experience a Qualified Termination (as defined in Section IV(B)(4)), or as otherwise determined by the Company in the exercise of its discretion as provided in Section IV(A)(7). This Option may only be exercised for whole shares of the Common Stock, and the Company shall be under no obligation to issue any fractional Shares to you. Subject to the limitations contained herein, this Option shall be exercisable with respect to each installment on or after the applicable Vesting Date. Notwithstanding anything herein to the contrary, the Vesting Schedule may be accelerated (by notice in writing) by the Company in its sole discretion at any time during the term of this Option. In addition, if not prohibited by local law, vesting may be suspended by the Company in its sole discretion during a leave of absence as provided from time to time according to Company policies and practices.

II. (1) The per share exercise price of this Option is the Grant Price as defined in the Award Notice, being not less than the Fair Market Value of the Common Stock on the date of grant of this Option.

(2) To the extent permitted by applicable statutes and regulations, payment of the exercise price per share is due in full upon exercise of all or any part of each installment which has become exercisable by you by means of (i) cash or a check, (ii) any cashless exercise procedure through the use of a brokerage arrangement approved by the Company, or (iii) any other form of legal consideration that may be acceptable to the Board or the Committee in their discretion.

(3) To the extent permitted by applicable statutes and regulations, if, at the time of exercise, the Company's Common Stock is publicly traded and quoted regularly in the Wall Street Journal, payment of the exercise price may be made by delivery of already-owned Shares of a value equal to the exercise price of the Shares for which this Option is being exercised. The already-owned Shares must have been owned by you for the period required to avoid adverse accounting treatment and owned free and clear of any liens, claims, encumbrances or security interests. Payment may also be made by a combination of cash and already-owned Common Stock.

Notwithstanding the foregoing, the Company reserves the right to restrict the methods of payment of the exercise price if necessary or advisable to comply with applicable law or regulation, as determined by the Company in its sole discretion.

III. Notwithstanding anything to the contrary contained herein, this Option may not be exercised unless the Shares issuable upon exercise of this Option are then registered under the Securities Act, or, if such Shares are not then so registered, the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act.

IV. (A) The term of this Option commences on the Grant Date and, unless sooner terminated as set forth below or in the Plan, terminates on the [(th)] anniversary of the date of this Option (the "Expiration Date"). This Option shall terminate prior to the Expiration Date as follows: three (3) months after the termination of your employment with the Company or an Affiliate (as defined in the Plan) for any reason or for no reason, including if your employment is terminated by the Company or an Affiliate without Cause (as defined below), or in the event of any other termination of your employment caused directly or indirectly by the Company or an Affiliate, unless:

(1) such termination of your employment is due to your Permanent and Total Disability (as defined below), in which case the Option shall terminate on the earlier of the Expiration Date or five (5) years after termination of your employment and the vesting of the Option shall be accelerated and the Option shall be fully exercisable, subject to your execution of a general release and waiver in a form provided by the Company, as of the day immediately preceding such termination of your employment with respect to the Option, except that if the Option was granted in the calendar year in which such termination occurs, the Option shall be accelerated to vest with respect to a number of Shares equal to the number of Shares subject to the Option multiplied by a fraction, the numerator of which is the number of complete months you remained continuously and actively employed during such calendar year, and the denominator of which is twelve (12);

(2) such termination of your employment is due to your death, in which case the Option shall terminate on the earlier of the Expiration Date or five (5) years after your death and the vesting of the Option shall be accelerated and the Option shall be fully exercisable as of the day immediately preceding your death with respect to the Option, except that if the Option was granted in the calendar year in which your death occurs the Option shall be accelerated to vest with respect to a number of shares equal to the number of shares subject to the Option multiplied by a fraction, the numerator of which is the number of complete months you remained continuously and actively employed during such calendar year, and the denominator of which is twelve (12);

(3) during any part of such three (3) month period, this Option is not exercisable solely because of the condition set forth in Section III above, in which event this Option shall not terminate until the earlier of the Expiration Date or until it shall have been exercisable for an aggregate period of three (3) months after the termination of your employment;

(4) exercise of this Option within three (3) months after termination of your employment with the Company or with an Affiliate would result in liability under Section 16(b) of the Exchange Act, in which case this Option will terminate on the earlier of: (a) the tenth (10th) day after the last date upon which exercise would result in such liability; (b) six (6) months and ten (10) days after the termination of your employment with the Company or an Affiliate; or (iii) the Expiration Date;

(5) such termination of your employment is due to your voluntary termination (and such voluntary termination is not the result of Permanent and Total Disability (as defined below)) after you are at least sixty five (65) years of age, or after you are at least fifty-five (55) years of age and have been an employee of the Company and/or an Affiliate for at least ten (10) years in the aggregate as determined by the Company in its sole discretion according to Company policies and practices as in effect from time to time ("Voluntary Termination"), in which case this Option shall terminate on the earlier of the Expiration Date or five (5) years after termination of your employment and the unvested portions of this Option will become exercisable pursuant to the Vesting Schedule without regard to your Voluntary Termination of your employment prior to the Vesting Date, subject to your execution of a general release and waiver in a form provided by the Company, with respect to the Option; if the Option was granted in the calendar year in which your Voluntary Termination occurs, the Option will become exercisable pursuant to the Vesting Schedule only with respect to a number of Shares equal to the number of Shares subject to the Option multiplied by a fraction, the numerator of which is the number of complete months you remained continuously and actively employed during such calendar year, and the denominator of which is twelve (12); notwithstanding the definition of Voluntary Termination set forth above, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in your jurisdiction that would likely result in the favorable treatment upon Voluntary Termination described above being deemed unlawful and/or discriminatory, then the Committee will not apply the favorable treatment described above;

(6) such termination of your employment is due to a Qualified Termination, in which case, the Option shall terminate within three (3) months following the Qualified Termination and, to the extent permitted by applicable law, the vesting of the Option shall be accelerated and the Option shall be fully exercisable as of the day immediately prior to the Qualified Termination; or

(7) the Company determines, in its sole discretion at any time during the term of this Option, in writing, to otherwise extend the period of time during which this Option will vest and may be exercised after termination of your employment.

However, in any and all circumstances and except to the extent the Vesting Schedule has been accelerated by the Company in its sole discretion during the term of this Option or as a result of your Permanent and Total Disability or death as provided in Sections IV(A)(1) or IV(A)(2) above, respectively, as a result of your Voluntary Termination as provided in Section IV(A)(5) above, as a result of a Change of Control as provided in Section IV(A)(6) above or as otherwise determined by the Company in the exercise of its discretion as provided in Section IV(A)(7) above, this Option may be exercised following termination of your employment only as to that number of Shares as to which it was exercisable on the date of termination of your employment under the provisions of Section I of this Agreement.

(B) For purposes of this Option:

(1) "termination of your employment" shall mean the last date you are either an active employee of the Company or an Affiliate or actively engaged as a consultant or director to the Company or an Affiliate; in the event of termination of your employment (whether or not in breach of local labor laws), your right to receive options and vest under the Plan, if any, will terminate effective as of the date that you are no longer actively employed and will not be extended by any notice period mandated under local law (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to local law). Your right, if any, to exercise the Option after termination of employment will be measured by the date of termination of your active employment and will not be extended by any notice period mandated under local law;

(2) "Cause" shall mean (i) your conviction of a felony, or (ii) your engaging in conduct that constitutes willful gross neglect or willful gross misconduct in carrying out your duties, resulting, in either case, in material economic harm to the Company, unless you believed in good faith that such conduct was in, or not contrary to, the best interests of the Company. For purposes of clause (ii) above, no act, or failure to act, on your part shall be deemed "willful" unless done, or omitted to be done, by you not in good faith;

(3) "Permanent and Total Disability" shall have the meaning ascribed to such term under Section 22(e)(3) of the Code and with such permanent and total disability being certified prior to termination of your employment by (a) the U.S. Social Security Administration, (b) the comparable governmental authority applicable to an Affiliate, (c) such other body having the relevant decision-making power applicable to an Affiliate, or (d) an independent medical advisor appointed by the Company in its sole discretion, as applicable, in any such case;

(4) "Qualified Termination" shall mean

(a) if you are an employee who participates in the Change of Control Plan, your termination of employment within two (2) years following a Change of Control (i) by the Company other than for Cause, Disability (as defined below) or as a result of your death, or (ii) by you for Good Reason (as defined in the Change of Control Plan); or

(b) if you are an employee who does not participate in the Change of Control Plan or the Change of Control Plan is no longer in effect, your termination of employment within two (2) years following a Change of Control by the Company other than for Cause, Disability (as defined below) or as a result of your death;

(5) "Change of Control" shall mean the occurrence of any of the following:

(a) the acquisition (other than from the Company) by any person, entity or "group," within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act (excluding, for this purpose, the Company or any of its Affiliates, or any employee benefit plan of the Company or any of its Affiliates which acquires beneficial ownership of voting securities of the Company), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of either the then outstanding Shares or the combined voting power of the Company's then outstanding voting securities entitled to vote generally in the election of directors; or

(b) individuals who, as of April 2, 1991, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to April 2, 1991, whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board (other than an election or nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the Directors of the Company, as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) shall be, for purposes of the Plan, considered as though such person were a member of the Incumbent Board; or

(c) the consummation by the Company of a reorganization, merger, consolidation, (in each case, with respect to which persons who were the stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than fifty percent (50%) of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated company's then outstanding voting securities) or a liquidation or dissolution of the Company or of the sale of all or substantially all of the assets of the Company; or

(d) any other event which the Incumbent Board, in its sole discretion, determines shall constitute a Change of Control;

Notwithstanding anything herein or in any Award Agreement to the contrary, if a Change of Control constitutes a payment event with respect to any Award that is subject to United States income tax and which provides for a deferral of compensation that is subject to Section 409A of the Code, the transaction or event described in subsection (a), (b), (c) or (d) above must also constitute a "change in control event," as defined in U.S. Treasury Regulation §1.409A-3(i)(5), in order to constitute a Change of Control for purposes of payment of such Award.

(6) "Change of Control Plan" shall mean the Company's change of control and severance plan, including the Amgen Inc. Change of Control Severance Plan, as amended and restated, effective as of December 9, 2010 (and any subsequent amendments thereto), or any equivalent plan governing the provision of benefits to eligible employees upon the occurrence of a Change of Control (including resulting from a termination of employment that occurs within a specified time period following a Change of Control), as in effect immediately prior to a Change of Control; and

(7) "Disability" shall be determined in accordance with the Company's long-term disability plan as in effect immediately prior to a Change of Control.

V. (A) To the extent specified above, this Option may be exercised by delivering a notice of exercise in person, by mail, via electronic mail or facsimile or by other authorized method designated by the Company, together with the exercise price to the Company Stock Administrator, or to such other person as the Company Stock Administrator may designate, during regular business hours, together with such additional documents as the Company may then require pursuant to Section 7.2(b) of the Plan.

(B) Regardless of any action the Company or your actual employer (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you ("Tax Obligations"), you acknowledge that the ultimate liability for all Tax Obligations is and remains your responsibility and may exceed the amount actually withheld by the Company and/or your Employer. You further acknowledge that the Company and/or your Employer: (a) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Option grant, including, but not limited to, the grant, vesting or exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate your liability for Tax Obligations or achieve any particular tax result. Furthermore, if you become subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, you acknowledge that the Company and/or your Employer (or former employer, as applicable) may be required to withhold or account for Tax Obligations in more than one jurisdiction.

(C) Prior to any relevant taxable or tax withholding event, as applicable, you shall pay or make adequate arrangements satisfactory to the Company and/or your Employer to

satisfy all Tax Obligations. In this regard, you authorize the Company and/or your Employer, or their respective agents, at their discretion, to satisfy all applicable Tax Obligations by one or a combination of the following:

(1) withholding from your wages or other cash compensation paid to you by the Company and/or your Employer; or

(2) withholding from proceeds of the sale of Shares acquired upon exercise of the Option either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization).

To avoid adverse accounting treatment, the Company may withhold or account for Tax Obligations not to exceed the applicable minimum statutory withholding rates or other applicable withholding rates.

(D) Finally, you shall pay to the Company or your Employer any amount of Tax Obligations that the Company or your Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. You agree to take any further actions and execute any additional documents as may be necessary to effectuate the provisions of this Section V. Notwithstanding anything to the contrary contained herein, the Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares if you fail to comply with your obligations in connection with the Tax Obligations.

VI. This Option is not transferable, except by will or the laws of descent and distribution, and is exercisable during your life only by you except if you have named a trust created for the benefit of you, your spouse, or members of your immediate family (a "Trust") as beneficiary of this Option, this Option may be exercised by the Trust after your death.

VII. Any notices provided for in this Option or the Plan shall be given in writing or electronically and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the address specified above or at such other address as you hereafter designate by written notice to the Company Stock Administrator. Such notices may be given using any automated system for the documentation, granting or exercise of Awards, such as a system using an internet website or interactive voice response, as approved by the Company.

VIII. This Option is subject to all the provisions of the Plan and its provisions are hereby made a part of this Option, including without limitation the provisions of Articles 6 and 7 of the Plan relating to Options, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Option and those of the Plan, the provisions of the Plan shall control.

IX. ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Option by and among, as applicable, your Employer, the Company, or Affiliates of the Company for the exclusive purpose of implementing, administering and managing your participation in the Plan.***

You understand that the Company and your Employer may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number (to the extent permitted under applicable local law) or other identification number, salary, nationality, job title, residency status, any shares of stock or directorships held in the Company, details of all equity compensation or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in your favor, for the purpose of implementing, administering and managing the Plan ("Data").

You understand that Data may be transferred to Merrill Lynch Bank & Trust Co., FSB, (or any successor thereto,), or any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country or elsewhere including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that, if you reside outside the United States, you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize your Employer, the Company, Affiliates of the Company, Merrill Lynch Bank & Trust Co., FSB (or any successor thereto), and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing your participation in the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required to any other broker, escrow agent or other third party with whom the shares received upon exercise of this Option may be deposited. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that, if you reside outside the United States, you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that the Company would not be able to grant you Options or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

X. The terms of this Option shall be governed by the laws of the State of Delaware without giving effect to principles of conflicts of laws. For purposes of litigating any dispute that arises hereunder, the parties hereby submit to and consent to the jurisdiction of the

State of Delaware, and agree that such litigation shall be conducted in the courts of the State of Delaware, or the federal courts for the United States for the federal district located in the State of Delaware, and no other courts, where this Option is made and/or to be performed.

XI. Notwithstanding any provision of this Option to the contrary, if you are employed by the Company or an Affiliate in any of the countries identified in the attached Appendix A (which constitutes a part of this Agreement), are subject to the laws of any foreign jurisdiction, or relocate to one of the countries included in the attached Appendix A, the Option granted hereunder shall be subject to any special terms and conditions for your country set forth in Appendix A and the following additional terms and conditions:

a. the terms and conditions of this Option, including Appendix A, are deemed modified to the extent necessary or advisable to comply with applicable foreign laws or facilitate the administration to the Plan;

b. if applicable, the effectiveness of this Option is conditioned upon its compliance with any applicable foreign laws, regulations, rules or local governmental regulatory exemption and subject to receipt of any required foreign regulatory approvals; and

c. the Company may take any other action before or after the date of this Option that it deems advisable to obtain approval or comply with any necessary local governmental regulatory exemptions or approvals.

XII. Notwithstanding the foregoing, the Company may not take any actions hereunder, that would violate the Securities Act, the Exchange Act, the Code, or any other securities or tax or other applicable law or regulation, or the rules of any Securities Exchange. Notwithstanding anything to the contrary contained herein, the Shares issuable upon exercise of this Option shall not be issued unless such Shares are then registered under the Securities Act, or, if such Shares are not then so registered, the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act.

XIII. (A) In accepting this Option, you acknowledge that:

(1) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, as provided in the Plan;

(2) the grant of this Option is voluntary and occasional and does not create any contractual or other right to receive future awards of options, or benefits in lieu of options even if options have been awarded repeatedly in the past;

(3) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

(4) your participation in the Plan shall not create a right to further employment with the Employer and shall not interfere with the ability of the Employer to terminate your employment or service relationship (if any) at any time;

(5) your participation in the Plan is voluntary;

(6) the grant of options and the underlying Shares are not intended to replace any pension rights or compensation;

(7) neither the grant of options nor any provision of this Option, the Plan or the policies adopted pursuant to the Plan confer upon you any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with the Company or any Affiliate;

(8) in the event that you are not an employee of the Company or any Affiliate, the Option shall not be interpreted to form an employment contract or relationship with the Company or any Affiliate;

(9) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(10) if the underlying Shares do not increase in value, this Option will have no value; if you exercise this Option and obtain Shares, the value of those Shares acquired upon exercise may increase or decrease in value, even below the Grant Price per share;

(11) in consideration of the grant of this Option, no claim or entitlement to compensation or damages arises from forfeiture of options resulting from termination of your employment by the Company or an Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and you irrevocably release the Company and your Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, you shall be deemed irrevocably to have waived your entitlement to pursue such claim;

(12) except as otherwise provided in this Agreement or the Plan, the Option and the benefits under the Plan, if any, will not automatically transfer to another company in case of a merger, takeover or transfer of liability; and.

(13) the following provisions apply only if you are providing services outside the United States:

(i) for employment law purposes outside the United States, the Option and underlying Shares are not part of normal or expected compensation or salary for any purpose, including but not limited to for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments; and

(ii) you acknowledge and agree that neither the Company, the Employer nor any Affiliate of the Company shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Option or of any amounts due to you pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercise of the Option.

(B) The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

XIV. If one or more of the provisions of this Option shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provisions shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Option to be construed so as to foster the intent of this Option and the Plan.

XV. If you have received this Option or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

XVI. This Option is not intended to constitute "nonqualified deferred compensation" within the meaning of Code Section 409A, but rather is intended to be exempt from the application of Code Section 409A. To the extent that this Option is nevertheless deemed to be subject to Code Section 409A for any reason, this Option shall be interpreted in accordance with Code Section 409A and U.S. Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Grant Date. Notwithstanding any provision herein to the contrary, in the event that following the Grant Date, the Committee (as defined in the Plan) determines that this Option may be or become subject to Code Section 409A, the Committee may adopt such amendments to the Plan and/or this Option or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Committee determines are necessary or appropriate to (a) exempt the Plan and/or this Option from the application of Code Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to this Option, or (b) comply with the requirements of Code Section 409A; provided, however, that this paragraph shall not create an obligation on the part of the Committee to adopt any such amendment, policy or procedure or take any such other action.

XVII. By electing to accept this Option, you acknowledge receipt of this Option and hereby confirm your understanding that the terms set forth in this Option constitute, subject to the terms of the Plan, which terms shall control in the event of any conflict between the Plan and this Option, the entire agreement and understanding of the parties with respect to the matters contained herein and supersede any and all prior agreements, arrangements and understandings,

both oral and written, between the parties concerning the subject matter of this Option. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

XVIII. The Company reserves the right to impose other requirements on your participation in the Plan, on this Option and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

XIX. This Option and all compensation payable with respect to it shall be subject to recovery by the Company pursuant to any and all of the Company's policies with respect to the recovery of compensation, as they shall be in effect and may be amended from time to time, to the maximum extent permitted by applicable law.

XX. You acknowledge that a waiver by the Company of breach of any provision of this Option shall not operate or be construed as a waiver of any other provision of this Option, or of any subsequent breach by you or any other grantee.

Very truly yours,

AMGEN INC.

By _____

Duly authorized on behalf of the Board of Directors

APPENDIX A

ADDITIONAL TERMS AND CONDITIONS OF THE AMGEN INC 2009 EQUITY INCENTIVE STOCK PLAN

GRANT OF STOCK OPTION (BY COUNTRY)

TERMS AND CONDITIONS

This Appendix includes additional terms and conditions that govern the Option to purchase Shares under the Plan **if, under applicable law, you are a resident of, or are deemed to be a resident of one of the countries listed below. Furthermore, the additional terms and conditions that govern the Option granted hereunder may apply to you if you relocate to one of the countries listed below and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to you.** Certain capitalized terms used but not defined in this Appendix A shall have the meanings set forth in the Plan and/or the Agreement to which this Appendix is attached.

NOTIFICATIONS

This Appendix also includes notifications relating to exchange control and other issues of which you should be aware with respect to your participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the countries to which this Appendix refers as of February 2012. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the notifications herein as the only source of information relating to the consequences of your participation in the Plan because the information may be outdated when you exercise the Option, acquire Shares under the Plan, or when you subsequently sell Shares acquired under the Plan.

In addition, the notifications are general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation. Finally, if you are a citizen or resident of a country other than the one in which you are currently working or are considered a resident of another country for local law purposes, the information contained herein may not be applicable to you or you may be subject to the provisions of one or more jurisdictions.

ALL NON-U.S. JURISDICTIONS

TERMS AND CONDITIONS

Method of Exercise. The following provision replaces Section II(a)(3):

To the extent permitted by applicable statutes and regulations, payment of the exercise price per share is due in full in cash or check upon exercise of all or any part of this Option which has

become exercisable by you. Due to legal restrictions outside the U.S., you are not permitted to pay the exercise price by delivery of already-owned Shares of a value equal to the exercise price of the Shares for which this Option is being exercised. Furthermore, payment may not be made by a combination of cash and already-owned Common Stock.

ALGERIA

TERMS AND CONDITIONS

Option Cashless Exercise Restriction. Due to legal restrictions in Algeria, you will be required to pay the exercise price for any Shares subject to the Option granted hereunder by a cashless sell-all exercise, such that all Shares will be sold immediately upon exercise and the cash proceeds of sale, less the exercise price, any Tax Obligations and broker's fees or commissions, will be remitted to you. The Company reserves the right to provide additional methods of exercise depending on local developments.

NOTIFICATIONS

Exchange Control Information. Proceeds from the cashless sell-all exercise must be repatriated to Algeria.

AUSTRALIA

NOTIFICATIONS

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on your behalf.

Securities Law Information. If you acquire Shares under the Plan and offer the Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. You should consult with your own legal advisor before making any such offer in Australia.

AUSTRIA

NOTIFICATIONS

Consumer Protection Information. You may be entitled to revoke acceptance of the Option granted under the Plan on the basis of the Austrian Consumer Protection Act (the "Act") under the conditions listed below, if the Act is considered to be applicable to the Agreement and the Plan:

(i) If you accept the Option outside the business premises of the Company, you may be entitled to revoke your acceptance of the Option, provided the revocation is made within one (1) week after such acceptance of the Option.

(ii) The revocation must be in written form to be valid. It is sufficient if you return the Agreement to the Company or the Company's representative with language which can be understood as a refusal to conclude or honor the Agreement, provided the revocation is sent within the period discussed above.

Exchange Control Information. If you hold Shares acquired under the Plan outside of Austria, you must submit a report to the Austrian National Bank. An exemption applies if the value of the shares as of any given quarter does not exceed €30,000,000 or if the value of the shares in any given year as of December 31 does not exceed €5,000,000. If the former threshold is exceeded, quarterly obligations are imposed, whereas if the latter threshold is exceeded, annual reports must be given. The annual reporting date is December 31 and the deadline for filing the annual report is March 31 of the following year.

A separate reporting requirement applies when you sell Shares acquired under the Plan. In that case, there may be exchange control obligations if the cash proceeds are held outside of Austria. If the transaction volume of all accounts abroad exceeds €3,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th day of the following month, on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

BELGIUM

NOTIFICATIONS

Taxation of the Option. Your tax consequences will vary depending on when you accept the Option. If you accept the Option in writing within 60 days of the offer date, you will be subject to taxation on the offer date. If you accept the Option more than 60 days after the offer date, you will be subject to taxation at exercise. Please refer to the additional materials that will be delivered to you for a more detailed description of the tax consequences of accepting the Option. You should consult your personal tax advisor prior to accepting the Option.

Tax Reporting Information. You are required to report any taxable income attributable to the Option granted hereunder on your annual tax return. You are also required to report any security and bank accounts opened and maintained outside Belgium on your annual tax return.

BRAZIL

TERMS AND CONDITIONS

Compliance with Law. By accepting the Option, you acknowledge that you agree to comply with applicable Brazilian laws and pay any and all applicable taxes associated with the exercise of the Option and the sale of Shares acquired under the Plan.

NOTIFICATIONS

Exchange Control Notification. If you are resident or domiciled in Brazil, you will be required to submit annually a declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights equals or exceeds US$100,000. Assets and rights that must be reported include the Shares.

BULGARIA

NOTIFICATIONS

Exchange Control Notification. If you exercise the Option by means of cash or a check, in order to remit funds out of Bulgaria, you will need to declare the purpose of the remittance to the local bank that is transferring the funds abroad. If the amount that you wish to transfer exceeds BGN25,000, you will need to complete a standard form statistical declaration and provide it to the bank involved in the money transfer. You should check with your local bank on requirements for information or documents that may need to be provided. If you exercise the Option by means of a cashless exercise method, no declaration to the local bank will be required.

CANADA

TERMS AND CONDITIONS

Form of Payment. Due to legal restrictions in Canada, you are prohibited from surrendering Shares that you already own to pay the exercise price or any Tax Obligations in connection with the Option.

Termination of Employment. Section IV(B)(1) of the Agreement is amended to read as follows:

(1) "termination of your employment" shall mean the last date you are either an active employee of the Company or an Affiliate or actively engaged as a consultant or director to the Company or an Affiliate; in the event of involuntary termination of your employment (whether or not in breach of local labor laws), your right to receive the Option and vest under the Plan, if any, will terminate effective as of the date that is the earlier of: (1) the date you receive notice of termination of employment from the Company or your Employer, or (2) the date you are no longer actively employed by the Company or your Employer regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not limited to statutory law, regulatory law and/or common law). Your right, if any, to acquire Shares pursuant to the Option after termination of employment will be measured by the date of termination of your active employment and will not be extended by any notice period mandated under local law.

The following provisions will apply to you if you are a resident of Quebec:

Language Consent. The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention ("Agreement"), ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.

Data Privacy Notice and Consent. This provision supplements Section IX of the Agreement:

You hereby authorize the Company and the Company's representative to discuss with and obtain all relevant information from all personnel (professional or not) involved in the administration and operation of the Plan. You further authorize the Company and your Employer to disclose and discuss your participation in the Plan with their advisors. You also authorize the Company and your Employer to record such information and keep it in your employee file.

NOTIFICATIONS

Securities Law Information. You are permitted to sell Shares acquired through the Plan through the designated broker appointed under the Plan, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed (*i.e.*, the NASDAQ Global Select Market).

CZECH REPUBLIC

NOTIFICATIONS

Exchange Control Information. Proceeds from the sale of Shares may be held in a cash account abroad and you are no longer required to report the opening and maintenance of a foreign account to the Czech National Bank (the "CNB"), unless the CNB notifies you specifically that such reporting is required. Upon request of the CNB, you may need to file a notification within 15 days of the end of the calendar quarter in which you acquire Shares.

DENMARK

NOTIFICATIONS

Exchange Control Information. If you establish an account holding Shares or an account holding cash outside Denmark, you must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. (These obligations are separate from and in addition to the obligations described below.)

Securities/Tax Reporting Information. If you hold Shares acquired under the Plan in a brokerage account with a broker or bank outside Denmark, you are required to inform the Danish Tax Administration about the account. For this purpose, you must sign and file a Form V (Erklaering V) with the Danish Tax Administration. In the event that the applicable broker or bank with which the account is held does not also sign the Form V, you acknowledge that you are solely responsible for providing certain details regarding the foreign brokerage or bank account and any Shares acquired under the Plan and held in such account to the Danish Tax Administration as part of your annual income tax return. By signing the Form V, you authorize the Danish Tax Administration to examine the account.

In addition, if you open a brokerage account (or a deposit account with a U.S. bank) for the purpose of holding cash outside Denmark, you are also required to inform the Danish Tax Administration about this account. To do so, you must file a Form K (Erklaering K) with the Danish Tax Administration. The Form K must be signed both by you and by the applicable broker or bank where the account is held, unless an exemption from the broker/bank signature requirement is obtained from the Danish Tax Administration (which exemption may be sought on the Form K itself). By signing the Form K, you (and the broker/bank to the extent the exemption is not obtained) undertake an obligation, without further request each year, to forward information to the Danish Tax Administration concerning the content of the account. By signing the Form K, you authorize the Danish Tax Administration to examine the account.

If you exercise the Option by means of the cashless method of exercise, you are not required to file a Form V because you will not hold any Shares. However, if you open a deposit account with a foreign broker or bank to hold the cash proceeds, you are required to file a Form K as described above.

EGYPT

NOTIFICATIONS

Exchange Control Information. If you transfer funds into or out of Egypt in connection with the exercise of the Option, you are required to transfer the funds through a registered bank in Egypt.

FINLAND

There are no country-specific provisions.

GERMANY

NOTIFICATIONS

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If you make or receive a payment in excess of this amount, you are responsible for obtaining the appropriate form from a German federal bank and complying with applicable reporting requirements.

GREECE

NOTIFICATIONS

Exchange Control Information. If you exercise your Option through a cash exercise, withdraw funds from a bank in Greece and remit those funds out of Greece, you may be required to submit a written application to the bank. The application will likely need to contain the following information: (i) amount and currency to be remitted; (ii) account to be debited; (iii) name and contact information of the beneficiary (the person or corporation to whom the funds are to be remitted); (iv) bank of the beneficiary with address and code number; (v) account number of the beneficiary; (vi) details of the payment such as the purpose of the transaction (*e.g.*, exercise of Option); and (vii) expenses of the transaction.

If you exercise your Option by way of a cashless method of exercise as described in Section II(2)(ii) of the Agreement, this application will not be required because no funds will be remitted out of Greece.

HONG KONG

TERMS AND CONDITIONS

SECURITIES WARNING: *The Option and any Shares issued in respect of the Option do not constitute a public offering of securities under Hong Kong law and are available only to members of the Board, Employees and Consultants. The Agreement, including this Appendix, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong, nor have the documents been reviewed by any regulatory authority in Hong Kong. The Option and any documentation related thereto are intended solely for the personal use of each member of the Board, Employee and/or Consultant and may not be distributed to any other person. If you are in doubt about any of the contents of the Agreement, including this Appendix, or the Plan, you should obtain independent professional advice.*

Sale of Shares. In the event that Shares are issued in respect of Options within six (6) months of the Grant Date, you agree that you will not dispose of such Shares prior to the six (6)-month anniversary of the Grant Date.

HUNGARY

There are no country-specific provisions.

INDIA

TERMS AND CONDITIONS

Option Exercise Restriction. Due to legal restrictions in India, you will not be permitted to pay the exercise price for Shares subject to the Option granted hereunder by a cashless "sell-to-

cover" procedure, under which method a number of Shares with a value sufficient to cover the exercise price, brokerage fees and any applicable Tax Obligations would be sold upon exercise and you would receive only the remaining Shares subject to the exercised Option. The Company reserves the right to permit this procedure for payment of the exercise price in the future, depending on the development of local law.

NOTIFICATIONS

Exchange Control Notification. If you remit funds out of India to purchase Shares at exercise of the Option granted hereunder, you are responsible for complying with applicable exchange control regulations. In particular, it will be your obligation to determine whether approval from the Reserve Bank of India is required prior to exercise or whether you have exhausted the investment limit of US$200,000 for the relevant fiscal year.

You understand that you must repatriate any cash dividends paid on Shares acquired under the Plan and any proceeds from the sale of Shares acquired under the Plan to India within 90 days of receipt. You will receive a foreign inward remittance certificate ("FIRC") from the bank where you deposit the foreign currency, and you must maintain the FIRC as proof of repatriation of funds in the event that the Reserve Bank of India or the Employer requests proof of repatriation. It is your responsibility to comply with these requirements.

IRELAND

TERMS AND CONDITIONS

Nature of Agreement. This provision supplements Section XII of the Agreement:

In accepting the Option granted hereunder, you acknowledge your understanding and agreement that the benefits received under the Plan will not be taken into account for any redundancy or unfair dismissal claim.

NOTIFICATIONS

Director Notification Requirements. If you are a director, shadow director or secretary of an Irish Affiliate, you must notify the Irish Affiliate in writing within five (5) business days of receiving or disposing of an interest in the Company (*e.g.*, an Option or Shares) in the Company, or within five (5) business days of becoming aware of the event giving rise to the notification requirement, or within five (5) business days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children (whose interests, if any, will be attributed to the director, shadow director or secretary).

ITALY

TERMS AND CONDITIONS

Option Cashless Exercise Restriction. Due to legal restrictions in Italy, you will be required to pay the exercise price for any Shares subject to the Option granted hereunder by a cashless sell-all exercise, such that all Shares will be sold immediately upon exercise and the cash proceeds of sale, less the exercise price, any Tax Obligations and broker's fees or commissions, will be remitted to you. The Company reserves the right to provide additional methods of exercise depending on local developments.

Data Privacy Notice. The following provision replaces Section IX of the Agreement:

You understand that your Employer, the Company and any Affiliate may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance (to the extent permitted under Italian law) or other identification number, salary, nationality, job title, any shares or directorships held in the Company or any Affiliate, details of all Awards granted, or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, managing and administering the Plan ("Data").

You also understand that providing the Company with Data is necessary for the performance of the Plan and that your refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan. The Controller of personal data processing is Amgen Inc., with registered offices at One Amgen Center Drive, Thousand Oaks, California 91320, U.S.A., and, pursuant to Legislative Decree no. 196/2003, its Representative in Italy for privacy purposes is Amgen Dompe S.p.A., with registered offices at Via Tazzoli, 6 – 20154 Milan, Italy.

You understand that Data will not be publicized, but it may be transferred to banks, other financial institutions, or brokers involved in the management and administration of the Plan. You understand that Data may also be transferred to the independent registered public accounting firm engaged by the Company. You further understand that the Company and/or any Affiliate will transfer Data among themselves as necessary for the purpose of implementing, administering and managing your participation in the Plan, and that the Company and/or any Affiliate may each further transfer Data to third parties assisting the Company in the implementation, administration, and management of the Plan, including any requisite transfer of Data to a broker or other third party with whom you may elect to deposit any Shares acquired at vesting of the Option. Such recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing your participation in the Plan. You understand that these recipients may be located in or outside the European Economic Area, such as in the United States or elsewhere. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan.

You understand that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions, as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require your consent thereto, as the processing is necessary to performance of contractual obligations related to implementation, administration, and management of the Plan. You understand that, pursuant to Section 7 of the Legislative Decree no. 196/2003, you have the right to, including but not limited to, access, delete, update, correct, or terminate, for legitimate reason, the Data processing.

Furthermore, you are aware that Data will not be used for direct-marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting your local human resources representative.

Acknowledgement of Nature of Agreement. By accepting the Option granted hereunder, you acknowledge that (1) you have received a copy of the Plan, the Agreement and this Appendix; (2) you have reviewed the applicable documents in their entirety and fully understand the contents thereof; and (3) you accept all provisions of the Plan, the Agreement and this Appendix.

For the Option granted, you further acknowledge that you have read and specifically and explicitly approve, without limitation, the following Sections of the Option Agreement: Section I, Section IV, Section V, Section IX (as replaced by the above consent), Section X, Section XIII, Section XIV, and Section XVIII.

JAPAN

NOTIFICATIONS

Exchange Control Information. If you acquire Shares valued at more than ¥100,000,000 in a single transaction, you must file a Securities Acquisition Report with the Ministry of Finance through the Bank of Japan within 20 days of the purchase of the Shares.

In addition, if you pay more than ¥30,000,000 in a single transaction for the purchase of Shares when you exercise the Option, you must file a Payment Report with the Ministry of Finance through the Bank of Japan by the 20th day of the month following the month in which the payment was made. The precise reporting requirements vary depending on whether or not the relevant payment is made through a bank in Japan.

A Payment Report is required independently from a Securities Acquisition Report. Therefore, if the total amount that you pay upon a one-time transaction for exercising the Option and purchasing Shares exceeds ¥100,000,000, then you must file both a Payment Report and a Securities Acquisition Report.

LITHUANIA

There are no country-specific provisions.

MEXICO

TERMS AND CONDITIONS

Acknowledgement of the Agreement. In accepting the Option granted hereunder, you acknowledge that you have received a copy of the Plan, have reviewed the Plan and the Option Agreement, including this Appendix, in their entirety and fully understand and accept all provisions of the Plan and the Agreement, including this Appendix. You further acknowledge that you have read and specifically and expressly approve the terms and conditions of Section XIII of the Agreement, in which the following is clearly described and established:

(1) Your participation in the Plan does not constitute an acquired right.

(2) The Plan and your participation in the Plan are offered by Amgen Inc. on a wholly discretionary basis.

(3) Your participation in the Plan is voluntary.

(4) Amgen Inc. and its Affiliates are not responsible for any decrease in the value of the Option granted and/or Shares issued under the Plan.

Labor Law Acknowledgement and Policy Statement. In accepting the Option granted hereunder, you expressly recognize that Amgen Inc., with registered offices at One Amgen Center Drive, Thousand Oaks, California 91320, U.S.A., is solely responsible for the administration of the Plan and that your participation in the Plan and acquisition of Shares do not constitute an employment relationship between you and Amgen Inc. since you are participating in the Plan on a wholly commercial basis and your sole employer is Amgen Latin America Services, S.A. de C.V. (“Amgen-Mexico”). Based on the foregoing, you expressly recognize that the Plan and the benefits that you may derive from participation in the Plan do not establish any rights between you and your employer, Amgen-Mexico, and do not form part of the employment conditions and/or benefits provided by Amgen-Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of your employment.

You further understand that your participation in the Plan is as a result of a unilateral and discretionary decision of Amgen Inc.; therefore, Amgen Inc. reserves the absolute right to amend and/or discontinue your participation in the Plan at any time without any liability to you.

Finally, you hereby declare that you do not reserve to yourself any action or right to bring any claim against Amgen Inc. for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and you therefore grant a full and broad release to Amgen Inc., its Affiliates, shareholders, officers, agents or legal representatives with respect to any claim that may arise.

Spanish Translation

Reconocimiento del Otorgamiento. Al aceptar cualquier Opción bajo el presente documento, usted reconoce que ha recibido una copia del Plan, que ha revisado el mismo en su totalidad, así como también el Acuerdo de Opción, incluyendo este Apéndice, además que comprende y está de acuerdo con todas las disposiciones tanto del Plan y del Opción, incluyendo este Apéndice. Asimismo, usted reconoce que ha leído y manifiesta específicamente y expresamente la conformidad con los términos y condiciones establecidos en la Sección XIII del Acuerdo de Opción, en los que se establece y describe claramente que:

(1) Su participación en el Plan de ninguna manera constituye un derecho adquirido.

(2) El Plan y su participación en el mismo son ofrecidos por Amgen Inc. de forma completamente discrecional.

(3) Su participación en el Plan es voluntaria.

(4) Amgen Inc. y sus Afiliados no son responsables de ninguna disminución en el valor de la opción otorgada y/o de las Acciones Comunes emitidas mediante el Plan.

Reconocimiento de la Ley Laboral y Declaración de Política. Al aceptar cualquier Opción bajo el presente, usted reconoce expresamente que Amgen Inc., con oficinas registradas localizadas en One Amgen Center Drive, Thousand Oaks, California 91320, U.S.A., es la única responsable de la administración del Plan y que su participación en el mismo y la adquisición de Acciones Comunes no constituyen de ninguna manera una relación laboral entre usted y Amgen Inc., debido a que su participación en el Plan es únicamente una relación comercial y que su único empleador es Amgen Latin America Services, S.A. de C.V. (“Amgen-México”). Derivado de lo anterior, usted reconoce expresamente que el Plan y los beneficios a su favor que pudieran derivar de la participación en el mismo, no establecen ningún derecho entre usted y su empleador, Amgen – México, y no forman parte de las condiciones laborales y/o los beneficios otorgados por Amgen – México, y cualquier modificación del Plan o la terminación del mismo no constituirá un cambio o desmejora de los términos y condiciones de su trabajo.

Asimismo, usted entiende que su participación en el Plan es resultado de la decisión unilateral y discrecional de Amgen Inc., por lo tanto, Amgen Inc. se reserva el derecho absoluto de modificar y/o descontinuar su participación en el Plan en cualquier momento y sin ninguna responsabilidad para usted.

Finalmente, usted manifiesta que no se reserva ninguna acción o derecho que origine una demanda en contra de Amgen Inc., por cualquier compensación o daños y perjuicios, en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia usted exime amplia y completamente a Amgen Inc. de toda responsabilidad, como así también a sus Afiliadas, accionistas, directores, agentes o representantes legales con respecto a cualquier demanda que pudiera surgir.

NETHERLANDS

NOTIFICATIONS

Securities Law Information. You should be aware of Dutch insider-trading rules, which may impact the exercise of the Option granted hereunder and the sale of Shares acquired under the Plan. In particular, you may be prohibited from effectuating certain transactions if you have insider information regarding the Company.

By accepting the Option granted hereunder and participating in the Plan, you acknowledge having read and understood this Securities Law Notification and further acknowledge that it is your responsibility to comply with the following Dutch insider trading rules:

Under Article 5:56 of the Dutch Financial Supervision Act, anyone who has "inside information" related to the issuing company is prohibited from effectuating a transaction in securities in or from the Netherlands. "Inside information" is defined as knowledge of specific information concerning the issuing company to which the securities relate or the trade in securities issued by such company, which has not been made public, and which, if published, would reasonably be expected to affect the share price, regardless of the development of the price. The insider could be any employee of any Affiliate in the Netherlands who has inside information as described herein.

Given the broad scope of the definition of inside information, certain employees of the Company working at an Affiliate in the Netherlands (including persons eligible to participate in the Plan) may have inside information and, thus, would be prohibited from effectuating a transaction in securities in the Netherlands at a time when in possession of such inside information.

NEW ZEALAND

NOTIFICATIONS

Securities Law Information. You are being offered an opportunity to participate in the Plan. In compliance with New Zealand securities law, you are hereby notified that the following documents are available for review at the web addresses listed below:

- The Company's most recent Annual Report (Form 10-K), Quarterly Report (Form 10-Q) and published financial statements (in Form 10-K or Form 10-Q): www.amgen.com
- The Plan, the Plan Prospectus and the Agreement: www.benefits.ml.com

NORWAY

There are no country-specific provisions.

POLAND

NOTIFICATIONS

Exchange Control Information. Polish residents holding foreign securities (including Shares) and maintaining accounts abroad must report information to the National Bank of Poland. Specifically, if the aggregate value of shares and cash held in such foreign accounts exceeds PLN 7 million, Polish residents must file reports on the transactions and balances of the accounts on a quarterly basis. If required, the reports are due on a quarterly basis by the 20th day following the end of each quarter and must be filed on special forms available on the website of the National Bank of Poland. In addition, Polish residents are required to transfer funds through a bank account in Poland if the transferred amount in any single transaction exceeds a specified threshold (currently €15,000). You must store all documents connected with any foreign exchange transactions you engage in for a period of five years.

PORTUGAL

TERMS AND CONDITIONS

Consent to Receive Information in English. You hereby expressly declare that you have full knowledge of the English language and have read, understood and fully accepted and agreed with the terms and conditions established in the Plan and Agreement.

Conhecimento da Lingua. *Por meio do presente, eu declaro expressamente que tem pleno conhecimento da língua inglesa e que li, compreendi e livremente aceitei e concordei com os termos e condições estabelecidas no Plano e no Acordo.*

NOTIFICATIONS

Exchange Control Information. If you do not hold the Shares acquired under the Plan with a Portuguese financial intermediary, you will need to file a report with the Portuguese Central Bank. If the Shares are held by a Portuguese financial intermediary, it will file the report for you.

PUERTO RICO

There are no country-specific provisions.

ROMANIA

NOTIFICATIONS

Exchange Control Information. If you deposit proceeds from the sale of Shares in a bank account in Romania, you may be required to provide the Romanian bank assisting with the transaction with appropriate documentation explaining the source of the income. You should consult with a legal advisor to determine whether you will be required to submit such documentation to the Romanian bank.

RUSSIA

TERMS AND CONDITIONS

Option Cashless Exercise Restriction. Due to legal restrictions in Russia, you will be required to pay the exercise price for any Shares subject to the Option granted hereunder by a cashless sell-all exercise, such that all Shares will be sold immediately upon exercise and the cash proceeds of sale, less the exercise price, any Tax Obligations and broker's fees or commissions, will be remitted to you. The Company reserves the right to provide additional methods of exercise depending on local developments.

Securities Law Requirements. The Option granted hereunder, the Agreement, including this Appendix, the Plan and all other materials you may receive regarding your participation in the Plan or the Option granted hereunder do not constitute advertising or an offering of securities in Russia. The issuance of Shares under the Plan has not and will not be registered in Russia; therefore, such Shares may not be offered or placed in public circulation in Russia.

In no event will Shares acquired under the Plan be delivered to you in Russia; all Shares will be maintained on your behalf in the United States.

You are not permitted to sell any Shares acquired under the Plan directly to a Russian legal entity or resident.

Labor Law Information. You acknowledge that if you continue to hold Shares acquired under the Plan after an involuntary termination of your employment, you will not be eligible to receive unemployment benefits in Russia.

NOTIFICATIONS

Exchange Control Information. Under current exchange control regulations, with a reasonably short time after sales of the Shares acquired under the Plan or receipt of dividends on such Shares, you must repatriate the cash proceeds from the sale of such Shares to Russia. Such proceeds must be initially credited to you through a foreign currency account opened in your name at an authorized bank in Russia. After the funds are initially received in Russia, they may be further remitted to a foreign bank subject to the following limitations: (i) the foreign account may be opened only for individuals; (ii) the foreign account may not be used for business activities; (iii) the Russian tax authorities must be given notice about the opening/closing of each foreign account within one month of the account opening/closing; and (iv) the Russian tax authorities must be given notice of the account balances of such foreign accounts as of the beginning of each calendar year. You are encouraged to contact your personal advisor before remitting your proceeds from participation in the Plan to Russia as exchange control requirements may change.

SAUDI ARABIA

NOTIFICATIONS

Securities Law Information. This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. You are hereby advised to conduct your own due diligence on the accuracy of the information relating to the Shares. If you do not understand the contents of this document, you should consult an authorized financial adviser.

SOUTH AFRICA

TERMS AND CONDITIONS

Responsibility for Taxes. The following provision supplements Section V of the Agreement:

By accepting the Option, you agree that, immediately upon exercise of the Option, you will notify your Employer of the amount of any gain realized. If you fail to advise your Employer of the gain realized upon exercise, you may be liable for a fine. You will be solely responsible for paying any difference between your actual tax liability and the amount withheld by your Employer.

NOTIFICATIONS

Tax Clearance Certificate for Cash Exercises. If you exercise the Option using a cash exercise method, you must obtain and provide to your Employer, or any third party designated by your Employer or the Company, a Tax Clearance Certificate (with respect to Foreign Investments) bearing the official stamp and signature of the Exchange Control Department of the South African Revenue Service ("SARS"). You must renew this Tax Clearance Certificate every twelve months or such other period as may be required by the SARS. If you exercise by a cashless exercise method whereby no funds are remitted out of South Africa, no Tax Clearance Certificate is required.

Exchange Control Information. You should consult your personal advisor to ensure compliance with applicable exchange control regulations in South Africa; as such regulations are subject to frequent change. You are responsible for ensuring compliance with all exchange control laws in South Africa.

SLOVAK REPUBLIC

There are no country-specific provisions.

SLOVENIA

There are no country-specific provisions.

SPAIN

TERMS AND CONDITIONS

Labor Law Acknowledgement. The following provision supplements Section XIII of the Agreement:

By accepting the Option granted hereunder, you consent to participation in the Plan and acknowledge that you have received a copy of the Plan.

You understand that the Company has unilaterally, gratuitously and in its sole discretion decided to grant the Option under the Plan to individuals who may be members of the Board, Employees or Consultants of the Company or its Affiliates throughout the world. The decision is a limited decision, which is entered into upon the express assumption and condition that the Option granted will not economically or otherwise bind the Company or any of its Affiliates on an ongoing basis, other than as expressly set forth in the Agreement, including this Appendix. Consequently, you understand that the Option granted hereunder is given on the assumption and condition that it shall not become a part of any employment contract (either with the Company or any of its Affiliates) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. Further, you understand and freely accept that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary grant of the Option since the future value of the Option and the underlying Shares is unknown and unpredictable. In addition, you understand that the Option granted hereunder would not be made but for the assumptions and conditions referred to above; thus, you understand, acknowledge and freely accept that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of an Option or right to an Option shall be null and void.

Further, the vesting of the Option is expressly conditioned your continued and active rendering of service, such that if your employment terminates for any reason whatsoever, the Option may cease vesting immediately, in whole or in part, effective on the date of your termination of employment (unless otherwise specifically provided in Section IV of the Agreement). This will be the case, for example, even if (1) you are considered to be unfairly dismissed without good cause; (2) you are dismissed for disciplinary or objective reasons or due to a collective dismissal; (3) you terminate service due to a change of work location, duties or any other employment or contractual condition; (4) you terminate service due to a unilateral breach of contract by the Company or an Affiliate; or (5) your employment terminates for any other reason whatsoever. Consequently, upon termination of your employment for any of the above reasons, you may automatically lose any rights to Options that were not vested on the date of your termination of employment, as described in the Plan and the Agreement.

You acknowledge that you have read and specifically accepts the conditions referred to in Section IV of the Agreement.

NOTIFICATIONS

Securities Law Information. The Option and the Shares described in the Agreement and this Appendix do not qualify under Spanish regulations as securities. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including this Appendix) has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

Exchange Control Information. When receiving foreign currency payments exceeding €50,000 derived from the ownership of Shares (*i.e.*, dividends or sale proceeds), you must inform the financial institution receiving the payment of the basis upon which such payment is made. You will need to provide the institution with the following information: (i) your name, address, and fiscal identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment and the currency used; (iv) the country of origin; (v) the reasons for the payment; and (vi) further information that may be required.

If you acquire Shares under the Plan, you must declare the acquisition to the *Direccion General de Comercol e Inversiones* ("DGCI"). If you acquire the Shares through the use of a Spanish financial institution, that institution will automatically make the declaration by filing a D-6 form with the DGCI for you; otherwise you will be required to make the declaration by filing a D-6 form. You must also declare ownership of the shares with the DGCI each January while the Shares are owned.

SWEDEN

There are no country-specific provisions.

SWITZERLAND

NOTIFICATIONS

Securities Law Notification. The Option offered hereunder is considered a private offering in Switzerland and is, therefore, not subject to registration in Switzerland.

TURKEY

NOTIFICATIONS

Securities Law Information. Under Turkish law, you are not permitted to sell Shares acquired under the Plan in Turkey. You must sell the Shares acquired under the Plan outside of Turkey. The Shares are currently traded on the NASDAQ in the U.S. under the ticker symbol "AMGN" and Shares may be sold on this exchange, which is located outside of Turkey.

Exchange Control Information. Turkish exchange control regulations require Turkish residents to buy Shares through financial intermediary institutions that are approved under the Capital Markets Law (*i.e.*, banks licensed in Turkey). Therefore, if you use cash to pay the exercise price for the Option, the funds must be remitted through a bank or other financial institution licensed in Turkey. A wire transfer of funds by a Turkish bank will satisfy this requirement. If you exercise the Option by way of a cashless method of exercise, this requirement does not apply because no funds will be remitted out of Turkey.

UNITED ARAB EMIRATES

NOTIFICATIONS

Securities Law Notice. Options under the Plan are granted only to select Board members, Employees and Consultants of the Company and its Affiliates and are for the purpose of providing equity incentives. The Plan and the Agreement are intended for distribution only to such Board members, Employees and Consultants and must not be delivered to, or relied on by, any other person. You should conduct your own due diligence on the Options offered pursuant to this Agreement. If you do not understand the contents of the Plan and/or the Agreement, you should consult an authorized financial adviser. The Emirates Securities and Commodities Authority and the Dubai Financial Services Authority have no responsibility for reviewing or verifying any documents in connection with the Plan. Further, the Ministry of the Economy and the Dubai Department of Economic Development have not approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

UNITED KINGDOM

TERMS AND CONDITIONS

Tax Withholding. This provision supplements Section V of the Agreement:

You agree that if you do not pay or your Employer, or the Company does not withhold from you, the full amount of Tax Obligations that you owe upon exercise of the Option, or the release or assignment of the Option for consideration, or the receipt of any other benefit in connection with the Option (the "Taxable Event") within 90 days after the Taxable Event, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, then the amount that should have been withheld and/or paid shall constitute a loan owed by you to your Employer, effective 90 days after the Taxable Event. You agree that the loan will bear interest at the official rate of HM Revenue and Customs ("HMRC") and will be immediately due and repayable by you, and the Company and/or your Employer may recover it at any time thereafter (subject to Section V of the Agreement) by withholding the funds from salary, bonus

or any other funds due to you by your Employer, by withholding in Shares issued upon exercise of the Option or from the cash proceeds from the sale of Shares or by demanding cash or a check from you. You also authorize the Company to delay the issuance of any Shares to you unless and until the loan is repaid in full.

Notwithstanding the foregoing, if you are an officer or executive director within the meaning of Section 13(k) of the Exchange Act, as amended from time to time, the terms of the immediately foregoing provision will not apply. In the event that you are an officer or executive director and Tax Obligations are not collected from you within 90 days of the Taxable Event, the amount of any uncollected Tax Obligations may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that you are responsible for reporting and paying these potential additional taxes under the self-assessment regime.

Joint Election. As a condition of the Option granted hereunder, you agree to accept any liability for secondary Class 1 National Insurance Contributions (the "Employer NICs"), which may be payable by the Company or your Employer with respect to the exercise of the Option and issuance of Shares subject to the Option, the assignment or release of the Option for consideration, or the receipt of any other benefit in connection with the Option.

Without limitation to the foregoing, you agree to make an election (the "Election"), in the form specified and/or approved for such election by HMRC, that the liability for your Employer NICs payments on any such gains shall be transferred to you to the fullest extent permitted by law. You further agree to execute such other elections as may be required between you and any successor to the Company and/or your Employer. You hereby authorize the Company and your Employer to withhold such Employer NICs by any of the means set forth in Section V of the Agreement.

Failure by you to enter into an Election, withdrawal of approval of the Election by HMRC or a joint revocation of the Election by you and the Company or your Employer, as applicable, shall be grounds for the forfeiture and cancellation of the Option, without any liability to the Company or your Employer.

UNITED STATES

TERMS AND CONDITIONS

Nature of Grant. The following provision replaces Section IV(B)(1) of the Agreement:

(1) "termination of your employment" shall mean the last date you are either an active employee of the Company or an Affiliate or actively engaged as a consultant or director of the Company or an Affiliate; in the event of termination of your employment (whether or not in breach of local labor laws), your right to receive options and vest under the Plan, if any, will terminate effective as of the date that you are no longer actively employed; provided, however, that such right will be extended by any notice period mandated by law (e.g. the Worker Adjustment and Retraining Notification Act ("WARN Act") notice period or similar periods pursuant to local law) and any paid administrative leave (as applicable), unless the

Company shall provide you with written notice otherwise before the commencement of such notice period or leave. Your right, if any, to exercise the options after termination of employment will be measured by the date of termination of your active employment; provided, however, that such right will be extended by any notice period mandated by law (e.g. the Worker Adjustment and Retraining Notification Act ("WARN Act") notice period or similar periods pursuant to local law) and any paid administrative leave, unless the Company shall provide you with written notice otherwise before the commencement of such notice period or leave.

Exhibit 10.3

Form of Award Notice

[*The information set forth in this Award Notice will be contained on the related pages on Merrill Lynch Benefits Website (or the website of any successor company to Merrill Lynch Bank & Trust Co., FSB). This Award Notice shall be replaced by the equivalent pages on such website. References to Award Notice in this Agreement shall then refer to the equivalent pages on such website*]

This notice of Award (the "Award Notice") sets forth certain details relating to the grant by the Company to you of the Award identified below, pursuant to the Plan. The terms of this Award Notice are incorporated into the Agreement that accompanies this Award Notice and made of part of the Agreement. Capitalized terms used in this Award Notice that are not otherwise defined in this Award Notice have the meanings given to such terms in the Agreement.

Employee:	
Employee ID:	
Address:	
Award Type:	
Grant ID:	
Plan:	Amgen Inc. 2009 Equity Incentive Plan
Grant Date:	
Grant Price:	$
Number of Shares:	
Number of Units	
Vesting Date:	Means the vesting date indicated in the Vesting Schedule
Vesting Schedule:	Means the schedule of vesting set forth under Vesting Details
Vesting Details:	Means the presentation (tabular or otherwise) of the Vesting Date and the quantity of Shares vesting.

RESTRICTED STOCK UNIT AGREEMENT

THE SPECIFIC TERMS OF YOUR GRANT OF RESTRICTED STOCK UNITS ARE FOUND IN THE PAGES RELATING TO THE GRANT OF RESTRICTED STOCK UNITS FOUND ON MERRILL LYNCH BENEFITS WEBSITE (OR THE WEBSITE OF ANY SUCCESSOR COMPANY TO MERRILL LYNCH BANK & TRUST CO., FSB) (THE "AWARD NOTICE") WHICH ACCOMPANIES THIS DOCUMENT. THE TERMS OF THE AWARD NOTICE ARE INCORPORATED INTO THIS RESTRICTED STOCK UNIT AGREEMENT.

On the Grant Date specified in the Award Notice, Amgen Inc., a Delaware corporation (the "Company"), has granted to you, the grantee named in the Award Notice, under the plan specified in the Award Notice (the "Plan"), the Number of Units with respect to the number of shares of the $.0001 par value common stock of the Company (the "Shares") specified in the Award Notice, on the terms and conditions set forth in this Restricted Stock Unit Agreement, any special terms and conditions for your country set forth in the attached Appendix A and the Award Notice (together, the "Agreement"). The Units shall constitute Restricted Stock Units under Section 9.5 of the Plan, which is incorporated herein by reference. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Plan.

I. Vesting Schedule and Termination of Units.

a. *General.* Subject to the terms and conditions of this Agreement, on each Vesting Date, the Number of Units indicated on the Vesting Schedule shall vest, provided that you have remained continuously and actively employed with the Company or an Affiliate (as defined in the Plan) through each applicable Vesting Date, unless (i) your employment has terminated due to your Voluntary Termination (as defined in paragraph (d) of this Section I below), (ii) you experience a Qualified Termination (as defined below), or (iii) as otherwise determined by the Company in the exercise of its discretion as provided in paragraph (f) of this Section I. The Units represent an unfunded, unsecured promise by the Company to deliver Shares. Only whole Shares shall be issued upon vesting of the Units, and the Company shall be under no obligation to issue any fractional Shares to you. If your employment with the Company or an Affiliate is terminated for any reason or for no reason, including if your active employment is terminated by the Company or an Affiliate without Cause (as defined below), or in the event of any other termination of your active employment caused directly or indirectly by the Company or an Affiliate, except as otherwise provided in paragraphs (b), (c), (d), (e) or (f) of this Section I below, your unvested Units shall automatically expire and terminate on the date of termination of your active employment. Notwithstanding anything herein to the contrary, the Vesting Schedule may be accelerated (by notice in writing) by the Company in its sole discretion at any time during the term of the Units. In addition, if not prohibited by local law, vesting may be suspended by the Company in its sole discretion during a leave of absence as provided from time to time according to Company policies and practices.

b. *Permanent and Total Disability.* Notwithstanding the provisions in paragraph (a) above, if your employment with the Company or an Affiliate terminates due to your Permanent and Total Disability (as defined below), then the vesting of Units granted under this Agreement shall be accelerated, subject to your execution of a general release and waiver in a form provided by the Company, to vest as of the day immediately preceding such termination of your employment with respect to all Units granted hereunder, except that if the Units were granted in the calendar year in which such termination occurs, the Units shall be accelerated to vest with respect to a number of Units equal to the number of Units subject to this Agreement multiplied by a fraction, the numerator of which is the number of complete months you remained continuously and actively employed during such calendar year, and the denominator of which is twelve (12).

c. *Death*. Notwithstanding the provisions in paragraph (a) above, if your employment with the Company or an Affiliate terminates due to your death, then the vesting of Units granted under this Agreement shall be accelerated to vest as of the day immediately preceding your death with respect to all Units granted hereunder, except that if the Units were granted in the calendar year in which your death occurs the Units shall be accelerated to vest with respect to a number of Units equal to the number of Units subject to this Agreement multiplied by a fraction, the numerator of which is the number of complete months you remained continuously and actively employed during such calendar year, and the denominator of which is twelve (12).

d. *Retirement*. Notwithstanding the provisions in paragraph (a) above, if you terminate your employment with the Company or an Affiliate due to your voluntary termination (and such voluntary termination is not the result of Permanent and Total Disability (as defined below)) after you are at least sixty-five (65) years of age, or after you are at least fifty-five (55) years of age and have been an employee of the Company and/or an Affiliate for at least ten (10) years in the aggregate as determined by the Company in its sole discretion according to Company policies and practices as in effect from time to time ("Voluntary Termination"), then the Units will vest pursuant to the Vesting Schedule without regard to the termination of employment prior to the Vesting Date, subject to your execution of a general release and waiver in a form provided by the Company, with respect to all Units granted hereunder; provided, however, that if the Units were granted in the calendar year in which the Voluntary Termination occurs, the Units will vest pursuant to the Vesting Schedule provided in the Award Notice only with respect to a number of Units equal to the number of Units subject to this Agreement multiplied by a fraction, the numerator of which is the number of complete months you remained continuously and actively employed during such calendar year, and the denominator of which is twelve (12); notwithstanding the definition of Voluntary Termination set forth above, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in your jurisdiction that would likely result in the favorable treatment upon Voluntary Termination described above being deemed unlawful and/or discriminatory, then the Committee will not apply the favorable treatment described above.

e. *Qualified Termination after a Change of Control*. Notwithstanding the provisions in paragraph (a) above, in the event of a Qualified Termination (as defined below), then, to the extent permitted by applicable law, the vesting of Units granted under this Agreement shall be accelerated to vest as of the day immediately prior to the Qualified Termination.

f. *Continued Vesting*. Notwithstanding the provisions in paragraph (a) above, the Company may in its sole discretion at any time during the term of this Agreement, in writing, otherwise provide that the Units will vest pursuant to the Vesting Schedule without regard to the termination of employment prior to the Vesting Date, subject to any terms and conditions that the Company may determine.

For purposes of this Agreement:

(i) "termination of your active employment" shall mean the last date that you are either an active employee of the Company or an Affiliate or actively engaged as a Consultant or Director of the Company or an Affiliate; in the event of termination of your employment (whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are working or the terms of your employment agreement, if any), your right to receive Units and vest under the Plan, if any, will terminate effective as of the date that you are no longer actively providing services and will not be extended by any notice period mandated under local law (*e.g.*, active employment would not include any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any). The Company shall have exclusive discretion to determine when you are no longer actively providing services for purposes of the Units (including whether you may still be considered to be providing services while on a leave of absence);

(ii) "Cause" shall mean (i) your conviction of a felony, or (ii) your engaging in conduct that constitutes willful gross neglect or willful gross misconduct in carrying out your duties, resulting, in either case, in material economic harm to the Company, unless you believed in good faith that such conduct was in, or not contrary to, the best interests of the Company. For purposes of clause (ii) above, no act, or failure to act, on your part shall be deemed "willful" unless done, or omitted to be done, by you not in good faith;

(iii) "Permanent and Total Disability" shall have the meaning ascribed to such term under Section 22(e)(3) of the Code and with such permanent and total disability being certified prior to termination of your employment by (i) the U.S. Social Security Administration, (ii) the comparable governmental authority applicable to an Affiliate, (iii) such other body having the relevant decision-making power applicable to an Affiliate, or (iv) an independent medical advisor appointed by the Company in its sole discretion, as applicable, in any such case;

(iv) "Qualified Termination" shall mean

(a) if you are an employee who participates in the Change of Control Plan (as defined below), your termination of employment within two (2) years

following a Change of Control (i) by the Company other than for Cause, Disability (as defined below), or as a result of your death or (ii) by you for Good Reason (as defined in the Change of Control Plan); or

(b) if you are an employee who does not participate in the Change of Control Plan or the Change of Control Plan is no longer in effect, your termination of employment within two (2) years following a Change of Control by the Company other than for Cause, Disability (as defined below), or as a result of your death;

(v) "Change of Control" shall mean the occurrence of any of the following:

(A) the acquisition (other than from the Company) by any person, entity or "group," within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act (excluding, for this purpose, the Company or any of its Affiliates, or any employee benefit plan of the Company or any of its Affiliates which acquires beneficial ownership of voting securities of the Company), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of either the then-outstanding Shares or the combined voting power of the Company's then-outstanding voting securities entitled to vote generally in the election of directors; or

(B) individuals who, as of April 2, 1991, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to April 2, 1991, whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board (other than an election or nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the Directors of the Company, as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) shall be, for purposes of the Plan, considered as though such person were a member of the Incumbent Board; or

(C) the consummation by the Company of a reorganization, merger, consolidation, (in each case, with respect to which persons who were the stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than fifty percent (50%) of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated company's then-outstanding voting securities) or a liquidation or dissolution of the Company or of the sale of all or substantially all of the assets of the Company; or

(D) any other event which the Incumbent Board, in its sole discretion, determines shall constitute a Change of Control.

Notwithstanding anything herein or in the Agreement to the contrary, if a Change of Control constitutes a payment event with respect to any Unit that is subject to United States income tax and which provides for a deferral of compensation that is subject to Section 409A of the Code, the transaction or event described in subsection (A), (B), (C) or (D) above must also constitute a "change in control event," as defined in U.S. Treasury Regulation § 1.409A-3(i)(5), in order to constitute a Change of Control for purposes of payment of such Unit.

(vi) "Change of Control Plan" shall mean the Company's change of control and severance plan, including the Amgen Inc. Change of Control Severance Plan, as amended and restated, effective as of December 9, 2010 (and any subsequent amendments thereto), or equivalent plan governing the provision of benefits to eligible employees upon the occurrence of a Change of Control (including resulting from a termination of employment that occurs within a specified time period following a Change of Control), as in effect immediately prior to a Change of Control; and

(vii) "Disability" shall be determined in accordance with the Company's long-term disability plan as in effect immediately prior to a Change of Control.

II. Form and Timing of Payment. Subject to satisfaction of tax or similar obligations as provided for in Section III, any vested Units shall be paid by the Company in Shares (on a one-to-one basis) on, or as soon as practicable after, and in any event within 90 days after the applicable Vesting Date, which for purposes of this Section II, includes the date of any accelerated vesting, if any (the "Settlement Period"). (For the avoidance of doubt, in the event that any Units continue to vest following a Voluntary Termination in accordance with Section 1(d) above, the Vesting Date(s) for purposes of payments pursuant to this Section II shall be the regularly scheduled Vesting Dates following such termination. Notwithstanding anything to the contrary in the foregoing, in the event that (i) the vesting and settlement of Units is conditioned on your execution and delivery of a release and (ii) the Settlement Period commences in one calendar year and ends in the next calendar year, the Units will be paid in the second calendar year. Shares issued in respect of a Unit shall be deemed to be issued in consideration of past services actually rendered by you to the Company or an Affiliate or for its benefit for which you have not previously been compensated or for future services to be rendered, as the case may be, which the Company deems to have a value at least equal to the aggregate par value thereof.

III. Tax Withholding; Issuance of Certificates. Regardless of any action the Company or your actual employer (the "Employer") takes with respect to any or all income tax (including federal, state and local taxes), social insurance, payroll tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you ("Tax Obligations"), you acknowledge that the ultimate liability for all Tax Obligations is and remains your responsibility and may exceed the amount actually withheld by the Company and/or your Employer. You further acknowledge that the Company and/or your Employer (i) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Units, including the grant of the Units, the vesting of Units, the conversion of the Units into Shares or the receipt of an equivalent cash payment, the subsequent sale of any Shares acquired at vesting and the receipt of any dividends, and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate your liability for Tax Obligations or achieve any particular tax result. Furthermore, if you become subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, you acknowledge that the Company and/or your Employer (or former employer, as applicable) may be required to withhold or account for Tax Obligations in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you shall pay, or make adequate arrangements satisfactory to the Company or to your Employer (in their sole discretion) to satisfy all Tax Obligations. In this regard, you authorize the Company and/or your Employer or their respective agents, at their discretion, to satisfy all applicable Tax Obligations by one or a combination of the following:

(a) withholding from your wages or other cash compensation paid to you by the Company and/or your Employer; or

(b) withholding from proceeds of the sale of Shares acquired upon vesting or payment of the Units either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization); or

(c) withholding in Shares to be issued upon vesting or payment of the Units, provided that the Company and your Employer shall only withhold an amount of Shares with a fair market value equal to the Tax Obligations.

To avoid adverse accounting treatment, the Company may withhold or account for Tax Obligations not to exceed the applicable minimum statutory withholding rates or other applicable withholding rates. If the Tax Obligations are satisfied by withholding in Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested Units, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax Obligations due as a result of any aspect of your participation in the Plan (any Shares withheld by the Company hereunder shall not be deemed to have been issued by the Company for any purpose under the Plan and shall remain available for issuance thereunder).

Finally, you shall pay to the Company or your Employer any amount of Tax Obligations that the Company or your Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. You agree to take any further actions and execute any additional documents as may be necessary to effectuate the provisions of this Section III. Notwithstanding Section II above, the Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares if you fail to comply with your obligations in connection with the Tax Obligations.

IV. Dividend Equivalents

(a) Crediting and Payment of Dividend Equivalents. Subject to this Section IV, Dividend Equivalents shall be credited on each Unit granted to you under this Agreement in the manner set forth in the remainder of this Section IV. If the Company declares one or more dividends or distributions (each, a “Dividend”) on its Common Stock with a record date which occurs during the period commencing on the Grant Date through and including the day immediately preceding the day the shares of Common Stock subject to the Units are issued to you, whether in the form of cash, Common Stock or other property, then on the date such Dividend is paid to the Company’s stockholders you shall be credited with an amount equal to the amount or fair market value of such Dividend which would have been payable to you if you held a number of shares of Common Stock equal to the number of your Units as of the record date for such Dividend, unless the Units have been forfeited between the record date and

payment date for such Dividend. Any such Dividend Equivalents shall be credited and deemed reinvested in the Common Stock as of the Dividend payment date. Dividend Equivalents shall be payable in full shares of Common Stock, unless the Administrator determines, at any time prior to payment and in its discretion, that they shall be payable in cash. Dividend Equivalents payable with respect to fractional shares of Common Stock shall be paid in cash.

(b) Treatment of Dividend Equivalents. Except as otherwise expressly provided in this Section VI, any Dividend Equivalents credited to you shall be subject to all of the provisions of this Agreement which apply to the Units with respect to which they have been credited and shall be payable, if at all, at the time and to the extent that the underlying Unit becomes payable. Dividend Equivalents shall not be payable on any Units that do not vest, or are forfeited, pursuant to the terms of this Agreement.

V. Transferability. No benefit payable under, or interest in, this Agreement or in the Shares that are scheduled to be issued to you hereunder shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge and any such attempted action shall be void and no such benefit or interest shall be, in any manner, liable for, or subject to, your or your beneficiary's debts, contracts, liabilities or torts; provided, however, nothing in this Section V shall prevent transfer (i) by will or (ii) by applicable laws of descent and distribution.

VI. Notices. Any notices provided for in this Agreement or the Plan shall be given in writing or electronically and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at such address as is currently maintained in the Company's records or at such other address as you hereafter designate by written notice to the Company Stock Administrator. Such notices may be given using any automated system for the documentation, granting or exercise of Awards, such as a system using an internet website or interactive voice response, as approved by the Company.

VII. Plan. This Agreement is subject to all the provisions of the Plan, which provisions are hereby made a part of this Agreement, including without limitation the provisions of Section 9.5 of the Plan relating to Restricted Stock Units, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Agreement and those of the Plan, the provisions of the Plan shall control.

VIII. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Delaware without giving effect to principles of conflicts of laws. For purposes of litigating any dispute that arises hereunder, the parties hereby submit to and consent to the jurisdiction of the State of Delaware, and agree that such litigation shall be conducted in the courts of the State of Delaware, or the federal courts for the United States for the federal district located in the State of Delaware, and no other courts, where this Agreement is made and/or to be performed.

IX. Code Section 409A. The time and form of payment of the Units is intended to comply with the requirements of Code Section 409A and this Agreement shall be interpreted in

accordance with Code Section 409A and U.S. Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Grant Date. Accordingly, no acceleration or deferral of any payment shall be permitted if it would cause the payment of the Units to violate Code Section 409A. In addition, notwithstanding any provision herein to the contrary, in the event that following the Grant Date, the Committee (as defined in the Plan) determines that it may be necessary or appropriate to do so, the Committee may adopt such amendments to the Plan and/or this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Committee determines are necessary or appropriate to (a) exempt the Plan and/or the Units from the application of Code Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to this Award, or (b) comply with the requirements of Code Section 409A; provided, however, that this paragraph shall not create an obligation on the part of the Committee to adopt any such amendment, policy or procedure or take any such other action. For purposes of Code Section 409A, the right to receive payment of Units at each Vesting Date shall be treated as a right to receive separate and distinct payments.

X. Acknowledgement. By electing to accept this Agreement, you acknowledge receipt of this Agreement and hereby confirm your understanding that the terms set forth in this Agreement constitute, subject to the terms of the Plan, which terms shall control in the event of any conflict between the Plan and this Agreement, the entire agreement and understanding of the parties with respect to the matters contained herein and supersede any and all prior agreements, arrangements and understandings, both oral and written, between the parties concerning the subject matter of this Agreement. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

XI. Acknowledgment of Nature of Plan and Units. In accepting this Agreement, you acknowledge that:

(a) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, as provided in the Plan;

(b) the grant of the Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Units, or benefits in lieu of Units even if Units have been awarded repeatedly in the past;

(c) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

(d) your participation in the Plan shall not create a right to further employment with the Employer and shall not interfere with the ability of the Employer to terminate your employment or service relationship (if any) at any time;

(e) your participation in the Plan is voluntary;

(f) the grant of Units and the Shares subject to the Units are not intended to replace any pension rights or compensation;

(g) neither the grant of Units nor any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon you any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with the Company or any Affiliate;

(h) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(i) in consideration of the grant of Units hereunder, no claim or entitlement to compensation or damages arises from termination of Units, and no claim or entitlement to compensation or damages shall arise from forfeiture of the Units resulting from termination of your employment by the Company or an Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and you irrevocably release the Company and your Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, you shall be deemed irrevocably to have waived your entitlement to pursue such claim;

(j) except as otherwise provided in this Agreement or the Plan, the Units and the benefits evidenced by this Agreement do not create any entitlement to have the Units or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company;

(k) the following provisions apply only if you are providing services outside the United States:

(i) for employment law purposes outside the United States, the Units and Shares subject to the Units are not part of normal or expected compensation or salary for any purpose, including but not limited to for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments; and

(ii) you acknowledge and agree that neither the Company, the Employer nor any Affiliate of the Company shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Units or of any amounts due to you pursuant to the settlement of the Units or the subsequent sale of any Shares acquired upon settlement.

XII. No Advice Regarding Award. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

XIII. Compliance with Laws. Notwithstanding any provision of this Agreement to the contrary, if you are employed by the Company or an Affiliate in any of the countries identified in the attached Appendix A (which constitutes a part of this Agreement), are subject to the laws of any foreign jurisdiction, or relocate to one of the countries included in the attached Appendix A, the Units granted hereunder shall be subject to any special terms and conditions for your country set forth in Appendix A and to the following additional terms and conditions:

a. the terms and conditions of this Agreement, including Appendix A, are deemed modified to the extent necessary or advisable to comply with applicable foreign laws or facilitate the administration of the Plan;

b. if applicable, the effectiveness of your award of Units is conditioned upon its compliance with any applicable foreign laws, regulations, rules or local governmental regulatory exemption and subject to receipt of any required foreign regulatory approvals;

c. to the extent necessary to comply with applicable foreign laws, the payment of any earned Units shall be made in cash or Common Stock, at the Company's election; and

d. the Company may take any other action, before or after an award of Units is made, that it deems advisable to obtain approval or comply with any necessary local governmental regulatory exemptions or approvals.

Notwithstanding the foregoing, the Company may not take any actions hereunder, that would violate the Securities Act, the Exchange Act, the Code, or any other securities or tax or other applicable law or regulation, or the rules of any Securities Exchange. Notwithstanding anything to the contrary contained herein, the Shares issuable upon vesting of the Unit shall not be issued unless such Shares are then registered under the Securities Act, or, if such Shares are not then so registered, the Company has determined that such vesting and issuance would be exempt from the registration requirements of the Securities Act.

XIV. ***Data Privacy and Notice of Consent. You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement by and among, as applicable, your Employer, the Company, and Affiliates of the Company for the exclusive purpose of implementing, administering and managing your participation in the Plan.***

You understand that the Company and your Employer may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number (to the extent permitted under applicable local law) or other identification number, salary, nationality, job title, residency status, any shares of stock or directorships held in the Company, details of all equity compensation or any other entitlement to Shares awarded, canceled, vested, unvested or outstanding in your favor, for the purposes of implementing, administering and managing the Plan ("Data").

You understand that Data may be transferred to Merrill Lynch Bank & Trust Co., FSB, or any successor thereto, or any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country or elsewhere, including outside the European Economic Area and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that if you reside outside the United States, you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize your Employer, the Company, Affiliates of the Company, Merrill Lynch Bank & Trust Co., FSB, or any successor thereto, and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing your participation in the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required to any other broker, escrow agent or other third party with whom the Shares received upon vesting of the Units may be deposited. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that if you reside outside the United States, you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that the Company would not be able to grant you Units or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

XV. Severability. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provisions shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

XVI. Language. If you have received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

XVII. Imposition of Other Requirements. The Company reserves the right to impose other requirements on your participation in the Plan, on the Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

XVIII. Compensation Subject to Recovery. The Units subject to this Award and all compensation payable with respect to them shall be subject to recovery by the Company pursuant to any and all of the Company's policies with respect to the recovery of compensation, as they shall be in effect and may be amended from time to time, to the maximum extent permitted by applicable law.

XIX. Waiver. You acknowledge that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other grantee.

Very truly yours,
AMGEN INC.

By: _____
Name:
Title:

APPENDIX A

ADDITIONAL TERMS AND CONDITIONS OF THE AMGEN INC. 2009 EQUITY INCENTIVE PLAN

GRANT OF RESTRICTED STOCK UNITS (BY COUNTRY)

TERMS AND CONDITIONS

This Appendix includes additional terms and conditions that govern any Units granted under the Plan **if, under applicable law, you are a resident of, or are deemed to be a resident of one of the countries listed below. Furthermore, the additional terms and conditions that govern any Units granted hereunder may apply to you if you relocate to one of the countries listed below and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to you.** Certain capitalized terms used but not defined in this Appendix A shall have the meanings set forth in the Plan and/or the Agreement to which this Appendix is attached.

NOTIFICATIONS

This Appendix also includes notifications relating to exchange control and other issues of which you should be aware with respect to your participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the countries to which this Appendix refers as of February 2012. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the notifications herein as the only source of information relating to the consequences of your participation in the Plan because the information may be outdated when you vest in the Units and acquire Shares under the Plan, or when you subsequently sell Shares acquired under the Plan.

In addition, the notifications are general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation. Finally, if you are a citizen or resident of a country other than the one in which you are currently working or are considered a resident of another country for local law purposes, the information contained herein may not be applicable to you or you may be subject to the provisions of one or more jurisdictions.

ALGERIA

NOTIFICATIONS

Exchange Control Information. Proceeds from the sale of Shares and any cash dividends must be repatriated to Algeria.

AUSTRALIA

NOTIFICATIONS

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on your behalf.

Securities Law Information. If you acquire Shares under the Plan and offer the Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. You should consult with your own legal advisor before making any such offer in Australia.

AUSTRIA

NOTIFICATIONS

Consumer Protection Information. You may be entitled to revoke acceptance of any Units granted under the Plan on the basis of the Austrian Consumer Protection Act (the "Act") under the conditions listed below, if the Act is considered to be applicable to the Agreement and the Plan:

(i) If you accept the Units outside the business premises of the Company, you may be entitled to revoke your acceptance of the Units, provided the revocation is made within one (1) week after such acceptance of the Units.

(ii) The revocation must be in written form to be valid. It is sufficient if you return the Agreement to the Company or the Company's representative with language which can be understood as a refusal to conclude or honor the Agreement, provided the revocation is sent within the period discussed above.

Exchange Control Information. If you hold Shares acquired under the Plan outside of Austria, you must submit a report to the Austrian National Bank. An exemption applies if the value of the shares as of any given quarter does not exceed €30,000,000 or if the value of the shares in any given year as of December 31 does not exceed €5,000,000. If the former threshold is exceeded, quarterly obligations are imposed, whereas if the latter threshold is exceeded, annual reports must be given. The annual reporting date is December 31 and the deadline for filing the annual report is March 31 of the following year.

A separate reporting requirement applies when you sell Shares acquired under the Plan. In that case, there may be exchange control obligations if the cash proceeds are held outside of Austria. If the transaction volume of all accounts abroad exceeds €3,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th day of the following month, on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

BELGIUM

NOTIFICATIONS

Tax Reporting. You are required to report any taxable income attributable to the Units granted hereunder on your annual tax return. You are also required to report any security and bank accounts opened and maintained outside Belgium on your annual tax return.

BRAZIL

TERMS AND CONDITIONS

Compliance with Law. By accepting the Units, you acknowledge that you agree to comply with applicable Brazilian laws and pay any and all applicable taxes associated with the vesting of the Units and the sale of Shares acquired under the Plan.

NOTIFICATIONS

Exchange Control Information. If you are resident or domiciled in Brazil, you will be required to submit annually a declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights equals or exceeds US$100,000. Assets and rights that must be reported include the Shares.

BULGARIA

There are no country-specific provisions.

CANADA

TERMS AND CONDITIONS

Termination of Employment. Section I(i) of the Agreement is amended to read as follows: (i) "termination of your active employment" shall mean the last date that you are either an active employee of the Company or an Affiliate or actively engaged as a Consultant or Director of the Company or an Affiliate; in the event of involuntary termination of your employment (whether or not in breach of local labor laws), your right to receive any Units and vest under the Plan, if any, will terminate effective as of the date that is the earlier of: (1) the date you receive notice of termination of employment from the Company or your Employer, or (2) the date you are no longer actively employed by the Company or your Employer regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not limited to statutory law, regulatory law and/or common law). Your right, if any, to acquire Shares pursuant to the Units after termination of employment will be measured by the date of termination of your active employment and will not be extended by any notice period mandated under local law.

Form of Settlement- Units Payable Only in Shares. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement, the Units do not provide any right for you, as a resident of Canada, to receive a cash payment and shall be paid in Shares only.

The following provisions will apply to you if you are a resident of Quebec:

Language Consent. The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention ("Agreement"), ainsi que de tous documents exécutés, avis donnés et procédures judiciaries intentées, directement ou indirectement, relativement à ou suite à la présente convention.

Data Privacy Notice and Consent. This provision supplements Section XVI of the Agreement:

You hereby authorize the Company and the Company's representative to discuss with and obtain all relevant information from all personnel (professional or not) involved in the administration and operation of the Plan. You further authorize the Company and your Employer to disclose and discuss your participation in the Plan with their advisors. You also authorize the Company and your Employer to record such information and keep it in your employee file.

NOTIFICATIONS

Securities Law Information. You are permitted to sell Shares acquired through the Plan through the designated broker appointed under the Plan, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed (*i.e.*, the NASDAQ Global Select Market).

CZECH REPUBLIC

NOTIFICATIONS

Exchange Control Information. Proceeds from the sale of Shares may be held in a cash account abroad and you are no longer required to report the opening and maintenance of a foreign account to the Czech National Bank (the "CNB"), unless the CNB notifies you specifically that such reporting is required. Upon request of the CNB, you may need to file a notification within 15 days of the end of the calendar quarter in which you acquire Shares.

DENMARK

NOTIFICATIONS

Exchange Control Information. If you establish an account holding Shares or an account holding cash outside Denmark, you must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. (These obligations are separate from and in addition to the obligations described below.)

Securities/Tax Reporting Information. If you hold Shares acquired under the Plan in a brokerage account with a broker or bank outside Denmark, you are required to inform the Danish Tax Administration about the account. For this purpose, you must sign and file a Form V (*Erklaering V*) with the Danish Tax Administration. In the event that the applicable broker or bank with which the account is held does not also sign the Form V, you acknowledge that you are solely responsible for providing certain details regarding the foreign brokerage or bank account and any Shares acquired under the Plan and held in such account to the Danish Tax Administration as part of your annual income tax return. By signing the Form V, you authorize the Danish Tax Administration to examine the account.

In addition, if you open a brokerage account (or a deposit account with a U.S. bank) for the purpose of holding cash outside Denmark, you are also required to inform the Danish Tax Administration about this account. To do so, you must file a Form K (*Erklaering K*) with the Danish Tax Administration. The Form K must be signed both by you and by the applicable broker or bank where the account is held, unless an exemption from the broker/bank signature requirement is obtained from the Danish Tax Administration (which exemption may be sought on the Form K itself). By signing the Form K, you (and the broker/bank to the extent the exemption is not obtained) undertake an obligation, without further request each year, to forward information to the Danish Tax Administration concerning the content of the account. By signing the Form K, you authorize the Danish Tax Administration to examine the account.

EGYPT

NOTIFICATIONS

Exchange Control Information. If you transfer funds into Egypt in connection with the Units, you are required to transfer the funds through a registered bank in Egypt.

GERMANY

NOTIFICATIONS

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If you make or receive a payment in excess of this amount, you are responsible for obtaining the appropriate form from a German federal bank and complying with applicable reporting requirements.

GREECE

There are no country-specific provisions.

HONG KONG

TERMS AND CONDITIONS

SECURITIES WARNING: *The Units and any Shares issued in respect of the Units do not constitute a public offering of securities under Hong Kong law and are available only to members of the Board, Employees and Consultants. The Agreement, including this Appendix, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong, nor have the documents been reviewed by any regulatory authority in Hong Kong. The Units and any documentation related thereto are intended solely for the personal use of each member of the Board, Employee and/or Consultant and may not be distributed to any other person. If you are in doubt about any of the contents of the Agreement, including this Appendix, or the Plan, you should obtain independent professional advice.*

Units Payable Only in Shares. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement, the Units do not provide any right for you to receive a cash payment and shall be paid in Shares only.

Sale of Shares. In the event that Shares are issued in respect of the Units within six (6) months of the Grant Date, you agree that you will not dispose of the Shares prior to the six (6)-month anniversary of the Grant Date.

NOTIFICATIONS

Nature of Scheme. The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

HUNGARY

There are no country-specific provisions.

INDIA

NOTIFICATIONS

Exchange Control Information. You understand that you must repatriate any cash dividends paid on Shares acquired under the Plan and any proceeds from the sale of Shares acquired under the Plan to India within 90 days of receipt. You will receive a foreign inward remittance certificate ("FIRC") from the bank where you deposit the foreign currency, and you must maintain the FIRC as proof of repatriation of funds in the event that the Reserve Bank of India or the Employer requests proof of repatriation. It is your responsibility to comply with these requirements.

IRELAND

TERMS AND CONDITIONS

Nature of Agreement. This provision supplements Section XI of the Agreement:

In accepting any Units granted hereunder, you understand and agree that the benefits received under the Plan will not be taken into account for any redundancy or unfair dismissal claim.

NOTIFICATIONS

Director Notification Requirements. If you are a director, shadow director or secretary of an Irish Affiliate, you must notify the Irish Affiliate in writing within five (5) business days of receiving or disposing of an interest in the Company (*e.g.*, the Units or Shares) in the Company, or within five (5) business days of becoming aware of the event giving rise to the notification requirement, or within five (5) business days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children (whose interests, if any, will be attributed to the director, shadow director or secretary).

ITALY

TERMS AND CONDITIONS

Data Privacy Notice. The following provision replaces Section XIV of the Agreement:

You understand that your Employer, the Company and any Affiliate may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance (to the extent permitted under Italian law) or other identification number, salary, nationality, job title, any shares or directorships held in the Company or any Affiliate, details of all Awards granted, or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, managing and administering the Plan ("Data").

You also understand that providing the Company with Data is necessary for the performance of the Plan and that your refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan. The Controller of personal data processing is Amgen Inc., with registered offices at One Amgen Center Drive, Thousand Oaks, California 91320, U.S.A., and, pursuant to Legislative Decree no. 196/2003, its Representative in Italy for privacy purposes is Amgen Dompe S.p.A., with registered offices at Via Tazzoli, 6 – 20154 Milan, Italy.

You understand that Data will not be publicized, but it may be transferred to banks, other financial institutions, or brokers involved in the management and administration of the Plan. You understand that Data may also be transferred to the independent registered public accounting firm engaged by the Company. You further understand that the Company and/or any Affiliate will transfer Data among themselves as necessary for the purposes of implementing, administering and managing your participation in the Plan, and that the Company and/or any Affiliate may each further transfer Data to third parties assisting the Company in the implementation, administration, and management of the Plan, including any requisite transfer of Data to a broker or other third party with whom you may elect to deposit

any Shares acquired at vesting of the Units. Such recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing your participation in the Plan. You understand that these recipients may be located in or outside the European Economic Area, such as in the United States or elsewhere. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan.

You understand that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions, as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require your consent thereto, as the processing is necessary to performance of contractual obligations related to implementation, administration, and management of the Plan. You understand that, pursuant to Section 7 of the Legislative Decree no. 196/2003, you have the right to, including but not limited to, access, delete, update, correct, or terminate, for legitimate reason, the Data processing.

Furthermore, you are aware that Data will not be used for direct-marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting your local human resources representative.

Acknowledgement of Nature of Agreement. By accepting any Units granted hereunder, you acknowledge that (1) you have received a copy of the Plan, the Agreement and this Appendix; (2) you have reviewed the applicable documents in their entirety and fully understand the contents thereof; and (3) you accept all provisions of the Plan, the Agreement and this Appendix.

For any Units granted, you further acknowledge that you have read and specifically and explicitly approve, without limitation, the following sections of the Agreement: Section I; Section II; Section III; Section X; Section XI; Section XIV (as replaced by the above consent); Section XVI; and Section XVII.

JAPAN

There are no country-specific provisions.

LITHUANIA

There are no country-specific provisions.

MEXICO

TERMS AND CONDITIONS

Acknowledgement of the Agreement. In accepting the Award granted hereunder, you acknowledge that you have received a copy of the Plan, have reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understand and accept all provisions of the Plan and the Agreement, including this Appendix. You further acknowledge that you have read and specifically and expressly approve the terms and conditions of Section XI of the Agreement, in which the following is clearly described and established:

(1) Your participation in the Plan does not constitute an acquired right.

(2) The Plan and your participation in the Plan are offered by Amgen Inc. on a wholly discretionary basis.

(3) Your participation in the Plan is voluntary.

(4) Amgen Inc. and its Affiliates are not responsible for any decrease in the value of the option granted and/or Shares issued under the Plan.

Labor Law Acknowledgement and Policy Statement. In accepting any Award granted hereunder, you expressly recognize that Amgen Inc., with registered offices at One Amgen Center Drive, Thousand Oaks, California 91320, U.S.A., is solely responsible for the administration of the Plan and that your participation in the Plan and acquisition of Shares do not constitute an employment relationship between you and Amgen Inc. since you are participating in the Plan on a wholly commercial basis and your sole employer is Amgen Latin America Services, S.A. de C.V. (“Amgen-Mexico”). Based on the foregoing, you expressly recognize that the Plan and the benefits that you may derive from participation in the Plan do not establish any rights between you and your employer, Amgen-Mexico, and do not form part of the employment conditions and/or benefits provided by Amgen-Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of your employment.

You further understand that your participation in the Plan is as a result of a unilateral and discretionary decision of Amgen Inc.; therefore, Amgen Inc. reserves the absolute right to amend and/or discontinue your participation in the Plan at any time without any liability to you.

Finally, you hereby declare that you do not reserve to yourself any action or right to bring any claim against Amgen Inc. for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and you therefore grant a full and broad release to Amgen Inc., its Affiliates, shareholders, officers, agents or legal representatives with respect to any claim that may arise.

Spanish Translation

Reconocimiento del Otorgamiento. Al aceptar cualquier Otorgamiento bajo el presente documento, usted reconoce que ha recibido una copia del Plan, que ha revisado el mismo en su totalidad, así como también el Acuerdo de Opción, el Acuerdo, incluyendo este Apéndice, además que comprende y está de acuerdo con todas las disposiciones tanto del Plan y del Otorgamiento, incluyendo este Apéndice. Asimismo, usted reconoce que ha leído y manifiesta específicamente y expresamente la conformidad con los términos y condiciones establecidos en la Sección X del Acuerdo, en los que se establece y describe claramente que:

(1) Su participación en el Plan de ninguna manera constituye un derecho adquirido.

(2) El Plan y su participación en el mismo son ofrecidos por Amgen Inc. de forma completamente discrecional.

(3) Su participación en el Plan es voluntaria.

(4) Amgen Inc. y sus Afiliados no son responsables de ninguna disminución en el valor de las Acciones Comunes emitidas mediante el Plan.

Reconocimiento de la Ley Laboral y Declaración de Política. Al aceptar cualquier Otorgamiento de Acciones bajo el presente, usted reconoce expresamente que Amgen Inc., con oficinas registradas localizadas en One Amgen Center Drive, Thousand Oaks, California 91320, U.S.A., es la única responsable de la administración del Plan y que su participación en el mismo y la adquisición de Acciones Comunes no constituyen de ninguna manera una relación laboral entre usted y Amgen Inc., debido a que su participación en el Plan es únicamente una relación comercial y que su único empleador es Amgen Latin America Services, S.A. de C.V. (“Amgen-México”). Derivado de lo anterior, usted reconoce expresamente que el Plan y los beneficios a su favor que pudieran derivar de la participación en el mismo, no establecen ningún derecho entre usted y su empleador, Amgen – México, y no forman parte de las condiciones laborales y/o los beneficios otorgados por Amgen – México, y cualquier modificación del Plan o la terminación del mismo no constituirá un cambio o desmejora de los términos y condiciones de su trabajo.

Asimismo, usted entiende que su participación en el Plan es resultado de la decisión unilateral y discrecional de Amgen Inc., por lo tanto, Amgen Inc. se reserva el derecho absoluto de modificar y/o descontinuar su participación en el Plan en cualquier momento y sin ninguna responsabilidad para usted.

Finalmente, usted manifiesta que no se reserva ninguna acción o derecho que origine una demanda en contra de Amgen Inc., por cualquier compensación o daños y perjuicios, en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia usted exime amplia y completamente a Amgen Inc. de toda responsabilidad, como así también a sus Afiliadas, accionistas, directores, agentes o representantes legales con respecto a cualquier demanda que pudiera surgir.

NETHERLANDS

NOTIFICATIONS

Securities Law Information. You should be aware of Dutch insider-trading rules, which may impact the ability to sell Shares acquired under the Plan. In particular, you may be prohibited from effectuating certain transactions if you have insider information regarding the Company.

By accepting any Units granted hereunder and participating in the Plan, you acknowledge having read and understood this Securities Law Notification and further acknowledge that it is your responsibility to comply with the following Dutch insider trading rules:

Under Article 5:56 of the Dutch Financial Supervision Act, anyone who has "inside information" related to the issuing company is prohibited from effectuating a transaction in securities in or from the Netherlands. "Inside information" is defined as knowledge of specific information concerning the issuing company to which the securities relate or the trade in securities issued by such company, which has not been made public, and which, if published, would reasonably be expected to affect the share price, regardless of the development of the price. The insider could be any employee of an Affiliate in the Netherlands who has inside information as described herein.

Given the broad scope of the definition of inside information, certain employees of the Company working at an Affiliate in the Netherlands (including persons eligible to participate in the Plan) may have inside information and, thus, would be prohibited from effectuating a transaction in securities in the Netherlands at a time when in possession of such inside information.

NEW ZEALAND

There are no country-specific provisions.

NORWAY

There are no country-specific provisions.

POLAND

NOTIFICATIONS

Exchange Control Information. Polish residents holding foreign securities (including Shares) and maintaining accounts abroad must report information to the National Bank of Poland. Specifically, if the aggregate value of shares and cash held in such foreign accounts exceeds PLN 7 million, Polish residents must file reports on the transactions and balances of the accounts on a quarterly basis. If required, the reports are due on a quarterly basis by the 20th day following the end of each quarter and must be filed on special forms available on the website of the National Bank of Poland. In addition, Polish residents are required to transfer funds through a bank account in Poland if the transferred amount in any single transaction exceeds a specified threshold (currently €15,000). You must store all documents connected with any foreign exchange transactions you engage in for a period of five years.

PORTUGAL

TERMS AND CONDITIONS

Consent to Receive Information in English. You hereby expressly declare that you have full knowledge of the English language and have read, understood and fully accepted and agreed with the terms and conditions established in the Plan and Agreement.

Conhecimento da Lingua. *Por meio do presente, eu declaro expressamente que tem pleno conhecimento da língua inglesa e que li, compreendi e livremente aceitei e concordei com os termos e condições estabelecidas no Plano e no Acordo.*

NOTIFICATIONS

Exchange Control Information. If you do not hold the Shares acquired under the Plan with a Portuguese financial intermediary, you will need to file a report with the Portuguese Central Bank. If the Shares are held by a Portuguese financial intermediary, it will file the report for you.

PUERTO RICO

There are no country-specific provisions.

ROMANIA

NOTIFICATIONS

Exchange Control Information. If you deposit proceeds from the sale of Shares in a bank account in Romania, you may be required to provide the Romanian bank assisting with the transaction with appropriate documentation explaining the source of the income. You should consult with a legal advisor to determine whether you will be required to submit such documentation to the Romanian bank.

RUSSIA

TERMS AND CONDITIONS

Settlement of Units. Depending on developments in Russian securities regulations, the Company reserves the right, in its sole discretion, to force the immediate sale of any Shares to be issued upon vesting of the Units. You agree that, if applicable, the Company is authorized to instruct Merrill Lynch Bank & Trust Co., FSB (or such other broker as may be designated by the Company) to assist with the mandatory sale of such Shares (on your behalf pursuant to this authorization) and you expressly authorize Merrill Lynch Bank & Trust Co., FSB (or such other broker as may be designated by the Company) to complete the sale of such Shares. You

acknowledge that Merrill Lynch Bank & Trust Co., FSB (or such other broker as may be designated by the Company) is under no obligation to arrange for the sale of the Shares at any particular trading price. Upon the sale of Shares, you will receive the cash proceeds from the sale of Shares, less any brokerage fees or commissions and subject to your obligations in connection with the Tax Obligations.

Securities Law Requirements. Any Units granted hereunder, the Agreement, including this Appendix, the Plan and all other materials you may receive regarding your participation in the Plan or any Units granted hereunder do not constitute advertising or an offering of securities in Russia. The issuance of Shares under the Plan has not and will not be registered in Russia; therefore, Shares may not be offered or placed in public circulation in Russia.

In no event will Shares acquired under the Plan be delivered to you in Russia; all Shares will be maintained on your behalf in the United States.

You are not permitted to sell any Shares acquired under the Plan directly to a Russian legal entity or resident.

Labor Law Information. You acknowledge that if you continue to hold Shares acquired under the Plan after an involuntary termination of your employment, you will not be eligible to receive unemployment benefits in Russia.

NOTIFICATIONS

Exchange Control Information. Under current exchange control regulations, within a reasonably short time after sale of the Shares acquired under the Plan or receipt of dividends on such Shares, you must repatriate the cash proceeds to Russia. Such proceeds must be initially credited to you through a foreign currency account opened in your name at an authorized bank in Russia. After the funds are initially received in Russia, they may be further remitted to a foreign bank subject to the following limitations: (i) the foreign account may be opened only for individuals; (ii) the foreign account may not be used for business activities; (iii) the Russian tax authorities must be given notice about the opening/closing of each foreign account within one month of the account opening/closing; and (iv) the Russian tax authorities must be given notice of the account balances of such foreign accounts as of the beginning of each calendar year. You are encouraged to contact your personal advisor before remitting your proceeds from participation in the Plan to Russia as exchange control requirements may change.

SAUDI ARABIA

NOTIFICATIONS

Securities Law Information. This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. You are hereby advised to conduct your own due diligence on the accuracy of the information relating to the Shares. If you do not understand the contents of this document, you should consult an authorized financial adviser.

SOUTH AFRICA

TERMS AND CONDITIONS

Responsibility for Taxes. The following provision supplements Section III of the Agreement:

By accepting the Units, you agree that, immediately upon vesting and settlement of the Units, you will notify your Employer of the amount of any gain realized. If you fail to advise your Employer of the gain realized upon vesting and settlement, you may be liable for a fine. You will be solely responsible for paying any difference between your actual tax liability and the amount withheld by your Employer.

NOTIFICATIONS

Exchange Control Information. Because no transfer of funds from South Africa is required under the Units, no filing or reporting requirements should apply when the Units are granted or when Shares are issued upon vesting and settlement of the Units. However, because the exchange control regulations are subject to change, you should consult your personal advisor prior to vesting and settlement of the Units to ensure compliance with current regulations. You are responsible for ensuring compliance with all exchange control laws in South Africa.

SLOVAK REPUBLIC

There are no country-specific provisions.

SLOVENIA

There are no country-specific provisions.

SPAIN

TERMS AND CONDITIONS

Labor Law Acknowledgement. The following provision supplements Section XI of the Agreement:

By accepting the Units granted hereunder, you consent to participation in the Plan and acknowledge that you have received a copy of the Plan.

You understand that the Company has unilaterally, gratuitously and in its sole discretion decided to grant any Units under the Plan to individuals who may be members of the Board, Employees or Consultants of the Company or its Affiliates throughout the world. The decision is a limited decision, which is entered into upon the express assumption and condition that any Units granted will not economically or otherwise bind the Company or any of its Affiliates on an ongoing basis, other than as expressly set forth in the Agreement, including this Appendix. Consequently, you understand that the Units granted hereunder are given on the assumption and condition that they shall not become a part of any employment contract (either with the Company or any of its Affiliates) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. Further, you understand and freely accept that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary grant of Units since the future value of the Units and the underlying Shares is unknown and unpredictable. In addition, you understand that any Units granted hereunder would not be made but for the assumptions and conditions referred to above; thus, you understand, acknowledge and freely accept that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of Units or right to Units shall be null and void.

Further, the vesting of the Units is expressly conditioned your continued and active rendering of service, such that if your employment terminates for any reason whatsoever, the Units may cease vesting immediately, in whole or in part, effective on the date of your termination of employment (unless otherwise specifically provided in Section I of the Agreement). This will be the case, for example, even if (1) you are considered to be unfairly dismissed without good cause; (2) you are dismissed for disciplinary or objective reasons or due to a collective dismissal; (3) you terminate service due to a change of work location, duties or any other employment or contractual condition; (4) you terminate service due to a unilateral breach of contract by the Company or an Affiliate; or (5) your employment terminates for any other reason whatsoever. Consequently, upon termination of your employment for any of the above reasons, you may automatically lose any rights to Units that were not vested on the date of your termination of employment, as described in the Plan and the Agreement.

You acknowledge that you have read and specifically accept the conditions referred to in Section I of the Agreement.

NOTIFICATIONS

Securities Law Information. The Units and the Shares described in the Agreement and this Appendix do not qualify under Spanish regulations as securities. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including this Appendix) has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

Exchange Control Information. When receiving foreign currency payments exceeding €50,000 derived from the ownership of Shares (*i.e.*, dividends or sale proceeds), you must inform the financial institution receiving the payment of the basis upon which such payment is made.

You will need to provide the institution with the following information: (i) your name, address, and fiscal identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment and the currency used; (iv) the country of origin; (v) the reasons for the payment; and (vi) further information that may be required.

If you acquire Shares under the Plan, you must declare the acquisition to the *Direccion General de Comercio e Inversiones* (the "DGCI"). If you acquire the Shares through the use of a Spanish financial institution, that institution will automatically make the declaration to the DGCI for you; otherwise, you will be required to make the declaration by filing a D-6 form. You must also declare ownership of any shares with the DGCI each January while the Shares are owned.

SWEDEN

There are no country-specific provisions.

SWITZERLAND

NOTIFICATIONS

Securities Law Notification. The Units offered hereunder are considered a private offering in Switzerland and are, therefore, not subject to registration in Switzerland.

TURKEY

NOTIFICATIONS

Securities Law Information. Under Turkish law, you are not permitted to sell Shares acquired under the Plan in Turkey. You must sell the Shares acquired under the Plan outside of Turkey. The Shares are currently traded on the NASDAQ in the U.S. under the ticker symbol "AMGN" and Shares may be sold on this exchange, which is located outside of Turkey.

UNITED ARAB EMIRATES

NOTIFICATIONS

Securities Law Notice. Units under the Plan are granted only to select Board members, Employees and Consultants of the Company and its Affiliates and are for the purpose of providing equity incentives. The Plan and the Agreement are intended for distribution only to such Board members, Employees and Consultants and must not be delivered to, or relied on by, any other person. You should conduct your own due diligence on the Units offered pursuant to this Agreement. If you do not understand the contents of the Plan and/or the Agreement, you should consult an authorized financial adviser. The Emirates Securities and Commodities Authority and the Dubai Financial Services Authority have no responsibility for reviewing or verifying any documents in connection with the Plan. Further, the Ministry of the Economy and the Dubai Department of Economic Development have not approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

UNITED KINGDOM

TERMS AND CONDITIONS

Tax Withholding. This provision supplements Section III of the Agreement:

You agree that if you do not pay or your Employer or the Company does not withhold from you the full amount of Tax Obligations that you owe at issuance of Shares in respect of the Units, or the release or assignment of the Units for consideration, or the receipt of any other benefit in connection with the Units (the "Taxable Event") within 90 days after the Taxable Event, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, then the amount that should have been withheld and/or paid shall constitute a loan owed by you to your Employer, effective 90 days after the Taxable Event. You agree that the loan will bear interest at the official rate of HM Revenue and Customs ("HMRC") and will be immediately due and repayable by you, and the Company and/or your Employer may recover it at any time thereafter (subject to Section III of the Agreement) by withholding the funds from salary, bonus or any other funds due to you by your Employer, by withholding in Shares issued in respect of the Units or from the cash proceeds from the sale of Shares or by demanding cash or a check from you. You also authorize the Company to delay the issuance of any Shares to you unless and until the loan is repaid in full.

Notwithstanding the foregoing, if you are an officer or executive director within the meaning of Section 13(k) of the Exchange Act, as amended from time to time, the terms of the immediately foregoing provision will not apply. In the event that you are an officer or executive director and Tax Obligations are not collected from you within 90 days of the Taxable Event, the amount of any uncollected Tax Obligations may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that you are responsible for reporting and paying these potential additional taxes under the self-assessment regime.

Joint Election. As a condition of the Units granted hereunder, you agree to accept any liability for secondary Class 1 National Insurance Contributions (the "Employer NICs"), which may be payable by the Company or your Employer with respect to the Units and/or payment of the Units and issuance of Shares pursuant to the Units, the assignment or release of the Units for consideration, or the receipt of any other benefit in connection with the Units.

Without limitation to the foregoing, you agree to make an election (the "Election"), in the form specified and/or approved for such election by HMRC, that the liability for your Employer NICs payments on any such gains shall be transferred to you to the fullest extent permitted by law. You further agree to execute such other elections as may be required between you and any successor to the Company and/or your Employer. You hereby authorize the Company and your Employer to withhold such Employer NICs by any of the means set forth in Section III of the Agreement.

Failure by you to enter into an Election, withdrawal of approval of the Election by HMRC or a joint revocation of the Election by you and the Company or your Employer, as applicable, shall be grounds for the forfeiture and cancellation of the Units, without any liability to the Company or your Employer.

UNITED STATES

TERMS AND CONDITIONS

Nature of Grant. The following provision replaces Section I(i) of the Agreement:

(i) "termination of your active employment" shall mean the last date that you are either an active employee of the Company or an Affiliate or actively engaged as a Consultant or Director of the Company or an Affiliate; in the event of termination of your employment (whether or not in breach of local labor laws), your right to receive Units and vest under the Plan, if any, will terminate effective as of the date that you are no longer actively employed; *provided*, *however*, that such right will be extended by any notice period mandated by law (e.g. the Worker Adjustment and Retraining Notification Act ("WARN Act") notice period or similar periods pursuant to local law) and any paid administrative leave (as applicable), unless the Company shall provide you with written notice otherwise before the commencement of such notice period or leave; *provided further*, that in no event shall payment of the Units be made after the close of your taxable year which includes the applicable Vesting Date or, if later, after the 15th day of the third calendar month following the applicable Vesting Date.

AMGEN INC. 2009
PERFORMANCE AWARD PROGRAM
(Effective March 3, 2009)

As Amended March 14, 2012

ARTICLE I

PURPOSE

The purpose of this document is to set forth the general terms and conditions applicable to the Amgen Inc. 2009 Performance Award Program (the "Program") established by the Compensation and Management Development Committee of the Board of Directors of Amgen Inc. (the "Company") pursuant to, and in implementation of, Articles 5 and 9 of the Company's 2009 Equity Incentive Plan (the "2009 Plan"). The Program is intended to carry out the purposes of the 2009 Plan and provide a means to reinforce objectives for sustained long-term performance and value creation by awarding selected key employees of the Company with payments in Company stock based on the level of achievement of pre-established performance goals during performance periods through the award of Performance Awards pursuant to Articles 5 and 9 of the 2009 Plan, subject to the restrictions and other provisions of the Program and the 2009 Plan.

ARTICLE II

DEFINITIONS

Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the 2009 Plan.

"Award" shall mean the earned Performance Units payable in Common Stock under the Program for a Performance Period.

"Board" shall mean the Board of Directors of the Company.

"Change of Control" shall mean the occurrence of any of the following:

(i) the acquisition (other than from the Company) by any person, entity or "group," within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act (excluding, for this purpose, the Company or any of its Affiliates, or any employee benefit plan of the Company or any of its Affiliates which acquires beneficial ownership of voting securities of the Company), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of either the then outstanding shares of Common Stock or the combined voting power of the Company's then outstanding voting securities entitled to vote generally in the election of directors; or

(ii) individuals who, as of April 2, 1991, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board, provided that any

person becoming a director subsequent to April 2, 1991, whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board (other than an election or nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the Directors of the Company, as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) shall be, for purposes of the Plan, considered as though such person were a member of the Incumbent Board; or

(iii) the consummation by the Company of a reorganization, merger, consolidation, (in each case, with respect to which persons who were the stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than fifty percent (50%) of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated company's then outstanding voting securities) or a liquidation or dissolution of the Company or of the sale of all or substantially all of the assets of the Company; or

(iv) any other event which the Incumbent Board in its sole discretion determines constitutes a Change of Control.

Notwithstanding anything herein or in any Award Agreement to the contrary, if a Change of Control constitutes a payment event with respect to any Award that is subject to United States income tax and which provides for a deferral of compensation that is subject to Section 409A of the Code, the transaction or event described in subsection (i), (ii), (iii) or (iv) must also constitute a "change in control event," as defined in Treasury Regulation §1.409A-3(i)(5), in order to constitute a Change of Control for purposes of payment of such Award.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, together with the regulations and official guidance promulgated thereunder.

"Common Stock" shall mean the common stock, par value $0.0001 per share, of the Company.

"Determination Date" shall have the meaning ascribed to it in Section 4.1.

"Participant" shall mean a key employee of the Company or an Affiliate who participates in this Program pursuant to the provisions of Article III hereof.

"Performance Period" shall mean a period of time with respect to which performance is measured as determined by the Committee. Performance Periods may overlap.

"Performance Goals" shall have the meaning ascribed to it in Section 5.2.

"Performance Unit" shall mean a right granted to a Participant pursuant to the Program to receive Common Stock, the payment of which is contingent upon achieving the Performance Goals.

"Permanent and Total Disability" shall have the meaning ascribed to such term under Section 22(e)(3) of the Code and with such permanent and total disability being certified prior to

termination of a Participant's employment by (i) the Social Security Administration, (ii) the comparable governmental authority applicable to an Affiliate of the Company, (iii) such other body having the relevant decision-making power applicable to an Affiliate of the Company, or (iv) an independent medical advisor appointed by the Company in its sole discretion, as applicable, in any such case.

"Retirement-Eligible" shall mean when a Participant is at least sixty-five (65) years of age, or when a Participant is at least fifty-five (55) years of age and has been an employee of the Company and/or an Affiliate of the Company for at least ten (10) years in the aggregate as determined by the Company in its sole discretion according to Company policies and practices as in effect from time to time.

"Section 162(m) Participant" shall mean any Participant designated by the Committee as a "covered employee" within the meaning of Section 162(m) of the Code whose compensation for the fiscal year in which the Participant is so designated or a future fiscal year may be subject to the limit on deductible compensation imposed by Section 162(m) of the Code.

"Voluntary Retirement" shall mean voluntary termination of employment that is not the result of Permanent and Total Disability.

ARTICLE III

PARTICIPATION

3.1 Participants. Participants for any Performance Period shall be those active key employees of the Company or an Affiliate who are designated in writing as eligible for participation by the Committee within the first ninety (90) days of such Performance Period.

3.2 No Right to Participate. No Participant or other employee of the Company or an Affiliate shall, at any time, have a right to participate in this Program for any Performance Period, notwithstanding having previously participated in this Program.

ARTICLE IV

ADMINISTRATION

4.1 Generally. The Committee shall establish the basis for payments under this Program in relation to specified Performance Goals, as more fully described in Article V hereof. With respect to the 162(m) Participants, the Committee shall establish the basis for payments under this Program in relation to specified Performance Goals within the first ninety (90) days of each Performance Period, but in no event after 25 percent of the Performance Period has lapsed. Following the end of each Performance Period, once all of the information necessary for the Committee to determine the Company's performance is made available to the Committee, the Committee shall determine the amount of the Award payable to each Participant; *provided, however*, that any such determination shall be made no later than six months following the end of such Performance Period (the date of such determination shall hereinafter be called the

"Determination Date"). The Committee shall have the power and authority granted it under Article 12 of the 2009 Plan, including, without limitation, the authority to construe and interpret this Program, to prescribe, amend and rescind rules, regulations and procedures relating to its administration and to make all other determinations necessary or advisable for administration of this Program. Decisions of the Committee in accordance with the authority granted hereby shall be conclusive and binding. Subject only to compliance with the express provisions hereof, the Committee may act in its sole and absolute discretion with respect to matters within its authority under this Program.

4.2 Provisions Applicable to Section 162(m) Participants. Subject to the sole discretion of the Committee, any Awards paid hereunder to a Section 162(m) Participant shall satisfy and shall be interpreted in a manner that satisfies any applicable requirements as "qualified performance-based compensation" within the meaning of Section 162(m) of the Code and any provisions, application or interpretation of the Program or the 2009 Plan that is inconsistent with this intent shall be disregarded. To the extent that any Award (i) is deemed to constitute "nonqualified deferred compensation" (within the meaning of Code Section 409A) and (ii) would nevertheless be subject to the deduction limitations imposed by Section 162(m) of the Code in the year in which such Award would otherwise be paid under this Program, the payment of such Award may, in the Committee's discretion, be delayed until the earlier of (A) the first year in which such Award would not be subject to the deduction limitations imposed by Section 162(m) or (B) such time as the Participant ceases to be a "service provider" to the Company (within the meaning of Section 409A of the Code).

4.3 Provisions Applicable to Participants in Foreign Jurisdictions. Notwithstanding any provision of the Program to the contrary, in order to comply with the laws in other countries in which the Company and its Affiliates operate or have employees, the Committee, in its sole discretion, shall have the power and authority to:

(i) modify the terms and conditions of any award of Performance Units granted to employees outside the United States to comply with applicable foreign laws;

(ii) condition the effectiveness of any award of Performance Units upon approval or compliance with any applicable foreign laws, regulations, rules or local governmental regulatory exemption or approvals;

(iii) provide for payment of any Award in cash or Common Stock, at the Company's election, to the extent necessary to comply with applicable foreign laws; and

(iv) take any other action, before or after an award of Performance Units is made, that it deems advisable to obtain approval or comply with any necessary local governmental regulatory exemptions or approvals.

Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no award of Performance Units shall be granted, that would violate the Securities Act, the Exchange Act, the Code, or any other securities or tax or other applicable law or regulation.

ARTICLE V

AWARD DETERMINATIONS

5.1 Award of Performance Units. The Committee shall determine the number of Performance Units (rounded down to the nearest whole number) to be awarded under this Program to each Participant with respect to such Performance Period. With respect to the Section 162(m) Participants, the Committee shall determine the number of Performance Units (rounded down to the nearest whole number) to be awarded under this Program to each Section 162(m) Participant with respect to such Performance Period within the first ninety (90) days of such Performance Period, but in no event after 25 percent of the Performance Period has elapsed. Performance Units granted under the Program shall constitute Performance Awards under Article 9 of the 2009 Plan.

5.2 Performance Requirements. The Committee shall approve the performance goals (collectively, the "Performance Goals") with respect to any of the business criteria permitted under the 2009 Plan, each subject to such adjustments as the Committee may specify in writing at such time, and shall establish a formula, standard or schedule which aligns the level of achievement of the Performance Goals with the earned Performance Units.

With respect to the Section 162(m) Participants, the Committee shall approve the Performance Goals within the first ninety (90) days of such the Performance Period, but in no event after 25 percent of the Performance Period has elapsed, and the Performance Goals may not be changed during the Performance Period, but the thresholds, targets and multiplier measures of the Performance Goals shall be subject to such adjustments as the Committee may specify in writing within the first ninety (90) days of the Performance Period, but in no event after 25 percent of the Performance Period has elapsed.

5.3 Dividend Equivalents. The Committee shall determine whether Dividend Equivalents shall be credited with respect to Performance Units awarded under the Program pursuant to Section 9.2 of the 2009 Plan on such terms and conditions determined by the Committee. Any such Dividend Equivalents shall be credited in cash or additional shares of Common Stock by such formula and at such time and subject to such limitations as may be determined by the Committee.

ARTICLE VI

PAYMENT OF AWARDS

6.1 Form and Timing of Payment. Except as set forth in Section 8.1 below, no Award payable pursuant to this Program shall be paid unless and until the Committee certifies, in writing, the extent to which the Performance Goals have been achieved and the corresponding number of Performance Units earned. The specified payment date applicable to such Awards shall be the year immediately following the tax year including the end of the Performance Period. Shares of Common Stock issued in respect of an Award shall be deemed to be issued in consideration for future services to be rendered or past services actually rendered to the Company or for its benefit, by the Participant, which the Committee deems to have a value at least equal to the aggregate par value thereof.

6.2 Tax Withholding. Regardless of any action the Company or its Affiliate takes with respect to any or all income tax (including federal, state and local taxes), social insurance, payroll tax, payment on account or other tax-related items related to participation in the Program and legally applicable to the Participant ("Tax Obligations"), the Participant acknowledges that the ultimate liability for all Tax Obligations is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company and/or its Affiliate. The Participant further acknowledges that the Company and/or its Affiliate (i) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Performance Units, including the grant of the Performance Units, the vesting of Performance Units, the conversion of the Performance Units into shares or the receipt of an equivalent cash payment, the subsequent sale of any shares acquired at vesting and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Performance Units to reduce or eliminate the Participant's liability for Tax Obligations or achieve any particular tax result. Furthermore, if the Participant becomes subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, the Participant acknowledges that the Company and/or its Affiliate may be required to withhold or account for Tax Obligations in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Participant shall pay, or make adequate arrangements satisfactory to the Company or to its Affiliate (in their sole discretion) to satisfy all Tax Obligations. In this regard, the Participant authorizes the Company and/or its Affiliate or their respective agents, at their discretion, to satisfy all applicable Tax Obligations by one or a combination of the following:

(a) withholding from the Participant's wages or other cash compensation paid to the Participant by the Company and/or its Affiliate; or

(b) withholding from proceeds of the sale of shares of Common Stock acquired upon vesting or payment of the Performance Units either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization); or

(c) withholding in shares of Common Stock to be issued upon vesting or payment of the Performance Units, provided that the Company and its Affiliate shall only withhold an amount of shares of Common Stock with a fair market value equal to the Tax Obligations.

To avoid adverse accounting treatment, the Company may withhold or account for Tax Obligations not to exceed the applicable minimum statutory withholding rates or other applicable withholding rates. If the Tax Obligations are satisfied by withholding in shares of Common Stock, for tax purposes, the Participant is deemed to have been issued the full number of shares of Common Stock subject to the vested Performance Units, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying the Tax Obligations due as a result of any aspect of the Participant's participation in the Program (any shares of Common Stock withheld by the Company hereunder shall not be deemed to have been issued by the Company for any purpose under the Program and shall remain available for issuance thereunder).

Finally, the Participant shall pay to the Company or its Affiliate any amount of Tax Obligations that the Company or its Affiliate may be required to withhold or account for as a result of the Participant's participation in the Program that cannot be satisfied by the means previously described. The Participant agrees to take any further actions and execute any additional documents as may be necessary to effectuate the provisions of this Section 6.2. Notwithstanding Section 6.1 above, the Company may refuse to issue or deliver the shares or the proceeds of the sale of shares of Common Stock if the Participant fails to comply with its obligations in connection with the Tax Obligations.

ARTICLE VII

TERMINATION OF EMPLOYMENT

7.1 Termination of Employment During Performance Period.

(a) In the event that a Participant's employment with the Company or an Affiliate is terminated prior to the last business day of a Performance Period by reason of such Participant's Voluntary Retirement and such Participant is Retirement-Eligible on the date of such termination, the full or prorated amount of such Participant's Award, if any, applicable to such Performance Period shall be paid in accordance with the provisions of Article VI above. For purposes of the foregoing, the amount of the Participant's Award (rounded down to the nearest whole number) shall be determined based on the Company's performance as compared to the Performance Goals for such Performance Period and (i) if the Award was granted with respect to a Performance Period commencing in a calendar year prior to the calendar year in which such Voluntary Retirement occurs, the full amount of the Award is payable, and (ii) if the Award was granted with respect to the Performance Period commencing in the calendar year in which such Voluntary Retirement occurs, the Award otherwise payable is multiplied by a fraction (rounded to two decimal places), the numerator of which is the number of complete months of employment during the Performance Period, and the denominator of which is twelve (12). Notwithstanding the foregoing, a Participant shall not be entitled to such full or prorated amount of such Participant's Award pursuant to this Section 7.1(a) unless either such Participant signs a general release and waiver in a form provided by the Company and delivers it to the Company no later than the date specified by the Company, or the Company waives such release requirement in writing; *provided*, *however*, that in no event shall payment of such full or prorated amount of such Participant's Award be made later than the specified payment date as set forth in Section 6.1 above.

(b) In the event that a Participant's employment with the Company or an Affiliate is terminated prior to the last business day of a Performance Period by reason of such Participant's death or Permanent and Total Disability, the full or prorated amount of such Participant's Award, if any, applicable to such Performance Period shall be paid in accordance with the provisions of Article VI above. For purposes of the foregoing, the amount of the Participant's Award (rounded down to the nearest whole number) shall be determined based on the Company's performance as compared to the Performance Goals for such Performance Period and (i) if the

Award was granted with respect to a Performance Period commencing in a calendar year prior to the calendar year in which such termination occurs, the full amount of the Award is payable, and (ii) if the Award was granted with respect to the Performance Period commencing in the calendar year in which such termination occurs, the Award otherwise payable is multiplied by a fraction (rounded to two decimal places), the numerator of which is the number of complete months of employment during the Performance Period, and the denominator of which is twelve (12). Notwithstanding the foregoing, with respect to a Participant whose employment is terminated due to such Participant's Permanent and Total Disability, such Participant shall not be entitled to such full or prorated amount of such Participant's Award pursuant to this Section 7.1(b) unless either such Participant signs a general release and waiver in a form provided by the Company and delivers it to the Company no later than the date specified by the Company, or the Company waives such release requirement in writing; *provided*, *however*, that in no event shall payment of such full or prorated amount of such Participant's Award be made later than the specified payment date as set forth in Section 6.1 above.

(c) In the event that a Participant's employment with the Company or an Affiliate is terminated prior to the last business day of a Performance Period for any reason other than as specified in Sections 7.1(a) and (b) above, all of such Participant's rights to an Award for such Performance Period shall be forfeited, unless, prior to the payment date described in Article VI above, the Company, in its sole discretion, makes a written determination to otherwise pay the full or prorated amount of the Participant's Award, if any, applicable to such Performance Period, which full or prorated amount shall be paid in accordance with the provisions of Article VI above. For purposes of the foregoing, if the payment of the Participant's Award is prorated, the amount of the Participant's Award (rounded down to the nearest whole number) shall be determined based on the Company's performance as compared to the Performance Goals for such Performance Period and the Award otherwise payable is multiplied by a fraction (rounded to two decimal places), the numerator of which is the number of complete months of employment during the Performance Period, and the denominator of which is the number of months in the Performance Period. Notwithstanding the foregoing, a Participant shall not be entitled to such full or prorated amount of such Participant's Award pursuant to this Section 7.1(c) unless either such Participant signs a general release and waiver in a form provided by the Company and delivers it to the Company no later than the date specified by the Company, or the Company waives such release requirement in writing; *provided*, *however*, that in no event shall payment of such full or prorated amount of such Participant's Award be made later than the specified payment date as set forth in Section 6.1 above.

7.2 Termination of Employment After End of Performance Period. In the event that a Participant's employment with the Company or an Affiliate is terminated on or after the last business day of the applicable Performance Period but prior to the Determination Date for any reason, the amount of any Award applicable to such Performance Period shall be paid to the Participant in accordance with the provisions of Article VI above.

ARTICLE VIII

CHANGE OF CONTROL

8.1 Change of Control During Performance Period.

(a) Notwithstanding anything to the contrary in the Program, in the event of a Change of Control that occurs during the first fiscal year of a Performance Period that began prior to January 1, 2008, such Performance Period shall be shortened and shall terminate as of the last business day of the last completed fiscal quarter preceding the date of such Change of Control and each Participant employed by the Company immediately prior to such Change of Control shall be entitled to a payment equal to the amount of the Participant's Award (rounded down to the nearest whole number) he or she would have received for such shortened Performance Period using the assumption that the target levels with respect to the Company's Revenue CAGR and EPS CAGR of the Performance Goals have been satisfied. Any such payment shall be made as soon as practicable following such Change of Control (provided, that the Company may elect, in its sole discretion, to make any such payments in a manner that will not subject the payments to penalties under Code Section 409A) and, in the Committee's sole discretion, may be paid in cash.

(b) Notwithstanding anything to the contrary in the Program, in the event of a Change of Control that occurs during the second or third fiscal year of a Performance Period that began prior to January 1, 2008, such Performance Period shall be shortened and shall terminate as of the last business day of the last completed fiscal quarter preceding the date of such Change of Control and each Participant employed by the Company immediately prior to such Change of Control shall be entitled to a payment equal to the greater of (i) the amount of the Participant's Award (rounded down to the nearest whole number) he or she would have received for such shortened Performance Period using the assumption that the targets levels with respect to the Company's Revenue CAGR and EPS CAGR of the Performance Goals have been satisfied, or (ii) the amount of the Participant's Award (rounded down to the nearest whole number) he or she would have been entitled to receive for such shortened Performance Period, determined based on the Company's performance as determined by the Amgen Revenue CAGR and Amgen EPS CAGR and comparative performance as determined by the Peer Group Revenue CAGR and Peer Group EPS CAGR (for the 2006-2008 Performance Period) or the Company's performance as determined by the Amgen Revenue CAGR and Amgen EPS CAGR and Total Stockholder Return (for the 2007-2009 Performance Period) for such shortened Performance Period. Any such payment shall be made as soon as practicable following such Change of Control (provided, that the Company may elect, in its sole discretion, to make any such payments in a manner that will not subject the payments to penalties under Code Section 409A) and, in the Committee's sole discretion, may be paid in cash.

(c) Notwithstanding anything to the contrary in the Program, for Performance Periods beginning on or after January 1, 2008, the Committee shall set forth the terms of any Award payable in the event of Change of Control that occurs during a Performance Period in the Performance Goals.

(d) For purposes of this Section 8.1, the following terms shall have the meanings set forth in the Performance Goals for the relevant Performance Period: “Revenue CAGR,” “EPS CAGR,” “Amgen Revenue CAGR,” “Amgen EPS CAGR,” “Peer Group Revenue CAGR,” “Peer Group EPS CAGR” and “Total Stockholder Return.”

8.2 Change of Control After End of Performance Period. Notwithstanding anything to the contrary in the Program, in the event of a Change of Control that occurs after the end of the applicable Performance Period but prior to the Determination Date, the amount of any Award applicable to such Performance Period shall be paid to the Participant in accordance with the provisions of Article VI above.

ARTICLE IX

MISCELLANEOUS

9.1 Plan. The Program is subject to all the provisions of the 2009 Plan and its provisions are hereby made a part of the Program, including without limitation the provisions of Articles 5 and 9 thereof (relating to Performance-Based Compensation and Performance Awards) and Section 13.2 thereof (relating to adjustments upon changes in the Common Stock), and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the 2009 Plan. In the event of any conflict between the provisions of the Program and those of the 2009 Plan, the provisions of the 2009 Plan shall control. Notwithstanding any provision of the Program to the contrary, any earned Performance Units paid in cash rather than shares of Common Stock shall not be deemed to have been issued by the Company for any purpose under the 2009 Plan.

9.2 Amendment and Termination. Notwithstanding anything herein to the contrary, the Committee may, at any time, terminate, modify or suspend this Program; *provided*, *however*, that, without the prior consent of the Participants affected, no such action may adversely affect any rights or obligations with respect to any Awards theretofore earned but unpaid for a completed Performance Period, whether or not the amounts of such Awards have been computed and whether or not such Awards are then payable. Notwithstanding the forgoing, at any time the Committee determines that the Performance Units may be subject to Section 409A of the Code, the Committee shall have the right, in its sole discretion, and without a Participant’s prior consent to amend the Program as it may determine is necessary or desirable either for the Performance Units to be exempt from the application of Section 409A or to satisfy the requirements of Section 409A, including by adding conditions with respect to the vesting and/or the payment of the Performance Units, provided that no such amendment may change the Program’s “performance goals,” within the meaning of Section 162(m) of the Code, with respect to any person who is a “covered employee,” within the meaning of Section 162(m) of the Code.

9.3 No Contract for Employment. Nothing contained in this Program or in any document related to this Program or to any Award shall confer upon any Participant any right to continue as an employee or in the employ of the Company or an Affiliate or constitute any contract or agreement of employment for a specific term or interfere in any way with the right of the Company or an Affiliate to reduce such person’s compensation, to change the position held by such person or to terminate the employment of such person, with or without cause.

9.4 Nontransferability. No benefit payable under, or interest in, this Program shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge and any such attempted action shall be void and no such benefit or interest shall be, in any manner, liable for, or subject to, debts, contracts, liabilities or torts of any Participant or beneficiary; *provided, however*, that, nothing in this Section 9.4 shall prevent transfer (i) by will, or (ii) by applicable laws of descent and distribution.

9.5 Compensation Subject to Recovery. The Awards under this Program and all compensation payable with respect to them shall be subject to recovery by the Company pursuant to any and all of the Company's policies with respect to the recovery of compensation, as they shall be in effect and may be amended from time to time, to the maximum extent permitted by applicable law.

9.6 Nature of Program. No Participant, beneficiary or other person shall have any right, title or interest in any fund or in any specific asset of the Company or any Affiliate by reason of any award hereunder. There shall be no funding of any benefits which may become payable hereunder. Nothing contained in this Program (or in any document related thereto), nor the creation or adoption of this Program, nor any action taken pursuant to the provisions of this Program shall create, or be construed to create, a trust of any kind or a fiduciary relationship between the Company or an Affiliate and any Participant, beneficiary or other person. To the extent that a Participant, beneficiary or other person acquires a right to receive payment with respect to an Award hereunder, such right shall be no greater than the right of any unsecured general creditor of the Company or other employing entity, as applicable. All amounts payable under this Program shall be paid from the general assets of the Company or employing entity, as applicable, and no special or separate fund or deposit shall be established and no segregation of assets shall be made to assure payment of such amounts. Nothing in this Program shall be deemed to give any employee any right to participate in this Program except in accordance herewith.

9.7 Governing Law. This Program shall be construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

Exhibit 10.5

Form of Award Notice

[*The information set forth in this Award Notice will be contained on the related pages on Merrill Lynch Benefits Website (or the website of any successor company to Merrill Lynch Bank & Trust Co., FSB). This Award Notice shall be replaced by the equivalent pages on such website. References to Award Notice in this Agreement shall then refer to the equivalent pages on such website*]

This notice of Award (the "Award Notice") sets forth certain details relating to the grant by the Company to you of the Award identified below, pursuant to the Plan. The terms of this Award Notice are incorporated into the Agreement that accompanies this Award Notice and made of part of the Agreement. Capitalized terms used in this Award Notice that are not otherwise defined in this Award Notice have the meanings given to such terms in the Agreement.

Employee:	
Employee ID:	
Address:	
Award Type:	
Grant ID:	
Plan:	Amgen Inc. 2009 Equity Incentive Plan
Program	Amgen Inc. 2009 Performance Award Program
Grant Date:	
Number of Shares	
Number of Performance Units	
Resolutions:	The Resolutions of the Compensation and Management Development Committee of the Board of Directors of Amgen Inc., adopted on , regarding the Amgen Inc. 2009 Performance Award Program
Performance Period:	The Performance Period beginning on , 20 and ending on , 20
Vesting Date:	Means the vesting date indicated in the Vesting Schedule
Vesting Schedule:	Means the schedule of vesting set forth under Vesting Details
Vesting Details:	Means the presentation (tabular or otherwise) of the Vesting Date and the quantity of Shares vesting.

PERFORMANCE UNIT AGREEMENT

THE SPECIFIC TERMS OF YOUR GRANT OF PERFORMANCE UNITS ARE FOUND IN THE PAGES RELATING TO THE GRANT OF PERFORMANCE UNITS FOUND ON MERRILL LYNCH BENEFITS WEBSITE (OR THE WEBSITE OF ANY SUCCESSOR COMPANY TO MERRILL LYNCH BANK & TRUST CO., FSB) (THE "AWARD NOTICE") WHICH ACCOMPANIES THIS DOCUMENT. THE TERMS OF THE AWARD NOTICE ARE INCORPORATED INTO THIS PERFORMANCE UNIT AGREEMENT.

On the Grant Date specified in the Award Notice, Amgen Inc., a Delaware corporation (the "Company"), has granted to you, the grantee named in the Award Notice, under the plan specified in the Award Notice (the "Plan"), the Number of Performance Units (the "Performance Units") specified in the Award Notice on the terms and conditions set forth in this Performance Unit Agreement (and any applicable special terms and conditions for your country set forth in the attached Appendix A (as described in greater detail in Section XIV below)) (collectively, this "Agreement"), the Plan, the Amgen Inc. 2009 Performance Award Program (the "Program") and the Resolutions (as defined below). Capitalized terms not defined herein shall have the meanings assigned to such terms in the Program.

I. Performance Period. The Performance Period shall have the meaning set forth in the Award Notice.

II. Value of Performance Units. The value of each Performance Unit is equal to a share of Common Stock.

III. Performance Goals. An amount of the Performance Units up to the maximum amount specified in the Resolutions shall be earned, depending on the extent to which the Company achieves objectively determinable Performance Goals established by the Committee pursuant to the Resolutions. The Performance Units earned shall be calculated in accordance with the Resolutions and the Program.

IV. Form and Timing of Payment. Subject to Section XIII and except as set forth in the Program, for any Performance Units earned pursuant to Section III above, the specified payment date applicable to such Performance Units shall be the year immediately following the end of the Performance Period. Shares of Common Stock issued in respect of a Performance Unit shall be deemed to be issued in consideration of past services actually rendered by you to the Company or an Affiliate or for its benefit for which you have not previously been compensated or for future services to be rendered, as the case may be, which the Company deems to have a value at least equal to the aggregate par value thereof.

V. Issuance of Certificates; Tax Withholding. Regardless of any action the Company or your actual employer (the "Employer") takes with respect to any or all income tax (including federal, state and local taxes), social insurance, payroll tax, payment on account or other tax-related items related to your participation in the Plan and the Program and legally applicable to you (the "Tax Obligations"), you acknowledge that the ultimate liability for all Tax Obligations

is and remains your responsibility and may exceed the amount actually withheld by the Company and/or your Employer. You further acknowledge that the Company and/or your Employer (i) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Performance Units, including the grant of the Performance Units, the vesting of the Performance Units, the conversion of the Performance Units into shares or the receipt of an equivalent cash payment, the subsequent sale of any shares acquired at settlement and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Performance Units to reduce or eliminate your liability for Tax Obligations or to achieve any particular tax result. Furthermore, if you become subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, you acknowledge that the Company and/or your Employer (or former employer, as applicable) may be required to withhold or account for Tax Obligations in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you shall pay or make adequate arrangements satisfactory to the Company or to your Employer (in their sole discretion) to satisfy all Tax Obligations. In this regard, you authorize the Company and/ or your Employer, or their respective agents, at their discretion, to satisfy all applicable Tax Obligations by one or a combination of the following:

(a) withholding from your wages or other cash compensation paid to you by the Company and/or your Employer; or

(b) withholding from proceeds of the sale of shares of Common Stock issued upon settlement of the Performance Units, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization); or

(c) withholding in shares of Common Stock to be issued upon settlement of the Performance Units provided that the Company and your Employer shall only withhold an amount of shares of Common Stock with a fair market value equal to the Tax Obligations.

To avoid adverse accounting treatment, the Company may withhold or account for Tax Obligations not to exceed the applicable minimum statutory withholding rates or other applicable withholding rates. If the Tax Obligations are satisfied by withholding in shares of Common Stock, for tax purposes, you are deemed to have been issued the full number of shares subject to the earned Performance Units, notwithstanding that a number of shares of Common Stock is held back solely for the purpose of paying the Tax Obligations due as a result of any aspect of your participation in the Plan (any shares of Common Stock withheld by the Company hereunder shall not be deemed to have been issued by the Company for any purpose under the Plan and shall remain available for issuance thereunder).

Finally, you shall pay to the Company or your Employer any amount of Tax Obligations that the Company or your Employer may be required to withhold or account for as a result of your participation in the Plan and the Program that cannot be satisfied by the means previously described. You agree to take any further actions and to execute any additional documents as may be necessary to effectuate the provisions of this Section V. Notwithstanding Section IV above, the Company may refuse to issue or deliver the shares of Common Stock or the proceeds of the sale of shares of Common Stock if you fail to comply with your obligations in connection with the Tax Obligations.

VI. Dividend Equivalents

(a) Crediting of Dividend Equivalents. Subject to this Section VI, Dividend Equivalents shall be credited on each Performance Unit granted to you under this Agreement in the manner set forth in the remainder of this Section VI. If the Company declares one or more dividends or distributions (each, a "Dividend") on its Common Stock with a record date which occurs during the period commencing on the Grant Date through and including the day immediately preceding the day the shares of Common Stock subject to the Performance Units are issued to you, whether in the form of cash, Common Stock or other property, then as of the date the number of Performance Units payable to you pursuant to the terms this Agreement are determined and payable, you shall be credited with an amount equal to the amount or fair market value of such Dividend which would have been payable to you if you held a number of shares of Common Stock equal to the number of Performance Units payable to you as of each such record date for each such Dividend (not including on any Performance Units which were previously paid or forfeited) as if each such amount had been reinvested in Common Stock as of the date of the payment of such Dividend. Each such Dividend Equivalent shall be deemed to have been reinvested in the Common Stock as of the Dividend payment date. Dividend Equivalents shall be payable in full shares of Common Stock, unless the Administrator determines, at any time prior to payment and in its discretion, that they shall be payable in cash. Dividend Equivalents payable with respect to fractional shares of Common Stock shall be paid in cash.

(b) Treatment of Dividend Equivalents. Except as otherwise expressly provided in this Section VI any Dividend Equivalents credited to you shall be subject to all of the provisions of this Agreement which apply to the Performance Units with respect to which they have been credited and shall be payable, if at all, at the time and to the extent that the underlying Performance Unit becomes payable. Dividend Equivalents shall not be payable on any Performance Units that do not vest, or are forfeited, pursuant to the terms of this Agreement.

VII. Nontransferability. No benefit payable under, or interest in, this Agreement or in the shares of Common Stock that may become issuable to you hereunder shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge and any such attempted action shall be void and no such benefit or interest shall be, in any manner, liable for, or subject to, your or your beneficiary's debts, contracts, liabilities or torts; *provided*, *however*, nothing in this Section VII shall prevent transfer (i) by will or (ii) by applicable laws of descent and distribution.

VIII. No Contract for Employment. This Agreement is not an employment or service contract with the Company or an Affiliate and nothing in this Agreement shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ or service of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment or service with the Company or an Affiliate.

IX. Nature of Grant. In accepting the grant of Performance Units, you acknowledge that:

(a) the Plan and the Program are established voluntarily by the Company, are discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, as provided in the Plan and in the Program;

(b) the grant of the Performance Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Performance Units, or benefits in lieu of Performance Units, even if Performance Units have been awarded repeatedly in the past;

(c) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

(d) your participation in the Plan and the Program shall not create a right to further employment with the Employer and shall not interfere with the ability of the Employer to terminate your employment or service relationship (if any) at any time;

(e) your participation in the Plan and the Program is voluntary;

(f) the grant of Performance Units and the shares of Common Stock subject to the Performance Units are not intended to replace any pension rights or compensation;

(g) neither the grant of Performance Units nor any provision of this Agreement, the Plan, the Program or the policies adopted pursuant to the Plan or Program confer upon you any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with the Company or any Affiliate of the Company;

(h) the future value of the shares of Common Stock that may be earned upon the end of the Performance Period is unknown and cannot be predicted with certainty;

(i) in consideration of the grant of Performance Units hereunder, no claim or entitlement to compensation or damages shall arise from forfeiture of the Performance Units resulting from termination of your employment by the Company or an Affiliate of the Company (for any reason whatsoever and whether or not in breach of local labor laws) and you irrevocably release the Company and your Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, you shall be deemed irrevocably to have waived your entitlement to pursue such claim;

(j) in the event of termination of your employment (whether or not in breach of local labor laws), your right to receive Performance Units and receive shares under the Plan and the Program, if any, will terminate effective as of the date that you are no longer actively employed and will not be extended by any notice period mandated under local law (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to local law);

(k) except as otherwise provided in this Agreement or the Plan, the Performance Units and the benefits evidenced by this Agreement do not create any entitlement to have the Performance Units or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; and

(l) the following provisions apply only if you are providing services outside the United States:

(A) for employment law purposes outside the United States, the Performance Units and underlying shares of Common Stock are not part of normal or expected compensation or salary for any purpose, including but not limited to for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments; and

(B) you acknowledge and agree that neither the Company, the Employer nor any Affiliate of the Company shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Performance Units or of any amounts due to you pursuant to the settlement of the Performance Units or the subsequent sale of any shares of Common Stock acquired upon settlement.

X. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan and the Program, or your acquisition or sale of the underlying shares of Common Stock. You are hereby advised to consult with your personal tax, legal and financial advisors regarding your participation in the Plan and the Program before taking any action related thereto.

XI. Notices. Any notices provided for in this Agreement, the Plan or the Program shall be given in writing or electronically and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at such address as is currently maintained in the Company's records or at such other address as you hereafter designate by written notice to the Company Stock Administrator. Such notices may be given using any automated system for the documentation, granting or exercise of Awards, such as a system using an internet website or interactive voice response, as approved by the Company.

XII. Resolutions, Plan and Program. This Agreement is subject to all the provisions of the Resolutions, the Plan and the Program and their provisions are hereby made a part of this Agreement and incorporated herein by reference, including, without limitation, the provisions of Articles 5 and 9 of the Plan (relating to Performance-Based Compensation and Performance Awards, respectively) and Section 13.2 of the Plan (relating to adjustments upon changes in the Common Stock), and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of

any conflict between the provisions of this Agreement and those of the Resolutions, the Plan and the Program, the provisions of the Plan shall control. Notwithstanding any provision of this Agreement or the Program to the contrary, any earned Performance Units paid in cash rather than shares of Common Stock shall not be deemed to have been issued by the Company for any purpose under the Plan.

XIII. No Compensation Deferral. The Performance Units are not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the U.S. Internal Revenue Code of 1986, as amended from time to time (together with the regulations and official guidance promulgated thereunder, the "Code"). However, if at any time the Committee determines that the Performance Units may be subject to Section 409A of the Code, the Committee shall have the right, in its sole discretion, and without your prior consent to amend the Program as it may determine is necessary or desirable either for the Performance Units to be exempt from the application of Section 409A of the Code or to satisfy the requirements of Section 409A of the Code, including by adding conditions with respect to the vesting and/or the payment of the Performance Units, provided that no such amendment may change the Program's "performance goals," within the meaning of Section 162(m) of the Code, with respect to any person who is a "covered employee," within the meaning of Section 162(m) of the Code. Any such amendment to the Program may in the Committee's sole discretion apply retroactively to this award of Performance Units.

XIV. Provisions Applicable to Participants in Foreign Jurisdictions. Notwithstanding any provision of this Agreement or the Program to the contrary, if you are employed by the Company or an Affiliate in any of the countries identified in the attached Appendix A (which constitutes a part of this Agreement), are subject to the laws of any foreign jurisdiction, or relocate to one of the countries included in the attached Appendix A, your award of Performance Units shall be subject to any special terms and conditions for such country set forth in Appendix A and to the following additional terms and conditions:

(a) the terms and conditions of this Agreement, including Appendix A, are deemed modified to the extent necessary or advisable to comply with applicable foreign laws or facilitate the administration of the Plan and the Program;

(b) if applicable, the effectiveness of your Award is conditioned upon its compliance with any applicable foreign laws, regulations, rules or local governmental regulatory exemption and subject to receipt of any required foreign regulatory approvals;

(c) to the extent necessary to comply with applicable foreign laws, the payment of any earned Performance Units shall be made in cash or Common Stock, at the Company's election; and

(d) the Committee may take any other action, before or after an award of Performance Units is made, that it deems necessary or advisable to obtain approval or comply with any necessary local governmental regulatory exemptions or approvals.

Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no award of Performance Units shall be granted, that would violate the Securities Act, the Exchange

Act, the Code, or any other securities or tax or other applicable law or regulation. Notwithstanding anything to the contrary contained herein, the shares issuable upon vesting of the Performance Units shall not be issued unless such shares are then registered under the Securities Act, or, if such shares are not then so registered, the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act.

XV. ***Data Privacy and Notice of Consent****. You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement by and among, as applicable, the Employer, the Company, and any Affiliates of the Company for the exclusive purpose of implementing, administering and managing your participation in the Plan and the Program.*

You understand that the Company and the Employer may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number (to the extent permitted under applicable local law) or other identification number, salary, nationality, job title, residency status, any shares of stock or directorships held in the Company, details of all equity compensation or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in your favor, for the purpose of implementing, administering and managing the Plan and the Program ("Data").

You understand that Data may be transferred to Merrill Lynch Bank & Trust Co., FSB (or any successor thereto), any third parties assisting in the implementation, administration and management of the Plan and the Program, that these recipients may be located in your country, or elsewhere, including outside the European Economic Area and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that if you reside outside the United States, you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Employer, the Company, Affiliates of the Company, Merrill Lynch Bank & Trust Co., FSB (or any successor thereto), and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing your participation in the Plan and the Program to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan and the Program, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the shares received upon vesting of the Performance Units may be deposited. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan and the Program. You understand that if you reside outside the United States, you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that the Company would not be able to grant you

Performance Units or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan and the Program. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

XVI. Language. If you have received this Agreement or any other document related to the Plan and/or the Program translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

XVII. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Delaware without giving effect to principles of conflicts of laws. For purposes of litigating any dispute that arises hereunder, the parties hereby submit to and consent to the jurisdiction of the State of Delaware, and agree that such litigation shall be conducted in the courts of the State of Delaware, or the federal courts for the United States for the federal district located in the State of Delaware, and no other courts, where this Agreement is made and/or to be performed.

XVIII. Severability. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provisions shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

XIX. Electronic Delivery The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan and/or the Program by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

XX. Imposition of Other Requirements. The Company reserves the right to impose other requirements on your participation in the Plan and the Program, on the Performance Units and on any shares of Common Stock acquired under the Plan and the Program, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

XXI. Waiver. You acknowledge that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other grantee.

Very truly yours,
AMGEN INC.

By: _____
Name:
Title:

Accepted and Agreed,
this day of , 20 .

By: _____
Name: _____

APPENDIX A

ADDITIONAL TERMS AND CONDITIONS OF THE AMGEN INC. 2009 EQUITY INCENTIVE PLAN

AWARD OF PERFORMANCE UNITS (BY COUNTRY)

TERMS AND CONDITIONS

This Appendix includes additional terms and conditions that govern any Performance Units granted under the Plan **if, under applicable law, you are a resident of, or are deemed to be a resident of one of the countries listed below. Furthermore, the additional terms and conditions that govern the Performance Units granted hereunder may apply to you if you relocate to one of the countries listed below and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to you**. Certain capitalized terms used but not defined in this Appendix A shall have the meanings set forth in the Plan and/or the Agreement to which this Appendix is attached.

NOTIFICATIONS

This Appendix also includes notifications relating to exchange control and other issues of which you should be aware with respect to your participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the countries to which this Appendix refers as of February 2012. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the notifications herein as the only source of information relating to the consequences of your participation in the Plan because the information may be outdated when you acquire shares of Common Stock under the Plan, or when you subsequently sell shares of Common Stock acquired under the Plan.

In addition, the notifications are general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation. Finally, if you are a citizen or resident of a country other than the one in which you are currently working or are considered a resident of another country for local law purposes, the information contained herein may not be applicable to you or you may be subject to the provisions of one or more jurisdictions.

ALGERIA

NOTIFICATIONS

Exchange Control Information. Proceeds from the sale of Shares and any cash dividends must be repatriated to Algeria.

AUSTRALIA

NOTIFICATIONS

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on your behalf.

Securities Law Information. If you acquire shares of Common Stock under the Plan and offer the shares of Common Stock for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. You should consult with your own legal advisor before making any such offer in Australia.

AUSTRIA

NOTIFICATIONS

Consumer Protection Information. You may be entitled to revoke acceptance of the Award on the basis of the Austrian Consumer Protection Act (the "Act") under the conditions listed below, if the Act is considered to be applicable to the Award, the Plan and the Program:

(i) If you accept the Award outside the business premises of the Company, you may be entitled to revoke your acceptance of the Award, provided the revocation is made within one (1) week after such acceptance of an Award.

(ii) The revocation must be in written form to be valid. It is sufficient if you return the Agreement to the Company or the Company's representative with language which can be understood as a refusal to conclude or honor the Agreement, provided the revocation is sent within the period discussed above.

Exchange Control Information. If you hold shares of Common Stock acquired under the Plan outside of Austria, you must submit a report to the Austrian National Bank. An exemption applies if the value of the shares as of any given quarter does not exceed €30,000,000 or if the value of the shares in any given year as of December 31 does not exceed €5,000,000. If the former threshold is exceeded, quarterly obligations are imposed, whereas if the latter threshold is exceeded, annual reports must be given. The annual reporting date is December 31 and the deadline for filing the annual report is March 31 of the following year.

A separate reporting requirement applies when you sell shares of Common Stock acquired under the Plan. In that case, there may be exchange control obligations if the cash proceeds are held outside of Austria. If the transaction volume of all accounts abroad exceeds €3,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th day of the following month, on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

BELGIUM

NOTIFICATIONS

Tax Reporting Notification. You are required to report any taxable income attributable to the Award granted hereunder on your annual tax return. You are also required to report any security and bank accounts opened and maintained outside Belgium on your annual tax return.

BRAZIL

TERMS AND CONDITIONS

Compliance with Law. By accepting the Performance Units, you acknowledge that you agree to comply with applicable Brazilian laws and pay any and all applicable taxes associated with the vesting of the Performance Units and the sale of shares of Common Stock acquired under the Plan.

NOTIFICATIONS

Exchange Control Information. If you are resident or domiciled in Brazil, you will be required to submit annually a declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights equals or exceeds US$100,000. Assets and rights that must be reported include the shares of Common Stock.

BULGARIA

There are no country-specific provisions.

CANADA

TERMS AND CONDITIONS

Termination of Service. This provision supplements Section IX(j) of the Agreement:

In the event of involuntary termination of your employment (whether or not in breach of local labor laws), your right to receive an Award and vest in such Award under the Plan and the Program, if any, will terminate effective as of the date that is the earlier of: (1) the date you receive notice of termination of employment from the Company or your Employer, or (2) the date you are no longer actively employed by the Company or your Employer regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not

limited to statutory law, regulatory law and/or common law). Your right, if any, to acquire shares of Common Stock pursuant to an Award after termination of employment will be measured by the date of termination of your active employment and will not be extended by any notice period mandated under local law.

Form of Settlement - Performance Units Payable Only in Shares. Notwithstanding any discretion in the Plan or the Program or anything to the contrary in the Agreement, the Award does not provide any right for you, as a resident of Canada, to receive a cash payment and shall be paid in Shares only.

The following provisions will apply to you if you are a resident of Quebec:

Language Consent. The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention ("*Agreement*"*), ainsi que de tous documents exécutés, avis donnés et procédures judiciaries intentées, directement ou indirectement, relativement à ou suite à la présente convention.*

Data Privacy Notice and Consent. This provision supplements Section XV of the Agreement:

You hereby authorize the Company and the Company's representative to discuss with and obtain all relevant information from all personnel (professional or not) involved in the administration and operation of the Plan and the Program. You further authorize the Company and your Employer to disclose and discuss your participation in the Plan with their advisors. You also authorize the Company and your Employer to record such information and keep it in your employee file.

NOTIFICATIONS

Securities Law Information. You are permitted to sell Shares acquired through the Plan through the designated broker appointed under the Plan, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed (*i.e*., the NASDAQ Global Select Market).

CZECH REPUBLIC

NOTIFICATIONS

Exchange Control Information. Proceeds from the sale of shares of Common Stock may be held in a cash account abroad and you are no longer required to report the opening and maintenance of a foreign account to the Czech National Bank (the "CNB"), unless the CNB notifies you specifically that such reporting is required. Upon request of the CNB, you may need to file a notification within 15 days of the end of the calendar quarter in which you acquire shares of Common Stock.

DENMARK

NOTIFICATIONS

Exchange Control Information. If you establish an account holding shares or an account holding cash outside Denmark, you must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. (These obligations are separate from and in addition to the obligations described below.)

Securities/Tax Reporting Information. If you hold shares of Common Stock acquired under the Plan in a brokerage account with a broker or bank outside Denmark, you are required to inform the Danish Tax Administration about the account. For this purpose, you must sign and file a Form V (*Erklaering V*) with the Danish Tax Administration. In the event that the applicable broker or bank with which the account is held does not also sign the Form V, you acknowledge that you are solely responsible for providing certain details regarding the foreign brokerage or bank account and any shares of Common Stock acquired under the Plan and held in such account to the Danish Tax Administration as part of your annual income tax return. By signing the Form V, you authorize the Danish Tax Administration to examine the account.

In addition, if you open a brokerage account (or a deposit account with a U.S. bank) for the purpose of holding cash outside Denmark, you are also required to inform the Danish Tax Administration about this account. To do so, you must file a Form K (*Erklaering K*) with the Danish Tax Administration. The Form K must be signed both by you and by the applicable broker or bank where the account is held, unless an exemption from the broker/bank signature requirement is obtained from the Danish Tax Administration (which exemption may be sought on the Form K itself). By signing the Form K, you (and the broker/bank to the extent the exemption is not obtained) undertake an obligation, without further request each year, to forward information to the Danish Tax Administration concerning the content of the account. By signing the Form K, you authorize the Danish Tax Administration to examine the account.

EGYPT

NOTIFICATIONS

Exchange Control Information. If you transfer funds into Egypt in connection with the Performance Units, you are required to transfer the funds through a registered bank in Egypt.

GERMANY

NOTIFICATIONS

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If you make or receive a payment in excess of this amount, you are responsible for obtaining the appropriate form from a German federal bank and complying with applicable reporting requirements.

GREECE

There are no country-specific provisions.

HONG KONG

TERMS AND CONDITIONS

SECURITIES WARNING: The Performance Units and any shares of Common Stock issued in respect of Performance Units do not constitute a public offering of securities under Hong Kong law and are available only to Participants under the Program. The Agreement, including this Appendix, the Program, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong, nor have the documents been reviewed by any regulatory authority in Hong Kong. The Performance Units and any documentation related thereto are intended solely for the personal use of each Participant under the Program and may not be distributed to any other person. If you are in doubt about any of the contents of the Agreement, including this Appendix, the Program or the Plan, you should obtain independent professional advice.

Form of Settlement- Performance Units Payable Only in Shares. Notwithstanding any discretion in the Plan or the Program or anything to the contrary in the Agreement, the Award does not provide any right for you, as a resident of Hong Kong, to receive a cash payment and shall be paid in shares of Common Stock only.

Sale of Shares of Common Stock. In the event that shares of Common Stock are issued in respect of Performance Units within six (6) months of the Grant Date, you agree that you will not dispose of such shares prior to the six (6)-month anniversary of the Grant Date.

NOTIFICATIONS

Nature of Scheme. The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

HUNGARY

There are no country-specific provisions.

INDIA

NOTIFICATIONS

Exchange Control Information. You understand that you must repatriate any cash dividends paid on Shares acquired under the Plan and the Program and any proceeds from the sale of shares of Common Stock acquired under the Plan and the Program to India within 90 days of receipt.

You will receive a foreign inward remittance certificate ("FIRC") from the bank where you deposit the foreign currency, and you must maintain the FIRC as proof of repatriation of funds in the event that the Reserve Bank of India or the Employer requests proof of repatriation. It is your responsibility to comply with these requirements.

IRELAND

TERMS AND CONDITIONS

Nature of Grant. This provision supplements Section IX of the Agreement:

In accepting the Award granted hereunder, you acknowledge your understanding and agreement that the benefits received under the Plan will not be taken into account for any redundancy or unfair dismissal claim.

NOTIFICATIONS

Director Notification Requirements. If you are a director, shadow director or secretary of an Irish Affiliate, you must notify the Irish Affiliate in writing within five (5) business days of receiving or disposing of an interest in the Company (*e.g.*, an Award or shares of Common Stock) in the Company, or within five (5) business days of becoming aware of the event giving rise to the notification requirement, or within five (5) business days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children (whose interests, if any, will be attributed to the director, shadow director or secretary).

ITALY

TERMS AND CONDITIONS

Data Privacy Notice. The following provision replaces Section XV of the Agreement:

You understand that your Employer, the Company and any Affiliate may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance (to the extent permitted under Italian law) or other identification number, salary, nationality, job title, any shares or directorships held in the Company or any Affiliate, details of all Awards granted, or any other entitlement to shares of Common Stock awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, managing and administering the Plan and the Program ("Data").

You also understand that providing the Company with Data is necessary for the performance of the Plan and the Program and that your refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan and the Program. The Controller of personal data processing is Amgen Inc., with registered offices at One Amgen Center Drive, Thousand Oaks, California

91320, U.S.A., and, pursuant to Legislative Decree no. 196/2003, its Representative in Italy for privacy purposes is Amgen Dompe S.p.A., with registered offices at Via Tazzoli, 6 – 20154 Milan, Italy.

You understand that Data will not be publicized, but it may be transferred to banks, other financial institutions, or brokers involved in the management and administration of the Plan and the Program. You understand that Data may also be transferred to the independent registered public accounting firm engaged by the Company. You further understand that the Company and/or any Affiliate will transfer Data among themselves as necessary for the purposes of implementing, administering and managing your participation in the Plan and the Program, and that the Company and/or any Affiliate may each further transfer Data to third parties assisting the Company in the implementation, administration, and management of the Plan and the Program, including any requisite transfer of Data to a broker or other third party with whom you may elect to deposit any shares of Common Stock issued in respect of the Award. Such recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing your participation in the Plan and the Program. You understand that these recipients may be located in or outside the European Economic Area, such as in the United States or elsewhere. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan and the Program, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan and the Program.

You understand that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions, as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require your consent thereto, as the processing is necessary to performance of contractual obligations related to implementation, administration, and management of the Plan. You understand that, pursuant to Section 7 of the Legislative Decree no. 196/2003, you have the right to, including but not limited to, access, delete, update, correct, or terminate, for legitimate reason, the Data processing.

Furthermore, you are aware that Data will not be used for direct-marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting your local human resources representative.

Acknowledgement of Nature of Grant. By accepting the Award granted hereunder, you acknowledge that (1) you have received a copy of the Plan, the Program, the Agreement and this Appendix; (2) you have reviewed the applicable documents in their entirety and fully understand the contents thereof; and (3) you accept all provisions of the Plan, the Program, the Agreement and this Appendix.

You further acknowledge that you have read and specifically and explicitly approve, without limitation, the following sections of the Agreement: Section III, Section IV, Section V, Section IX, Section IV, Section XV (as replaced by the above consent), Section XVI and Section XX.

JAPAN

There are no country-specific provisions.

LITHUANIA

There are no country-specific provisions.

MEXICO

TERMS AND CONDITIONS

Acknowledgement of the Grant. In accepting the Award granted hereunder, you acknowledge that you have received a copy of the Plan and the Program, have reviewed the Plan and the Program and the Agreement, including this Appendix, in their entirety and fully understand and accept all provisions of the Plan, the Program and the Agreement, including this Appendix. You further acknowledge that you have read and specifically and expressly approve the terms and conditions of Section IX of the Agreement, in which the following is clearly described and established:

(1) Your participation in the Plan and the Program do not constitute an acquired right.

(2) The Plan and your participation in the Plan and the Program are offered by Amgen Inc. on a wholly discretionary basis.

(3) Your participation in the Plan and the Program is voluntary.

(4) Amgen Inc. and its Affiliates are not responsible for any decrease in the value of any shares of Common Stock issued with respect to the Award.

Labor Law Acknowledgement and Policy Statement. In accepting any Award granted hereunder, you expressly recognize that Amgen Inc., with registered offices at One Amgen Center Drive, Thousand Oaks, California 91320, U.S.A., is solely responsible for the administration of the Plan and that your participation in the Plan and acquisition of shares of Common Stock do not constitute an employment relationship between you and Amgen Inc. since you are participating in the Plan on a wholly commercial basis and your sole employer is Amgen Latin America Services, S.A. de C.V. (“Amgen-Mexico”). Based on the foregoing, you expressly recognize that the Plan and the Program and the benefits that you may derive from participation in the Plan and the Program do not establish any rights between you and your Employer, Amgen-Mexico, and do not form part of the employment conditions and/or benefits provided by Amgen-Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of your employment.

You further understand that your participation in the Plan and the Program is as a result of a unilateral and discretionary decision of Amgen Inc.; therefore, Amgen Inc. reserves the absolute right to amend and/or discontinue your participation in the Plan at any time without any liability to you.

Finally, you hereby declare that you do not reserve to yourself any action or right to bring any claim against Amgen Inc. for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and you therefore grant a full and broad release to Amgen Inc., its Affiliates, shareholders, officers, agents or legal representatives with respect to any claim that may arise.

Spanish Translation

Reconocimiento del Otorgamiento. Al aceptar cualquier Otorgamiento de Acciones bajo el presente documento, usted reconoce que ha recibido una copia del Plan y del Programa, que ha revisado el Plan y el Programa, así como también el Apéndice en su totalidad, además que comprende y está de acuerdo con todas las disposiciones tanto del Plan, del Programa y del Otorgamiento, incluyendo este Apéndice. Asimismo, usted reconoce que ha leído y manifiesta específicamente y expresamente la conformidad con los términos y condiciones establecidos en la Sección VIII del Acuerdo del Otorgamiento, en los que se establece y describe claramente que:

(1) Su participación en el Plan y en el Programa de ninguna manera constituye un derecho adquirido.

(2) Su participación en Plan y en el Programa son ofrecidos por Amgen Inc. de forma completamente discrecional.

(3) Su participación en el Plan y en el Programa es voluntaria.

(4) Amgen Inc. y sus Afiliados no son responsables de ninguna disminución en el valor de las Acciones Comunes emitidas mediante el Plan.

Reconocimiento de la Ley Laboral y Declaración de Política. Al aceptar cualquier Otorgamiento bajo el presente, usted reconoce expresamente que Amgen Inc., con oficinas registradas localizadas en One Amgen Center Drive, Thousand Oaks, California 91320, U.S.A., es la única responsable de la administración del Plan y que su participación en el mismo y la adquisición de Acciones Comunes no constituyen de ninguna manera una relación laboral entre usted y Amgen Inc., debido a que su participación en el Plan es únicamente una relación comercial y que su único empleador es Amgen Latin America Services, S.A. de C.V. (“Amgen-Mexico”). Derivado de lo anterior, usted reconoce expresamente que el Plan y el Programa y los beneficios a su favor que pudieran derivar de la participación en el mismo, no establecen ningún derecho entre usted y su empleador, Amgen – México, y no forman parte de las condiciones

laborales y/o los beneficios otorgados por Amgen – México, y cualquier modificación del Plan o la terminación del mismo no constituirá un cambio o desmejora de los términos y condiciones de su trabajo.

Asimismo, usted entiende que su participación en el Plan y en el Programa es resultado de la decisión unilateral y discrecional de Amgen Inc., por lo tanto, Amgen Inc. se reserva el derecho absoluto de modificar y/o descontinuar su participación en el Plan en cualquier momento y sin ninguna responsabilidad para usted.

Finalmente, usted manifiesta que no se reserva ninguna acción o derecho que origine una demanda en contra de Amgen Inc., por cualquier compensación o daños y perjuicios, en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia usted exime amplia y completamente a Amgen Inc. de toda responsabilidad, como así también a sus Afiliadas, accionistas, directores, agentes o representantes legales con respecto a cualquier demanda que pudiera surgir.

NETHERLANDS

NOTIFICATIONS

Securities Law Information. You should be aware of Dutch insider-trading rules, which may impact your ability to sell shares of Common Stock issued in respect of the Award. In particular, you may be prohibited from effectuating certain transactions if you have insider information regarding the Company.

By accepting the Award granted hereunder and participating in the Plan and the Program, you acknowledge having read and understood this Securities Law Notification and further acknowledge that it is your responsibility to comply with the following Dutch insider-trading rules:

Under Article 5:56 of the Dutch Financial Supervision Act, anyone who has “inside information” related to the issuing company is prohibited from effectuating a transaction in securities in or from the Netherlands. “Inside information” is defined as knowledge of specific information concerning the issuing company to which the securities relate or the trade in securities issued by such company, which has not been made public, and which, if published, would reasonably be expected to affect the share price, regardless of the development of the price. The insider could be any employee of an Affiliate in the Netherlands who has inside information as described herein.

Given the broad scope of the definition of inside information, certain employees of the Company working at an Affiliate in the Netherlands (including persons eligible to participate in the Plan and the Program) may have inside information and, thus, would be prohibited from effectuating a transaction in securities in the Netherlands at a time when in possession of such inside information.

NEW ZEALAND

There are no country-specific provisions.

NORWAY

There are no country-specific provisions.

POLAND

NOTIFICATIONS

Exchange Control Information. Polish residents holding foreign securities (including shares of Common Stock) and maintaining accounts abroad must report information to the National Bank of Poland. Specifically, if the aggregate value of shares and cash held in such foreign accounts exceeds PLN 7 million, Polish residents must file reports on the transactions and balances of the accounts on a quarterly basis. If required, the reports are due on a quarterly basis by the 20th day following the end of each quarter and must be filed on special forms available on the website of the National Bank of Poland. In addition, Polish residents are required to transfer funds through a bank account in Poland if the transferred amount in any single transaction exceeds a specified threshold (currently €15,000). You must store all documents connected with any foreign exchange transactions you engage in for a period of five years.

PORTUGAL

TERMS AND CONDITIONS

Consent to Receive Information in English. You hereby expressly declare that you have full knowledge of the English language and have read, understood and fully accepted and agreed with the terms and conditions established in the Plan, the Program and Agreement.

Conhecimento da Lingua. *Por meio do presente, eu declaro expressamente que tem pleno conhecimento da língua inglesa e que li, compreendi e livremente aceitei e concordei com os termos e condições estabelecidas no Plano, no Programa e no Acordo.*

NOTIFICATIONS

Exchange Control Information. If you do not hold the shares of Common Stock issued in respect of the Award with a Portuguese financial intermediary, you will need to file a report with the Portuguese Central Bank. If the shares are held by a Portuguese financial intermediary, it will file the report for you.

PUERTO RICO

There are no country-specific provisions.

ROMANIA

NOTIFICATIONS

Exchange Control Information. If you deposit proceeds from the sale of shares of Common Stock in a bank account in Romania, you may be required to provide the Romanian bank assisting with the transaction with appropriate documentation explaining the source of the income. You should consult with a legal advisor to determine whether you will be required to submit such documentation to the Romanian bank.

RUSSIA

TERMS AND CONDITIONS

Settlement of Award. Depending on developments in Russian securities regulations, the Company reserves the right, in its sole discretion, to force the immediate sale of any shares of Common Stock to be issued upon vesting of the Award granted hereunder. You agree that, if applicable, the Company is authorized to instruct Merrill Lynch Bank & Trust Co., FSB (or such other broker as may be designated by the Company) to assist with the mandatory sale of such shares of Common Stock (on your behalf pursuant to this authorization) and you expressly authorize Merrill Lynch Bank & Trust Co., FSB (or such other broker as may be designated by the Company) to complete the sale of such shares. You acknowledge that Merrill Lynch Bank & Trust Co., FSB (or such other broker as may be designated by the Company) is under no obligation to arrange for the sale of the shares of Common Stock at any particular trading price. Upon the sale of shares of Common Stock, you will receive the cash proceeds from the sale of such shares, less any brokerage fees or commissions and subject to your obligations in connection with the Tax Obligations.

Securities Law Requirements. The Award granted hereunder, the Agreement, including this Appendix, the Program, the Plan and all other materials you may receive regarding your participation in the Plan and the Program or the Award granted hereunder do not constitute advertising or an offering of securities in Russia. The issuance of shares of Common Stock in respect of the Award has not and will not be registered in Russia; therefore, such shares may not be offered or placed in public circulation in Russia.

In no event will shares of Common Stock acquired under the Plan be delivered to you in Russia; all shares of Common Stock will be maintained on your behalf in the United States.

You are not permitted to sell any shares acquired under the Plan directly to a Russian legal entity or resident.

Labor Law Information. You acknowledge that if you continue to hold shares of Common Stock acquired under the Plan after an involuntary termination of your employment, you will not be eligible to receive unemployment benefits in Russia.

NOTIFICATIONS

Exchange Control Information. Under current exchange control regulations, within a reasonably short time after sale of the Shares acquired under the Plan and the Program or receipt of dividends on such Shares, you must repatriate the proceeds to Russia. Such proceeds must be initially credited to you through a foreign currency account opened in your name at an authorized bank in Russia. After the funds are initially received in Russia, they may be further remitted to a foreign bank subject to the following limitations: (i) the foreign account may be opened only for individuals; (ii) the foreign account may not be used for business activities; (iii) the Russian tax authorities must be given notice about the opening/closing of each foreign account within one month of the account opening/closing; and (iv) the Russian tax authorities must be given notice of the account balances of such foreign accounts as of the beginning of each calendar year. You are encouraged to contact your personal advisor before remitting your proceeds from participation in the Plan and the Program to Russia as exchange control requirements may change.

SAUDI ARABIA

NOTIFICATIONS

Securities Law Information. This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. You are hereby advised to conduct your own due diligence on the accuracy of the information relating to the shares of Common Stock. If you do not understand the contents of this document, you should consult an authorized financial adviser.

SLOVAK REPUBLIC

There are no country-specific provisions.

SLOVENIA

There are no country-specific provisions.

SOUTH AFRICA

TERMS AND CONDITIONS

Responsibility for Taxes. The following provision supplements Section V of the Agreement:

By accepting the Performance Units, you agree that, immediately upon vesting and settlement of the Performance Units, you will notify your Employer of the amount of any gain realized. If you

fail to advise your Employer of the gain realized upon vesting and settlement, you may be liable for a fine. You will be solely responsible for paying any difference between your actual tax liability and the amount withheld by your Employer.

NOTIFICATIONS

Exchange Control Information. Because no transfer of funds from South Africa is required under the Performance Units, no filing or reporting requirements should apply when the Performance Units are granted or when shares of Common Stock are issued upon vesting and settlement of the Performance Units. However, because the exchange control regulations are subject to change, you should consult your personal advisor prior to vesting and settlement of the Performance Units to ensure compliance with current regulations. You are responsible for ensuring compliance with all exchange control laws in South Africa.

SPAIN

TERMS AND CONDITIONS

Labor Law Acknowledgement. The following provision supplements Section IX of the Agreement:

By accepting the Award granted hereunder, you consent to participation in the Plan and the Program and acknowledge that you have received a copy of the Plan and the Program.

You understand that the Company has unilaterally, gratuitously and in its sole discretion decided to grant the Award under the Plan and the Program to individuals who may be members of the Board, Employees, or Consultants of the Company or its Affiliates throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that the Awards granted will not economically or otherwise bind the Company or any of its Affiliates on an ongoing basis, other than as expressly set forth in the applicable Agreement, including this Appendix. Consequently, you understand that the Award granted hereunder is given on the assumption and condition that it shall not become a part of any employment contract (either with the Company or any of its Affiliates) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. Further, you understand and freely accept that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary grant of the Award since the future value of the Award and any shares of Common Stock that may be issued in respect of such Award is unknown and unpredictable. In addition, you understand that the Award granted hereunder would not be made but for the assumptions and conditions referred to above; thus, you understand, acknowledge and freely accept that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the Award or right to the Award shall be null and void.

Further, the vesting of the Performance Units is expressly conditioned your continued and active rendering of service, such that if your employment terminates for any reason whatsoever, the Performance Units may cease vesting immediately, in whole or in part, effective on the date of

your termination of employment (unless otherwise specifically provided in Section I of the Agreement). This will be the case, for example, even if (1) you are considered to be unfairly dismissed without good cause; (2) you are dismissed for disciplinary or objective reasons or due to a collective dismissal; (3) you terminate service due to a change of work location, duties or any other employment or contractual condition; (4) you terminate service due to a unilateral breach of contract by the Company or an Affiliate; or (5) your employment terminates for any other reason whatsoever. Consequently, upon termination of your employment for any of the above reasons, you may automatically lose any rights to Performance Units that were not vested on the date of your termination of employment, as described in the Plan and the Agreement.

You acknowledge that you have read and specifically accepts the conditions referred to in Section I of the Agreement.

NOTIFICATIONS

Securities Law Information. The Performance Units and the Shares described in the Agreement and this Appendix do not qualify under Spanish regulations as securities. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including this Appendix) has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

Exchange Control Information. When receiving foreign currency payments exceeding €50,000 derived from the ownership of Shares acquired under the Plan (*i.e.*, dividends or sale proceeds), you must inform the financial institution receiving the payment of the basis upon which such payment is made. You will need to provide the institution with the following information: (i) your name, address, and fiscal identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment and the currency used; (iv) the country of origin; (v) the reasons for the payment; and (vi) further information that may be required.

If you acquire Shares under the Plan, you must declare the acquisition to the *Direccion General de Comercio e Inversiones* ("DGCI"). If you acquire the shares through the use of a Spanish financial institution, that institution will automatically make the declaration to the DGCI for you; otherwise, you will be required to make the declaration by filing a D-6 form. You must also declare ownership of any shares with the DGCI each January while the Shares are owned.

SWEDEN

There are no country-specific provisions.

SWITZERLAND

NOTIFICATIONS

Securities Law Notification. The Award offered hereunder is considered a private offering in Switzerland and is, therefore, not subject to registration in Switzerland.

TURKEY

NOTIFICATIONS

Securities Law Information. Under Turkish law, you are not permitted to sell Shares acquired under the Plan in Turkey. You must sell the Shares acquired under the Plan outside of Turkey. The Shares are currently traded on the NASDAQ in the U.S. under the ticker symbol "AMGN" and Shares may be sold on this exchange, which is located outside of Turkey.

UNITED ARAB EMIRATES

NOTIFICATIONS

Securities Law Notice. Performance Units under the Plan are available only to Participants under the Program and are for the purpose of providing equity incentives. The Plan, the Program and the Agreement are intended for distribution only to such Participants and must not be delivered to, or relied on by, any other person. You should conduct your own due diligence on the Units offered pursuant to this Agreement. If you do not understand the contents of the Plan and/or the Agreement, you should consult an authorized financial adviser. The Emirates Securities and Commodities Authority and the Dubai Financial Services Authority have no responsibility for reviewing or verifying any documents in connection with the Plan. Further, the Ministry of the Economy and the Dubai Department of Economic Development have not approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

UNITED KINGDOM

TERMS AND CONDITIONS

Tax Withholding. This provision supplements Section V of the Agreement:

You agree that if you do not pay or your Employer or the Company does not withhold from you the full amount of Tax Obligations that you owe due at issuance of shares of Common Stock in respect of the Performance Units, or the release or assignment of the Performance Units for consideration, or the receipt of any other benefit in connection with the Performance Units (the "Taxable Event") within 90 days after the Taxable Event, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, then the amount that should have been withheld and/or paid shall constitute a loan owed by you to your Employer, effective 90 days after the Taxable Event. You agree that the loan will bear interest at the official rate of HM Revenue and Customs ("HMRC") and will be immediately due and repayable by you, and the Company and/or your Employer may recover it at any time thereafter by withholding (subject to Section V of the Agreement) the funds from salary, bonus or any other funds due to you by your Employer, by withholding in shares of Common Stock issued in respect of the Performance Units or from the cash proceeds from the sale of shares of Common Stock or by demanding cash or a check from you. You also authorize the Company to delay the issuance of any shares of Common Stock to you unless and until the loan is repaid in full.

Notwithstanding the foregoing, if you are an officer or executive director (as within the meaning of Section 13(k) of the Exchange Act, as amended), from time to time, the terms of the immediately foregoing provision will not apply. In the event that you are an officer or executive director and Tax Obligations are not collected from or paid by you within 90 days of the Taxable Event, the amount of any uncollected Tax Obligations may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that you are responsible for reporting and paying these potential additional taxes under the self-assessment regime.

Joint Election. As a condition of the Award, you agree to accept any liability for secondary Class 1 National Insurance Contributions (the "Employer NICs") which may be payable by the Company or your Employer with respect to the earning and/or payment of the Performance Units and issuance of shares of Common Stock in respect of the Performance Units, the assignment or release of the Performance Units for consideration or the receipt of any other benefit in connection with the Performance Units.

Without limitation to the foregoing, you agree to make an election (the "Election"), in the form specified and/or approved for such election by HMRC, that the liability for your employer NICs payments on any such gains shall be transferred to you to the fullest extent permitted by law. You further agree to execute such other elections as may be required between you and any successor to the Company and/or your Employer. You hereby authorize the Company and your Employer to withhold such Employer NICs by any of the means set forth in Section V of the Agreement.

Failure by you to enter into an Election, withdrawal of approval of the Election by HMRC or a joint revocation of the Election by you and the Company or your Employer, as applicable, shall be grounds for the forfeiture and cancellation of the Performance Units, without any liability to the Company or your Employer.

UNITED STATES

TERMS AND CONDITIONS

Nature of Grant. The following provision replaces Section IX(j) of the Award Agreement:

(j) in the event of termination of your employment (whether or not in breach of local labor laws), your right to receive Performance Units and receive shares under the Plan and the Program, if any, will terminate effective as of the date that you are no longer actively employed; *provided*, *however*, that such right will be extended by any notice period mandated by law (e.g. the Worker Adjustment and Retraining Notification Act ("WARN Act") notice period or similar periods pursuant to local law) and any paid administrative leave (as applicable), unless the Company shall provide you with written notice otherwise before the commencement of such notice period or leave. In such event, payment of the Performance Units shall be made in accordance with Section IV.

Exhibit 10.6

AMGEN INC. 2009 DIRECTOR EQUITY INCENTIVE PROGRAM
(Effective March 3, 2009)

As Amended March 15, 2012

ARTICLE I

PURPOSE

The purpose of this document is to set forth the general terms and conditions applicable to the Amgen 2009 Director Equity Incentive Program (the "Program") established by the Board of Directors of Amgen Inc. (the "Company") pursuant to the Company's 2009 Equity Incentive Plan, as amended (the "2009 Plan"). The Program is intended to carry out the purposes of the 2009 Plan and provide a means to reinforce objectives for sustained long-term performance and value creation by awarding each Non-Employee Director of the Company with stock awards, subject to the restrictions and other provisions of the Program and the 2009 Plan. The Program shall be effective as of the date the 2009 Plan is approved by the Board of Directors of the Company (the "Effective Date").

ARTICLE II

DEFINITIONS

Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the 2009 Plan.

"Alternate Payee" shall mean the spouse, former spouse or child of an Eligible Director.

"Award" shall mean an Option or a Restricted Stock Unit granted to an Eligible Director pursuant to the Program.

"Board" shall mean the Board of Directors of the Company.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, together with the regulations and official guidance promulgated thereunder.

"Common Stock" shall mean the common stock, par value $0.0001 per share, of the Company.

"Eligible Director" shall mean a member of the Board who is not an employee of the Company or any Affiliate.

"Non-Qualified Stock Option" or "NQSO" shall mean a stock option which does not qualify as an incentive stock option as that term is used in Section 422 of the Code.

"Option" shall mean a Non-Qualified Stock Option granted to an Eligible Director pursuant to the Program.

"QDRO" shall mean a court order (i) that creates or recognizes the right of the spouse, former spouse or child of an individual who is granted an Award to an interest in such Award relating to marital property rights or support obligations and (ii) that the Board determines would be a "qualified domestic relations order," as that term is defined in Section 414(p) of the Code and Section 206(d) of the Employee Retirement Income Security Act ("ERISA"), but for the fact that the Program is not a plan described in Section 3(3) of ERISA.

"Restricted Stock Unit" shall mean a restricted right to receive a share of Common Stock granted pursuant to Article IV.

ARTICLE III

STOCK OPTIONS

3.1 Inaugural Grants. Each person who becomes an Eligible Director after the Effective Date shall, on the date which is two business days after the release of the Company's quarterly or annual earnings next following the date such person first becomes an Eligible Director, automatically be granted, without further action by the Company, the Board, or the Company's stockholders, an Option to purchase twenty thousand (20,000) shares of Common Stock on the terms and conditions set forth herein. Should the date of grant set forth above be a Saturday, Sunday or legal holiday, such grant shall be made on the next business day.

3.2 Annual Grants. On the date which is two business days after the release of the Company's quarterly earnings for the first fiscal quarter of each year after the Effective Date, each person who is at that time an Eligible Director shall automatically be granted, without further action by the Company, the Board, or the Company's stockholders, an Option to purchase five thousand (5,000) shares of Common Stock on the terms and conditions set forth herein. Should the date of grant set forth above be a Saturday, Sunday or legal holiday, such grant shall be made on the next business day.

3.3 Terms of Options.

(a) Each Option granted pursuant to the Program shall constitute a Non-Qualified Stock Option under the 2009 Plan. The provisions of separate Options need not be identical, but each Option shall include (through incorporation of provisions hereof by reference in the Option or otherwise) the substance of each of the following provisions as set forth in this Section 3.3 and Articles 6 and 7 of the 2009 Plan.

(b) No Option shall be exercisable after the expiration of ten (10) years from the date it was granted.

(c) The exercise price of each Option shall be not less than one hundred percent (100%) of the fair market value of the Common Stock subject to the Option on the date the Option is granted.

(d) The purchase price of Common Stock acquired pursuant to an Option shall be paid, to the extent permitted by applicable statutes and regulations, either: (i) in cash at the time the Option is exercised; or (ii) at the discretion of the Board, either at the time of grant or exercise of the Option (A) by delivery to the Company of shares of Common Stock that have been held for such period of time as may be required in order to avoid adverse accounting consequences, or (B) in any other form of legal consideration that may be acceptable to the Board in its discretion; including but not limited to payment of the purchase price pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board which results in the receipt of cash (or a check) by the Company before Common Stock is issued or the receipt of irrevocable instruction to pay the aggregate exercise price to the Company from the sales proceeds before Common Stock is issued.

(e) An Option shall be exercisable during the lifetime of the Eligible Director only by the Eligible Director, and after the death of the Eligible Director, the Option shall be exercisable by the person or persons to whom the Eligible Director's rights under such option pass by will or by the laws of descent and distribution.

(f) Each Option that is granted to an Eligible Director who has as of the date of grant provided three (3) years of prior continuous service on the Board as an Eligible Director shall be fully vested as of the date of grant. Each Option that is granted to an Eligible Director who has not as of the date of grant provided three (3) years of prior continuous service as an Eligible Director shall be fully vested as of the date upon which such Eligible Director has provided one year of continuous service on the Board as an Eligible Director following the date of grant of such Option. If the Eligible Director's relationship as a director of the Company or an Affiliate is terminated by reason of the Eligible Director's death or disability (within the meaning of Title II or XVI of the Social Security Act or comparable statute applicable to an Affiliate and with such permanent and total disability certified by (i) the Social Security Administration, (ii) the comparable governmental authority applicable to an Affiliate, (iii) such other body having the relevant decision-making power applicable to an Affiliate, or (iv) an independent medical advisor appointed by the Company, as applicable, prior to such termination), then the vesting schedule of each Option granted to such Eligible Director shall be accelerated by twelve months for each full year the Eligible Director has been affiliated with the Company and/or an Affiliate.

(g) The Company may require any holder under this Article III, or any person to whom an Option is transferred under Section 3.3(e), as a condition of exercising any such option: (i) to give written assurances satisfactory to the Company as to such person's knowledge and experience in financial and business matters and/or to employ a purchaser representative who has such knowledge and experience in financial and business matters, and that such person is capable of evaluating, alone or together with the purchaser representative, the merits and risks of exercising the Option; and (ii) to give written assurances satisfactory to the Company stating that such person is acquiring the Common Stock subject to the Option for such person's own account and not with any present intention of selling or otherwise distributing the Common Stock. These requirements, and any assurances given pursuant to such requirements, shall be inoperative if: (x) the issuance of the shares upon the exercise of the Option has been registered under a then currently effective registration statement under the

Securities Act; or (y) as to any particular requirement, a determination is made by counsel for the Company that such requirement need not be met in the circumstances under the then applicable securities law.

ARTICLE IV

RESTRICTED STOCK UNITS

4.1 Annual Grants. On the date which is two business days after the release of the Company's quarterly earnings for the first fiscal quarter of each year after the Effective Date, each person who is at that time an Eligible Director shall automatically be granted, without further action by the Company, the Board, or the Company's stockholders, Restricted Stock Units to acquire a number of shares of Common Stock (rounded down to the nearest whole number) equal to the quotient obtained by dividing (x) $100,000, by (y) the closing market price of a share of Common Stock on the date of grant (rounded to two decimal places). Should the date of grant set forth in this Section 4.1 be a Saturday, Sunday or legal holiday, such grant shall be made on the next business day. Restricted Stock Units shall constitute Restricted Stock Units under Section 9.5 of the 2009 Plan.

4.2 Terms of Restricted Stock Units.

(a) Each Restricted Stock Unit granted pursuant to this Program shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. The provisions of separate Restricted Stock Units need not be identical, but each Restricted Stock Unit shall include (through incorporation of provisions hereof by reference in the Restricted Stock Unit agreement or otherwise) the substance of each of the following provisions as set forth this Section 4.2 and Section 9.5 of the 2009 Plan.

(b) Each grant of Restricted Stock Units made to an Eligible Director who has as of the date of grant provided three (3) years of prior continuous service on the Board as an Eligible Director shall be fully vested as of the date of grant and each grant of Restricted Stock Units that is made to an Eligible Director who has not as of the date of grant provided three (3) years of prior continuous service as an Eligible Director shall be fully vested as of the date upon which such Eligible Director has provided one year of continuous service on the Board as an Eligible Director following the date of grant of such Restricted Stock Units (in each case, such date of vesting the "Vesting Date"). If the Eligible Director's relationship as a director of the Company or an Affiliate is terminated by reason of the Eligible Director's death or total and permanent disability (as certified by an independent medical advisor appointed by the Company prior to such termination) and in a manner constituting a "separation from service" within the meaning of Code Section 409A, then a prorated number (rounded down to the nearest whole number) of unvested Restricted Stock Units, if any, shall vest immediately upon such death or disability, determined by multiplying the number of unvested Restricted Stock Units, if any, by a fraction (rounded to two decimal places), the numerator of which is the number of complete months of continuous service during the one year period following the date of grant and the denominator of which is 12.

(c) A holder's vested Restricted Stock Units shall be paid by the Company in shares of Common Stock (on a one-to-one basis) on, or as soon as practicable after, the Vesting Date (the "Payment Date"), but in any event by the fifteenth day of the third month following the end of the tax year in which such Restricted Stock Units vest, unless the Eligible Director has irrevocably elected in writing by December 31 of the year preceding the grant of such Restricted Stock Units to defer the payment of such Restricted Stock Units, and any dividends paid thereon, to another date under one of the following options, which payment form or forms (including payment upon death or disability as provided above) shall be specified at the time of the deferral election (the "Deferred Payment Date"): (i) full payment of the vested Restricted Stock Units in January of a year specified by the Eligible Director which shall be no earlier than the third calendar year following the calendar year in which the date of grant occurs and no later than the tenth calendar year following such year; (ii) full payment of the vested Restricted Stock Units in January of the calendar year following the year in which the Eligible Director with respect to whom the Restricted Stock Units were granted ceases to be an Eligible Director and ceases to otherwise provide services to the Company in a manner that constitutes a "separation from service" (within the meaning of Code Section 409A) for any reason; (iii) payment of the vested Restricted Stock Units in five substantially equal annual installments, commencing in January of the calendar year following the year in which the Eligible Director with respect to whom the Restricted Stock Units were granted ceases to be an Eligible Director and ceases to otherwise provide services to the Company in a manner that constitutes a "separation from service" (within the meaning Code Section 409A) for any reason; or (iv) payment of the vested Restricted Stock Units in ten substantially equal annual installments, commencing in January of the calendar year following the year in which the Eligible Director with respect to whom the Restricted Stock Units were granted ceases to be an Eligible Director and ceases to otherwise provide services to the Company in a manner that constitutes a "separation from service" (within the meaning Code Section 409A) for any reason. Shares of Common Stock issued in respect of a Restricted Stock Unit shall be deemed to be issued in consideration for future services to be rendered or past services actually rendered to the Company or for its benefit, by the Eligible Director, which the Board deems to have a value not less than the par value of a share of Common Stock.

4.3 Dividend Equivalents.

(a) Crediting and Payment of Dividend Equivalents. Subject to this Section 4.3, Dividend Equivalents shall be credited on each Restricted Stock Unit granted to an Eligible Director under the Program in the manner set forth in the remainder of this Section 4.3. If the Company declares one or more dividends or distributions (each, a "Dividend") on its Common Stock with a record date which occurs during the period commencing on the date of grant through and including the day immediately preceding the day the shares of Common Stock subject to the Restricted Stock Units are issued to the Eligible Director, whether in the form of cash, Common Stock or other property, then on the date such Dividend is paid to the Company's stockholders the Eligible Director shall be credited with an amount equal to the amount or fair market value of such Dividend which would have been payable to the Eligible Director if the Eligible Director held a number of shares of Common Stock equal to the number of the Eligible Director's Restricted Stock Units as of the record date for such

Dividend, unless the Restricted Stock Units have been forfeited between the record date and payment date for such Dividend. Any such Dividend Equivalents shall be credited and deemed reinvested in the Common Stock as of the Dividend payment date. Dividend Equivalents shall be payable in full shares of Common Stock, unless the Board determines, at any time prior to payment and in its discretion, that they shall be payable in cash. Dividend Equivalents payable with respect to fractional shares of Common Stock shall be paid in cash.

(b) Treatment of Dividend Equivalents. Except as otherwise expressly provided in this Section 4.3, any Dividend Equivalents credited to an Eligible Director shall be subject to all of the provisions of the Program and the Restricted Stock Unit Agreement which apply to the Restricted Stock Units with respect to which they have been credited and shall be payable, if at all, at the time and to the extent that the underlying Restricted Stock Unit becomes payable. Dividend Equivalents shall not be payable on any Restricted Stock Units that do not vest, or are forfeited, pursuant to the terms of this Agreement.

ARTICLE V

MISCELLANEOUS

5.1 Administration of the Program. The Program shall be administered by the Board.

5.2 Application of 2009 Plan. The Program is subject to all the provisions of the 2009 Plan, including Section 13.2 thereof (relating to adjustments upon changes in the Common Stock), and its provisions are hereby made a part of the Program, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the 2009 Plan. In the event of any conflict between the provisions of this Program and those of the 2009 Plan, the provisions of the 2009 Plan shall control.

5.3 Amendment and Termination. Notwithstanding anything herein to the contrary, the Board may, at any time, terminate, modify or suspend the Program; *provided, however,* that, without the prior consent of the Eligible Directors affected, no such action may adversely affect any rights or obligations with respect to any Awards theretofore earned but unpaid, whether or not the amounts of such Awards have been computed and whether or not such Awards are then payable. Any amendment of this Program may, in the sole discretion of the Board, be accomplished in a manner calculated to cause such amendment not to constitute an "extension," "renewal" or "modification" (each within the meaning of Code Section 409A) of any Restricted Stock Units that would cause such Restricted Stock Units to be considered "nonqualified deferred compensation" (within the meaning of Code Section 409A).

5.4 No Contract for Employment. Nothing contained in the Program or in any document related to the Program or to any Award shall confer upon any Eligible Director any right to continue as a director or in the service or employment of the Company or an Affiliate or constitute any contract or agreement of service or employment for a specific term or interfere in any way with the right of the Company or an Affiliate to reduce such person's compensation, to change the position held by such person or to terminate the service of such person, with or without cause.

5.5 Nontransferability.

(a) No benefit payable under, or interest in, this Program shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge and any such attempted action shall be void and no such benefit or interest shall be, in any manner, liable for, or subject to, debts, contracts, liabilities or torts of any Eligible Director or beneficiary; provided, however, that, nothing in this Section 6.5 shall prevent transfer (i) by will, (ii) by applicable laws of descent and distribution, (iii) to an Alternate Payee to the extent that a QDRO so provides, or (iv) of any Non-Qualified Stock Option, which is granted after December 10, 2007 or any Non-Qualified Stock Option which is outstanding on December 10, 2007 and which has an exercise price which is not less than one hundred percent (100%) of the fair market value of the Common Stock subject to the Non-Qualified Stock Option as of such date, to a trust for which the Eligible Director grantor is a trustee of the trust or a beneficiary of the trust with investment control over the trust assets and which trust qualifies as a "family member" of the Eligible Director, as defined under the instructions to use of the Form S-8 Registration Statement under the Securities Act (a "Trust").

(b) The transfer to an Alternate Payee of an Award pursuant to a QDRO, or to a Trust of a Non-Qualified Stock Option shall not be treated as having caused a new grant. If an Award is so transferred, the Alternate Payee or Trust generally has the same rights as the Eligible Director under the terms of the Program; *provided however*, that (i) the Award shall be subject to the same terms and conditions, including the vesting terms, option termination provisions and exercise period, as if the Award were still held by the Eligible Director, and (ii) such Alternate Payee or Trust may not transfer an Award. In the event of the Company Stock Administrator's receipt of a domestic relations order or other notice of adverse claim by an Alternate Payee of an Eligible Director of an Award, transfer of the proceeds of the exercise of such Award, whether in the form of cash, stock or other property, may be suspended. Such proceeds shall thereafter be transferred pursuant to the terms of a QDRO or other agreement between the Eligible Director and Alternate Payee. An Eligible Director's ability to exercise an Award may be barred if the Company Stock Administrator receives a court order directing the Company Stock Administrator not to permit exercise.

5.6 Nature of Program. No Eligible Director, beneficiary or other person shall have any right, title or interest in any fund or in any specific asset of the Company or any Affiliate by reason of any award hereunder. There shall be no funding of any benefits which may become payable hereunder. Nothing contained in this Program (or in any document related thereto), nor the creation or adoption of this Program, nor any action taken pursuant to the provisions of this Program shall create, or be construed to create, a trust of any kind or a fiduciary relationship between the Company or an Affiliate and any Eligible Director, beneficiary or other person. To the extent that an Eligible Director, beneficiary or other person acquires a right to receive payment with respect to an award hereunder, such right shall be no greater than the right of any unsecured general creditor of the Company or other

employing entity, as applicable. All amounts payable under this Program shall be paid from the general assets of the Company or employing entity, as applicable, and no special or separate fund or deposit shall be established and no segregation of assets shall be made to assure payment of such amounts. Nothing in this Program shall be deemed to give any person any right to participate in this Program except in accordance herewith.

5.7 Governing Law. This Program shall be construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

5.8 Code Section 409A. To the extent that this Program constitutes a "non-qualified deferred compensation plan" within the meaning of with Code Section 409A and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date, this Program shall be interpreted and operated in accordance with Code Section 409A. Notwithstanding any provision of this Program to the contrary, in the event that following the grant of any Restricted Stock Units, the Board determines that any Award does or may violate any of the requirements of Code Section 409A, the Board may adopt such amendments to the Program and any affected Award or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Board determines are necessary or appropriate to (a) exempt the Program and any such Award from the application of Code Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Code Section 409A; provided, however, that this paragraph shall not create an obligation on the part of the Board to adopt any such amendment, policy or procedure or take any such other action.

Exhibit 10.23

Amgen
One Amgen Center Drive
Thousand Oaks, CA 91320-1799
805.447.1000

January 31, 2012

George J. Morrow
5053 Royal Vista Court
Westlake Village, CA 91362

Re: Amendment to February 1, 2011 Consulting Services Agreement

Dear Mr. Morrow:

On behalf of Amgen Inc., I am pleased to confirm the following amendment to your Consulting Services Agreement of February 1, 2011 (the "Agreement").

Specifically, the parties have agreed to and hereby do amend the Agreement, consistent with Subsection 9.3 thereof, as follows:

(1) The parties agree to replace all of Subsection 2.1 of the Agreement with the following:

2.1 Compensation. In consideration of Consultant's performance of the Services outlined in Section 1, above, Amgen will pay Consultant the sum of $50,000.00 in arrears after the end of each "calendar quarter" (as defined below), within 60 calendar days following the receipt of invoices (the "Consulting Fee"). The Consulting Fee shall compensate Consultant for 40 hours of Service in a calendar quarter. In the unexpected event that Consultant performs additional hours of Service in any calendar quarter (up to a maximum of 40 hours in any quarter, in the aggregate, above the 40 budgeted quarterly hours included in the Consulting Fee), Amgen shall pay Consultant an additional Consulting Fee of $1,200.00 per hour of additional work. The maximum hours in any quarter shall be 80 hours. Additional hours (over the 80 hour maximum per quarter) are not permitted unless previously authorized, in writing, by Amgen's Senior Vice President, Human Resources or his/her designee. To the extent Consultant's hours of Service in a calendar quarter total less than the budgeted 40 hours, there will be a "Quarterly Hours Shortfall" equal to 40 minus the number of hours actually worked. If there exists a Quarterly Hours Shortfall: (a) the Consulting Fee paid by Amgen for the next calendar quarter shall entitle Amgen to hours of Service from Consultant equal to the sum of 40 hours plus the Quarterly Hours Shortfall(s) from all prior quarters; (b) Consultant will not need authorization to work the total hours due under clause (a) hereof, even if those hours exceed 80 hours in any quarter; (c) Consultant will not be entitled to additional compensation for working in a quarter a number of hours up to the sum of 40 hours plus the Quarterly Hours Shortfall(s) for all prior quarters; and (d) the total Quarterly Hours Shortfall(s) for past quarters shall be reduced on an hour-for-hour basis to the extent Consultant performs services above 40 hours in a future calendar quarter. For clarity, any Quarterly Hours Shortfall that exists as of January 31, 2012 shall be treated as provided herein. Each Consulting Fee payment shall be treated as a separate payment for purposes of Treasury Regulations Sections 1.409A-1(b)(4)(F) and 1.409A-2(b)(2), and is intended to be exempt from Section 409A as a short-term deferral. For purposes of this Agreement, the "calendar quarters" shall be: February-April, May-July, August-October and November-January 31, 2013.

(2) The parties agree to amend Subsection 2.3 of the Agreement to provide that pursuant to Subsection 2.1 (as amended herein), Consultant will not submit invoices that total more than 80 hours per quarter unless previously authorized, in writing, or the invoice includes a Quarterly Hours Shortfall for which Consultant is not entitled to additional payment. The remaining provisions, promises and obligations contained in Subsection 2.3 of the Agreement shall remain unchanged and shall continue to bind both parties.

(3) The parties agree to extend the term of the Agreement set forth in Subsection 7.1. With this amendment, the Agreement shall terminate at the close of business on January 31, 2013.

The remaining provisions, promises and obligations contained in the Agreement continue to bind both parties. The parties agree that this amendment shall be integrated into the Agreement and be considered a part of the parties' entire agreement as defined in Subsection 9.2 thereof.

This amendment is effective as of February 1, 2012 and may be executed in counterparts.

Sincerely,

/s/ Brian McNamee

Brian McNamee
Senior Vice President, Human Resources

Acknowledged and agreed: /s/ George Morrow Dated: February 9, 2012
George J. Morrow

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.

COLLABORATION AGREEMENT

BY AND BETWEEN

AMGEN INC.

AND

ASTRAZENECA COLLABORATION VENTURES, LLC

TABLE OF CONTENTS

SCHEDULES

COLLABORATION AGREEMENT

This Collaboration Agreement (this *"Agreement"*) is entered into as of the 30th day of March, 2012 (the *"Effective Date"*) by and between Amgen Inc., a Delaware corporation with a place of business at One Amgen Center Drive, Thousand Oaks, California 91320 (*"Amgen"*), and AstraZeneca Collaboration Ventures, LLC, a Delaware limited liability company with a place of business at 1800 Concord Pike, Wilmington, Delaware 19850 (*"Partner"*). Amgen and Partner are sometimes referred to herein individually as a *"Party"* and collectively as the *"Parties"*. AstraZeneca Pharmaceuticals LP, the parent corporation of Partner (*"AstraZeneca"*), [*] is a party to this Agreement [*].

RECITALS

WHEREAS, Amgen is a global biopharmaceutical company that researches, develops, manufactures and commercializes novel therapeutics to treat grievous illness;

WHEREAS, Amgen has developed certain proprietary Products (as defined below) for the treatment of certain diseases and conditions; and

WHEREAS, Amgen and Partner desire to collaborate, and share certain expenses and revenues, with respect to the development, manufacture and commercialization of the Products as set forth in more detail herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein, and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS

1.1. *"Access and Pricing Plan"* means the country specific plan for a Product approved by the JSC that sets forth the proposed price, target population and reimbursement target.

1.2. *"Affiliate"* means, with respect to a Party, any Person which controls, is controlled by or is under common control with such Party. For purposes of this definition only, "control" means the actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such Person, whether by the ownership of more than fifty percent (50%) of the securities entitled to be voted generally or in the election of directors of such Person, or by contract or otherwise. For clarity, Kirin-Amgen, Inc. shall not be considered an Affiliate of Amgen. Notwithstanding the foregoing, for the purposes of Article 9 (Distracting Products) and Section 1.51 (*"Distracting Transaction"*) only, [*].

1.3. *"Agreement"* has the meaning set forth in the Preamble.

1.4. *"Alliance Manager"* has the meaning set forth in Section 2.9 (Alliance Managers).

1.5. *"AMG157 Data Package"* has the meaning set forth in Section 14.2 (Termination for Convenience).

1.6. *"AMG157 Termination Event"* has the meaning set forth in Section 14.2 (Termination for Convenience).

1.7. *"AMG827 Territory"* means Australia, Canada, Mexico, New Zealand, the United States (its territories and possessions), all European countries, including those listed in Column 1 of the AMG827 Territory Schedule attached hereto, all Central and South

American countries, including those listed in Column 2 of AMG827 Territory Schedule attached hereto, and those certain African and Middle East countries listed in Column 3 of AMG827 Territory Schedule attached hereto.

1.8. "*Amgen*" has the meaning set forth in the Preamble.

1.9. "*Amgen Costs*" has the meaning set forth in Section 7.2.2 (Amgen Costs).

1.10. "*Amgen Distribution Countries*" means those countries listed on the Amgen Distribution Countries Schedule.

1.11. "*Amgen Housemarks*" means (i) the corporate logo of Amgen, (ii) the trademark "Amgen", (iii) any other trademark, trade name or service mark (whether registered or unregistered) containing the word "Amgen", and (iv) any other trademark or service mark associated with goods or services of Amgen or its Affiliates, but excluding the Product Trademarks and trademarks, trade names or service marks associated with goods or services outside the scope of this Agreement; and all intellectual property rights residing in any of the foregoing.

1.12. "*Amgen Indemnitees*" has the meaning set forth in Section 13.1 (Indemnity by Partner).

1.13. "*Amgen Intellectual Property*" means any Know-How, Patent, electronic media registrations (including domain names, usernames, websites, blogs and the like), or Copyright controlled by Amgen or its Affiliates that (i) as of the Effective Date is being used in connection with the research and development of any of the Products, or (ii) is used (but is not generated or conceived) during the Term by either Party or its Affiliates in the performance of this Agreement. Amgen Intellectual Property specifically excludes Program Intellectual Property.

1.14. "*Amgen Sales Force Costs*" means the allocable share of Amgen's or its Affiliates' sales force costs for sales representatives that Detail Products in the Collaboration Scope in accordance with this Agreement, calculated in accordance with Section 7.2.11 (Calculation of Sales Force Costs).

1.15. "*Anti-Corruption Laws*" means the US Foreign Corrupt Practices Act, as amended, the UK Bribery Act 2010, as amended, and any other applicable anti-corruption laws and laws for the prevention of fraud, racketeering, money laundering or terrorism.

1.16. "*Applicable Laws*" means, individually and collectively, any federal, state, local, national and supra-national laws, treaties, statutes, ordinances, rules and regulations, including any rules, regulations, guidance, guidelines or requirements having the binding effect of law of national securities exchanges, automated quotation systems or securities listing organizations, Governmental Authorities, courts, tribunals, agencies other than Governmental Authorities, legislative bodies and commissions that are in effect from time to time during the Term and applicable to a particular activity hereunder.

1.17. "*Assisting Party*" has the meaning set forth in Section 13.4 (Defense of Third Party Claims).

1.18. "*AstraZeneca*" has the meaning set forth in the Preamble.

1.19. "*Audited Party*" has the meaning set forth in Section 8.4 (Audits).

1.20. "*Auditing Party*" has the meaning set forth in Section 8.4 (Audits).

1.21. "*Brand Plan*" means the global, cross-functional commercialization plan for a Product approved by the JSC, including any applicable Global Payer Plan and country specific Access and Pricing Plan.

1.22. "*Bundle*" means any Product sold together with another pharmaceutical compound for a single price, including combination products or more than one product sold together.

1.23. "*cGMP*" has the meaning set forth in the applicable Quality Agreement.

1.24. "*Collaboration Review Committee*" or "*CRC*" means the review committee established pursuant to Article 2 (Scope and Governance).

1.25. "*Collaboration Profit (Loss)*" has the meaning set forth in Section 7.2.8 (Calculation of Profit (or Loss)).

1.26. "*Collaboration Scope*" means, with respect to a particular Product, any and all uses of such Product in the applicable Collaboration Territory.

1.27. "*Collaboration Territory*" means the world, except for the Excluded Territory for AMG557 and AMG827.

1.28. "*Commercialization Budget*" has the meaning set forth in Section 2.4.1.3. An initial Commercialization Budget for each Product will be approved by the JSC not later than three (3) months after initiation of the first Phase 3 Trial for such Product.

1.29. "*Commercial Lead*" has the meaning set forth in Section 5.2 (Commercial Lead).

1.30. "*Commercially Reasonable Efforts*" means, with respect to activities of a Party related to a Product under this Agreement, the efforts and resources typically used by that Party in the conduct of such activities with respect to products of comparable market potential, taking into account all relevant factors including, as applicable, stage of development, efficacy and safety relative to competitive products in the marketplace, actual or anticipated Governmental Authority approved labeling, the nature and extent of market exclusivity (including patent coverage and regulatory exclusivity), and cost and likelihood of obtaining Regulatory Approval. For purposes of clarity, Commercially Reasonable Efforts will be determined on a country-by-country basis within the Collaboration Territory, and it is anticipated that the level of effort may be different for different countries and may change over time, reflecting changes in the status of a Product and the country(ies) involved.

1.31. "*Competing Product*" has the meaning set forth in Section 5.9 (Competing Products).

1.32. "*Confidential Information*" has the meaning set forth in Section 11.1 (Confidentiality; Exceptions).

1.33. "*Continued Development Meeting*" means on a Product-by-Product basis, a meeting of the JSC to be held promptly following the completion of the Stage 1 Clinical Trial(s) for such Product, in which the JSC will discuss plans for the next phase of development of each such Product.

1.34. "*Contract Interest Rate*" means [*], plus the thirty (30) day U.S. Dollar LIBOR rate effective for the date that payment was due, as published by The Wall Street Journal, Eastern U.S. Edition, on the date such payment was due (or, if unavailable on such

date, the first date thereafter on which such rate is available), or, if lower, the maximum rate permitted by Applicable Law.

1.35. "*Copyright*" means all right, title, and interest in and to all copyrightable works and any copyright registration or corresponding legal right.

1.36. "*Costs*" means both internal and external costs and expenses (including the cost of allocated FTEs at the FTE Rate).

1.37. "*Country Plans*" has the meaning set forth in Section 5.1 (Allocation of Commercial Responsibility).

1.38. "*Critical Matters*" means (A) all decisions made by the CRC, JSC and JPTs that, in the reasonable opinion of either Party, are likely to have any of the following impacts: (i) [*] under a Development Plan or Brand Plan; (ii) a change to a Development Plan or Brand Plan that results in the lesser of (a) an increase of [*] or more (*provided*, that such amount is at least [*]) and (b) [*] or more, in each case, to the then-current budgeted amount of Development Costs and/or General Costs for any specific calendar year under the applicable Development Budget, Operations Budget or Commercialization Budget or the amounts estimated under Sections 7.2.1 (Partner Costs) and 7.2.2 (Amgen Costs); (iii) a change to a Development Plan or Brand Plan that results in a decrease of [*] (*provided*, that such amount is at least [*]) or more to the then-current budgeted amount of Development Costs and/or General Costs for any specific calendar year under the applicable Development Budget, Operations Budget or Commercialization Budget or the amounts estimated under Sections 7.2.1 (Partner Costs) and 7.2.2 (Amgen Costs); or (iv) a change to a Development Plan (including any plans with respect to a contemplated Regulatory Approval set forth therein) or Brand Plan that would, based upon [*], result in [*] of a Product for any specific calendar year under the applicable Development Plan or Brand Plan; (B) agreement of the initial Commercialization Budget for each Product; (C) agreement of the initial Brand Plan (or material updates thereto reflecting the launch of a new indication), Global Payer Plan and any Access and Pricing Plan for each Product; and (D) deadlocks with respect to the approval of an annual Development Budget, Operations Budget or Commercialization Budget as provided for under Section 7.7 (Budget Deadlocks).

1.39. "*Defending Party*" has the meaning set forth in Section 13.4 (Defense of Third Party Claims).

1.40. "*Designated Amgen Activities*" means those development, regulatory, manufacturing, access and commercial activities for which Amgen is responsible pursuant to this Agreement, including such activities allocated to it by any of the committees and teams established under this Agreement.

1.41. "*Designated Partner Activities*" means those development, regulatory, manufacturing, access and commercial activities for which Partner is responsible pursuant to this Agreement, including such activities allocated to it by any of the committees and teams established under this Agreement.

1.42. "*Designated Regulatory Party*" has the meaning set forth in Section 3.2.1 (Designated Regulatory Party).

1.43. "*Detail*" means an interactive face-to-face visit by a sales representative with a medical professional having prescribing authority or who is able to influence prescribing decisions, within the target audience during which approved uses, safety, effectiveness,

contraindications, side effects, warnings or other relevant characteristics of a pharmaceutical product are discussed in an effort to increase prescribing preferences of a pharmaceutical product for its approved uses. Detail includes First Position Details, Second Position Details and Other Details. Details will not include (i) activities conducted by medical support staff (such as medical science liaisons) or (ii) E-details, activities conducted at conventions or similar gatherings and activities performed by market development specialists, managed care account directors and other personnel not performing face-to-face sales calls or not specifically trained with respect to a pharmaceutical product. "*Detailing*" means the act of performing Details and to "*Detail*" means to perform Details.

1.44. "*Development Budget*" has the meaning set forth in Section 2.4.1.1. The initial Development Budgets will be agreed in writing by the Parties as soon as reasonably practicable on or after the Effective Date.

1.45. "*Development Costs*" means with respect to all Products:

1.45.1. all Costs associated with obtaining, maintaining and renewing Regulatory Filings and Regulatory Approvals pertaining to a Product in accordance with the applicable Development Plan;

1.45.2. all Costs incurred by the Parties or their respective Affiliates in performing activities designated to the Parties under the applicable Development Plan, as applicable (including the Costs of clinical trials and related support to obtain marketing approval for a Product and other lifecycle management activities as well as Phase 4 Trials, development of related devices, observational research and any economic value evidence generation in support of reimbursement activities such as health technology assessment submissions);

1.45.3. all manufacturing Costs not otherwise included in Manufacturing Standard Cost or Manufacturing Actual Costs, including stability testing and other CMC support costs for such Products, Costs relating to the development of manufacturing processes, scale-ups, validations and technology transfers for Products;

1.45.4. for any clinical supply of Products, (i) the Manufacturing Standard Cost, if it is manufactured in the Manufacturing Lead's (or its designee's) clinical manufacturing facility, or (ii) all Manufacturing Actual Costs, if it is manufactured in the Manufacturing Lead's (or its designee's) non-clinical (i.e., commercial) manufacturing facility;

1.45.5. all Costs for other materials (such as non-Party comparator drugs and placebo) obtained for use in clinical trials of or related to a Product; and

1.45.6. all Costs associated with engineering, conformance, or other manufacturing activities required to achieve commercial scale production of a Product, CMC filing requirements, and the like not otherwise included in Manufacturing Actual Costs for such Product.

All to the extent incurred after the Effective Date. For clarity, Development Costs are exclusive of and do not include General Costs. Except to the extent already included in overhead, Development Costs shall not include either

Party's Costs to the extent they solely relate to legal, accounting, finance or alliance management activities associated with overseeing execution of and compliance with this Agreement.

1.46. "*Development Lead*" has the meaning set forth in Section 3.1.2 (Development Lead).

1.47. "*Development Plan*" means the plan approved by the JSC for each Product (which plan will be updated annually and will cover a period of at least [*] years) covering: (i) the research and development (including Phase 4 Trials) of the Products in the Collaboration Scope, including observational research and payer evidence generation including economic value; (ii) the preparation and submission of Regulatory Filings; and (iii) the obtaining, maintenance or expansion of Regulatory Approvals of the Products in the Collaboration Scope. The initial Development Plans covering calendar years [*] will be agreed in writing by the Parties as soon as reasonably practicable on or after the Effective Date.

1.48. "*Distracting Product*" means, with respect to a given Product, any product, [*], directed at [*] the Product Target or any Distracting Target [*]. For clarity, a [*] antibody that binds to [*] shall be a Distracting Product unless the Parties agree otherwise.

1.49. "*Distracting Program*" means the clinical development, manufacture or commercialization (including Detailing, selling, promoting or distributing) of any Distracting Product.

1.50. "*Distracting Target*" has the meaning set forth on the Distracting Product Schedule.

1.51. "*Distracting Transaction*" means any transaction entered into by a Party or its Affiliates on or after the Effective Date whereby a Third Party that is engaged in a Distracting Program becomes an Affiliate of a Party or any of its Affiliates.

1.52. "*Distracting Transaction Party*" has the meaning set forth in Section 9.3.3 (Inclusion).

1.53. "*Distribution Party*" has the meaning set forth in Section 4.4 (All Sales by Distribution Party).

1.54. "*Divest*" means, with respect to any Distracting Program, the sale, exclusive license or other transfer of all right, title and interest in and to such Distracting Program, including technology, intellectual property and other assets materially relating thereto, to a Third Party, without the retention or reservation of any rights or interest (other than an economic interest, reversion rights or other similar rights typical of a licensor in an exclusive license agreement) in such Distracting Program by such Party or its Affiliates.

1.55. "*Early Stage Programs*" has the meaning set forth in Section 4.1 (Allocation of Manufacturing Responsibility).

1.56. "*Effective Date*" has the meaning set forth in the Preamble.

1.57. "*Europe*" means those countries, nations, states or other territories under the jurisdiction of the European Medicines Agency (or any successor agency thereto), as such jurisdiction may change from time to time, and Iceland, Liechtenstein, Norway and Switzerland.

1.58. "*Excluded Territory*" means (i) with respect to AMG557, Japan, and (ii) with respect to AMG827, all countries not included within the AMG827 Territory.

1.59. *"Excluded Territory Agreement"* means (i) in relation to AMG827, the AMG827 Technology Transfer Agreement by and among Kyowa Hakko Kirin Co., Ltd., Amgen and Kirin-Amgen, Inc., the Research, Development and Technology Disclosure Agreement: AMG827 by and among Kyowa Hakko Kirin Co., Ltd., Amgen and Kirin-Amgen, Inc., and the AMG827 License Agreement between Kirin-Amgen, Inc., all dated October 29, 2010 and (ii) in relation to AMG557, means the License Agreement by and between Amgen and Takeda Pharmaceutical Company Limited dated February 1, 2008, in each case as the same have been amended and may be amended from time to time hereafter in accordance with terms of this Agreement.

1.60. *"First Position Detail"* means a Detail in which the applicable pharmaceutical product is Detailed before any other product and/or the predominant portion of time is devoted to the Detailing of such pharmaceutical product.

1.61. *"Force Majeure"* has the meaning set forth in Section 15.7 (Force Majeure).

1.62. *"FTE"* means, with respect to a person (other than an employee that Details a Product), the equivalent of the work of one (1) employee full time for one (1) year (consisting of at least a total of [*] weeks or [*] hours per year (excluding vacations and holidays)). Overtime, and work on weekends, holidays and the like [*] be counted [*] toward the number of hours that are used to calculate the FTE contribution. For an employee that Details a Product, FTEs will be calculated as set forth in Section 7.2.11 (Calculation of Sales Force Costs).

1.63. *"FTE Rate"* means, for the period commencing on the Effective Date until such time as the Parties agree otherwise, (i) [*] for activities conducted in the U.S., and (ii) for all other geographic locations [*] multiplied by a cost of living adjustment between the U.S. and such other geographic location as set forth in the then most current edition of [*] (or in the event such geographic location is not listed, the nearest listed geographic location that is most comparable to such non-listed geographic location). The FTE Rate will be increased by [*]. The FTE Rate shall include costs of salaries, benefits, supplies, other employee costs, facility costs, depreciation and supporting general and administration allocations.

1.64. *"GAAP"* means the then-current generally accepted accounting principles in the United States as established by the Financial Accounting Standards Board or any successor entity or other entity generally recognized as having the right to establish such principles in the United States, in each case consistently applied.

1.65. "*General Costs*" means with respect to all Products:

1.65.1. all Costs, other than Amgen Sales Force Costs and Partner Sales Force Costs, associated with activities related to the commercialization of Products, including: sales, pricing, access, coverage (including risk sharing arrangements), reimbursement, presentation, purchase of ancillary items or devices, contracting, launch timing, distribution, marketing messaging, product positioning, development of training materials, sales tracking and auditing, market research and product usage surveys, provision of medical affairs support staff, and scientific and medical advisory boards (including any global medical conferences);

1.65.2. all Amgen Sales Force Costs and Partner Sales Force Costs incurred in accordance with the Brand Plan and calculated in accordance with Section 7.2.11 (Calculation of Sales Force Costs);

1.65.3. all training Costs incurred in accordance with Section 5.5 (Training);

1.65.4. all defense, enforcement and cooperation Costs incurred within or materially related to the Collaboration Scope in accordance with Section 10.7 (Defense and Settlement of Third Party Claims), Section 13.4 (Defense of Third Party Claims) and Section 10.8 (Enforcement) ([*]);

1.65.5. all Costs with respect to product liability claims for Products in the Collaboration Scope [*];

1.65.6. all Costs associated with any recalls, returns and withdrawals of a Product in the Collaboration Scope ([*]);

1.65.7. all Costs incurred in connection with Prosecution and Maintenance of Amgen Intellectual Property and Program Intellectual Property in accordance with Section 10.6 (Prosecution and Maintenance) within or materially related to the Collaboration Scope;

1.65.8. all Manufacturing Actual Costs for any samples of Products provided in the Collaboration Scope;

1.65.9. for any commercial supply of Products, all Manufacturing Actual Costs for Products sold;

1.65.10. all manufacturing Costs not otherwise included in Manufacturing Actual Costs, including stability testing and other CMC support costs for such Products, but only to the extent such costs are not included in Development Costs under Section 1.45.3; and

1.65.11. any amounts paid by either Party to Third Parties for rights to manufacture, use or sell a Product in or for the Collaboration Scope to the extent not already included in Manufacturing Actual Costs; *provided*, that [*].

All to the extent incurred after the Effective Date. For clarity, General Costs are exclusive of and do not include Development Costs. Except to the extent already included in overhead, General Costs shall not include either Party's Costs to the extent they solely relate to legal, accounting, finance or alliance

management activities associated with overseeing execution of and compliance with this Agreement.

1.66. "*Global Payer Plan*" means the global plan for a Product approved by the JSC that sets forth the strategic direction, positioning, value proposition and reimbursement for such Product.

1.67. "*Governmental Authority*" means any government or supranational administrative agency, commission or other governmental or supranational authority, body or instrumentality, or any federal, state, local, domestic or foreign governmental or supranational regulatory body.

1.68. "*Government Official*" means (i) any Person employed by or acting on behalf of a Governmental Authority; (ii) any political party, party official or candidate; (iii) any Person who holds or performs the duties of an appointment, office or position created by custom or convention; and (iv) any Person who holds himself out to be the authorized intermediary of any of the foregoing.

1.69. "*Housemarks*" means the Amgen Housemarks or the Partner Housemarks, as the case may be.

1.70. "*IFRS*" means the then-current International Financial Reporting Standards, consistently applied.

1.71. "*Indemnified Party*" has the meaning set forth in Section 13.3 (Claim for Indemnification).

1.72. "*Indemnifying Party*" has the meaning set forth in Section 13.3 (Claim for Indemnification).

1.73. "*Indirect Taxes*" means VAT, sales taxes, consumption taxes and other similar taxes.

1.74. "*Infringement Claim*" has the meaning set forth in Section 10.7 (Defense and Settlement of Third Party Claims of Infringement).

1.75. "*Invention*" means any idea, concept, discovery, invention, improvement or trade secret.

1.76. "*Inventorship Margin*" has the meaning set forth in Section 7.2.8.2 (Profit).

1.77. "*Joint Claim*" has the meaning set forth in Section 13.4 (Defense of Third Party Claims).

1.78. "*Joint Product Team*" or "*JPT*" means the individual Product teams established pursuant to Article 2 (Scope and Governance).

1.79. "*Joint Steering Committee*" or "*JSC*" means the steering committee established pursuant to Article 2 (Scope and Governance).

1.80. *"Key Regulatory Filings"* means any (i) Investigational New Drug Application (or similar filing outside the United States); (ii) Biologic Licensing Application (or similar filing outside the United States); (iii) briefing books; and (iv) any other Regulatory Filing designated a Key Regulatory Filing by written agreement of the Parties.

1.81. *"Know-How"* means all tangible and intangible techniques, information, technology, practices, trade secrets, Inventions (whether patentable or not), methods, processes, knowledge, know-how, conclusions, skill, experience, test data and results (including pharmacological, toxicological, manufacturing, and clinical test data and results), regulatory documentation, analytical and quality control data, results or descriptions, software and algorithms, including works of authorship and Copyrights, and materials, including biological materials, compositions and the like. Know-How does not include Patents, Product Trademarks, Amgen Housemarks, Partner Housemarks, or Program Patents and Trademarks.

1.82. *"Losses"* has the meaning set forth in Section 13.1 (Indemnity by Partner).

1.83. *"Manufacturing Actual Costs"* means (i) [*]. Manufacturing Actual Costs will be calculated consistently with other products manufactured by the Manufacturing Lead and in accordance with GAAP or IFRS, as applicable. For clarity, in the event that the Manufacturing Lead uses a contract manufacturer to perform any manufacturing activities under this Agreement, Manufacturing Actual Costs for such activities will be the price the Manufacturing Lead pays such contract manufacturer for such activities, plus the Costs to manage and to process materials obtained from such contract manufacturer.

1.84. *"Manufacturing Lead"* has the meaning set forth in Section 4.2 (Manufacturing Lead).

1.85. *"Manufacturing Standard Costs"* means, with respect to a Product, [*]. For clarity, (i) where Amgen is the Manufacturing Lead, Amgen's internal clinical standard cost methodology for clinical product [*], and (ii) in the event that the Manufacturing Lead uses a contract manufacturer to perform any manufacturing activities under this Agreement, Manufacturing Standard Cost for such activities will be the price the Manufacturing Lead pays such contract manufacturer for such activities, plus the Costs to manage and to process materials obtained from such contract manufacturer.

1.86. *"Material Anti-Corruption Law Violation"* means a violation of an Anti-Corruption Law relating to the subject matter of this Agreement which would if it were publicly known, in the reasonable view of a Party, have a material adverse effect on it or on its reputation because of its relationship with the other Party.

1.87. *"Medarex Agreement"* means that certain Research and Commercialization Agreement by and among Medarex, Inc., GenPharm International, Inc. and Amgen dated as of December 23, 2002.

1.88. *"[*]"* means Partner's proprietary antibody [*] that is currently in clinical development.

1.89. *"Net Revenues"* means: (i) the aggregate of the gross invoiced sales prices for Products that are sold or transferred for value by either Party or their respective Affiliates to Third Parties in the Collaboration Territory, minus the following amounts incurred or paid (each as recognized by GAAP or IFRS, as applicable, and each to the

extent not already deducted when calculating Manufacturing Actual Costs) by such selling Party or its Affiliates with respect to such sales or transfers for value (regardless of the period in which such amounts are incurred or paid):

1.89.1. trade, cash, prompt payment or quantity discounts;

1.89.2. payments to Governmental Authorities, returns, refunds, allowances, rebates and chargebacks;

1.89.3. retroactive price reductions applicable to sales of such Product;

1.89.4. fees paid to distributors, wholesalers, selling agents (excluding any sales representatives of a Party or any of its Affiliates), group purchasing organizations and managed care entities;

1.89.5. the standard inventory cost (actual acquisition or manufacture cost) of devices used for dispensing or administering such Product that are shipped with such Product and included in the gross invoiced sales prices;

1.89.6. credits or allowances for product replacement, whether cash or trade;

1.89.7. any tax, tariff, duty or governmental charge levied on the sales, transfer, transportation or delivery of such Product (including any tax such as a value added or similar tax or government charge), other than franchise or income tax of any kind whatsoever;

1.89.8. [*];

1.89.9. [*]; and

1.89.10. any import or export duties or their equivalent borne by the relevant seller;

plus (ii) any Recoveries made pursuant to Section 10.8 (Enforcement).

1.90. "*Non-Suspending Party*" has the meaning set forth in Section 7.8 (Program Recommitment).

1.91. "*North America*" means the United States and Canada.

1.92. "*[*]*" has the meaning set forth in Section 7.2.8.1.2 (Quarterly Cap).

1.93. "*Operations Budget*" has the meaning set forth in Section 2.4.1.2. The initial Operations Budgets will be agreed in writing by the Parties as soon as reasonably practicable on or after the Effective Date.

1.94. "*Other Detail*" means any Detail other than a First Position Detail or a Second Position Detail.

1.95. "*Out-License Election*" has the meaning set forth in Section 7.8.2.4 (Out-License).

1.96. "*Partner*" has the meaning set forth in the Preamble.

1.97. "*Partner Costs*" has the meaning set forth in Section 7.2.1 (Partner Costs).

1.98. "*Partner Housemarks*" means (i) the corporate logo of Partner, (ii) the trademark "AstraZeneca" and "MedImmune", (iii) any other trademark, trade name or service mark (whether registered or unregistered) containing the word "AstraZeneca" or

"MedImmune", and (iv) any other trademark or service mark associated with goods or services of Partner or its Affiliates, but excluding the Product Trademarks and trademarks, trade names or service marks associated with goods or services outside the scope of this Agreement; and all intellectual property rights residing in any of the foregoing.

1.99. "*Partner Indemnitees*" has the meaning set forth in Section 13.2 (Indemnity by Amgen).

1.100. "*Partner Intellectual Property*" means any Know-How, Patents, electronic media registrations (including domain names, usernames, websites, blogs and the like), or Copyright controlled by Partner or its Affiliates that is used (but is not generated or conceived) during the Term by either Party or its Affiliates in the performance of this Agreement. Partner Intellectual Property specifically excludes Program Intellectual Property.

1.101. "*Partner Sales Force Costs*" means the allocable share of Partner's (or its Affiliates') costs for sales representatives that Detail Products in the Collaboration Scope in accordance with this Agreement, calculated in accordance with Section 7.2.11 (Calculation of Sales Force Costs).

1.102. "*Party*" *or* "*Parties*" has the meaning set forth in the Preamble.

1.103. "*Party Representatives*" has the meaning set forth in Section 12.3.3.

1.104. "*Patent Coordinator*" means those employees of each of the Parties appointed pursuant to Section 2.10 (Patent Coordinators) to serve as each such Party's primary liaison with the other Party on matters relating to intellectual property as described in this Agreement.

1.105. "*Patent Extensions*" has the meaning set forth in Section 10.9 (Patent Term Extensions).

1.106. "*Patents*" means the issued patents and pending patent applications (including certificates of invention, applications for certificates of invention and priority rights) in any country or region, including all provisional applications, refilings, substitutions, continuations, continuations-in-part, divisions, renewals, all letters patent granted thereon, and all reissues, re-examinations and patent term extensions thereof, and all international or foreign counterparts of any of the foregoing (including supplemental protection certificates, patents of addition and the like).

1.107. *"Person"* means an individual, corporation, partnership, limited liability company, limited partnership, trust, business trust, association, joint stock company, joint venture, pool, syndicate, "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, sole proprietorship, unincorporated organization, Governmental Authority or any other form of entity not specifically listed herein.

1.108. *"Phase 1 Trial"* means a clinical trial of a pharmaceutical product that meets the definition of a Phase 1 study for the United States as described in 21 C.F.R. §312.21(a), or its successor regulation, or the equivalent regulation in any other country, including the Phase 1 part of any clinical trial that is a combination Phase 1 Trial and Phase 2 Trial. A *"Phase 1(b) Trial"* means a Phase 1 Trial that is designed to demonstrate evidence of clinical impact.

1.109. *"Phase 2 Trial"* means a clinical trial of a pharmaceutical product that meets the definition of a Phase 2 study for the United States as described in 21 C.F.R. §312.21(b), or its successor regulation, or the equivalent regulation in any other country.

1.110. *"Phase 3 Trial"* means a clinical trial of a pharmaceutical product that meets the definition of a Phase 3 study for the United States as described in 21 C.F.R. §312.21(c), or its successor regulation, or the equivalent regulation in any other country.

1.111. *"Phase 4 Trial"* means any clinical study initiated in the Collaboration Territory for a Product following the first Regulatory Approval for the sale of such Product in the Collaboration Scope for the indication being studied. Phase 4 Trials may include epidemiological studies, modeling and pharmacoeconomic studies, and post-marketing surveillance studies, as well as any clinical study or research study sponsored and conducted by an individual not employed by or on behalf of either Party.

1.112. *"Product"* means any pharmaceutical product containing one of the pharmaceutical compounds listed on the Products Schedule [*].

1.113. *"Product Intellectual Property"* means Amgen Intellectual Property, Partner Intellectual Property, and Program Intellectual Property.

1.114. *"Product Target"* has the meaning set forth on the Distracting Product Schedule.

1.115. *"Product Trademarks"* means any trademark, trade name or service mark (whether registered or unregistered) selected by the JPT for use on, with, or to refer to a Product (other than Amgen Housemarks and Partner Housemarks, as applicable) or used with patient support or other information or services or Promotional Materials associated with a Product in the Collaboration Territory during the Term, and all intellectual property rights residing in the foregoing.

1.116. *"Program Intellectual Property"* means any Know-How, Patents, Product Trademark, trademark application, electronic media registrations (including domain names, usernames, websites, blogs and the like), or Copyright generated or conceived by Amgen, Partner or their respective Affiliates, whether solely or jointly (or together with a Third Party), during the Term as a result of carrying out the Designated Amgen Activities or the Designated Partner Activities, as applicable.

1.117. "*Program Notice*" has the meaning set forth in Section 9.4 (Pre-Clinical Research and Development Programs).

1.118. "*Program Patents and Trademarks*" has the meaning set forth in Section 10.6.3 (Program Intellectual Property).

1.119. "*Promotional Materials*" has the meaning set forth in Section 5.7 (Promotional Materials).

1.120. "*Prosecution and Maintenance*" means the preparation, filing, and prosecution of patent applications and maintenance of patents, as well as re-examinations and reissues with respect to such patents, together with the conduct of interferences, post–grant proceedings (including without limitation post-grant review, inter-partes review, and derivation proceedings in the U.S.) and the defense of oppositions with respect to such patent application or patent; and "*Prosecute and Maintain*" has the correlative meaning.

1.121. "*Quarterly Cap*" has the meaning set forth in Section 7.2.8.1.2 (Quarterly Cap).

1.122. "*Quality Agreement*" means that certain Quality Agreement dated as of the date hereof between the Parties (and substantially in the form attached hereto as the Quality Agreement Schedule) regarding the clinical use of Products manufactured by Amgen, and any subsequent quality agreements between the Parties related to Products supplied pursuant to this Agreement.

1.123. "*Recoveries*" means all monies received by either Party from a Third Party in connection with the final, non-appealable judgment (or judgment with respect to which the time period for appeal has expired), award or settlement of any enforcement with respect to any Product Intellectual Property, to the extent such judgment, award or settlement pertains to activities within the Collaboration Scope.

1.124. "*Re-Entry Notice*" has the meaning set forth in Section 7.8.2.1 (Re-Entry Period).

1.125. "*Re-Entry Period*" has the meaning set forth in Section 7.8.2.1 (Re-Entry Period).

1.126. "*Regulatory Approval*" means an approval for a Product from a Governmental Authority necessary for the research, development, manufacture, distribution, pricing, reimbursement, marketing or sale of such Product.

1.127. "*Regulatory Filing*" means any filing with any Governmental Authority with respect to the research, development, manufacture, distribution, pricing, reimbursement, marketing or sale of a Product.

1.128. "*Reimbursed Development Costs*" means any Development Costs incurred by either Party for which Amgen is entitled to reimbursement from a Third Party pursuant to the Excluded Territory Agreements; *provided*, that [*] shall not be a Reimbursed Development Cost.

1.129. "*Researching Party*" has the meaning set forth in Section 9.4 (Pre-Clinical Research and Development Programs).

1.130. *"Safety Agreement"* means that certain Safety Agreement to be entered into between the Parties within ninety (90) days of the Effective Date regarding adverse event reporting with respect to Products manufactured by Amgen, and any subsequent safety agreements between the Parties related to Products supplied pursuant to this Agreement.

1.131. *"Second Position Detail"* means a Detail in which the applicable pharmaceutical product is Detailed in the second position (i.e., no more than one (1) other product is presented to or discussed with the healthcare professional before such Product) and/or the second most predominant portion of time is devoted to the Detailing of such pharmaceutical product.

1.132. *"Segregate"* means, with respect to two (2) programs: (i) to restrict and prevent all program-related contacts and communications between personnel (whether employees, consultants, Third Party contractors or otherwise and whether or not located within the Collaboration Territory (for the purposes of this definition, *"Personnel"*)) working on or involved with the development or commercialization of the first program and Personnel working on or involved with the development or commercialization of the second program; (ii) to ensure that Personnel that are working on the first program will not simultaneously work on the second program and vice versa; (iii) to ensure that confidential information relating to the first program is not shared with or accessed by Personnel that are working on the second program and vice versa; and (iv) from time-to-time, upon the reasonable request of the other Party, to provide information requested relating to the foregoing items (i) through (iii), and to reasonably cooperate to enable the other Party to verify that such restrictions are in place and sufficient to achieve the foregoing. For clarity, [*] as set forth herein.

1.133. *"Specifications"* has the meaning set forth in the applicable Quality Agreement.

1.134. *"Stage 1 Clinical Trial"* means, with respect to each Product, the trial or trials set forth in the Stage 1 Clinical Trial Schedule.

1.135. *"Stage 2 Clinical Trial"* means, with respect to each Product, the trial or trials mutually agreed upon by the Parties at such time either Party provides a Suspension Election with respect to such Product under Section 7.8.1.1 (Suspension Election) (*provided*, that if the Parties are unable to agree upon such trial or trials, then Stage 2 Clinical Trial shall be deemed to be first study in the next phase of development (i.e., the first Phase 3 Trial if the Stage 1 Clinical Trial was a Phase 2b Trial, the first Phase 2b Trial if it were a Phase 2a Trial, the first Phase 2a Trial if it were a Phase 1b Trial, etc.).

1.136. *"Sublicensing Revenue"* means with respect to any Terminated Products, all cash payments (and the fair market value of all non-cash consideration) received by the Continuing Party and/or any of its Affiliates from any Third Party in consideration for a transaction, series of transactions or other arrangement in which such Third Party obtains a license (or sublicense) of the Product Intellectual Property (or any option or other right to obtain a license of the Product Intellectual Property), including, without limitation, up-front payments, milestones, royalties, and research funding (*provided*, that with respect to research funding payments, only the amounts in excess of the Continuing Party's external costs and internal costs directly related to such research activities will be included).

1.137. "*Suspending Party*" has the meaning set forth in Section 7.8 (Program Recommitment).

1.138. "*Suspension Election*" has the meaning set forth in Section 7.8.1.1 (Suspension Election).

1.139. "*Taxes"* means any tax, excise or duty, other than taxes and withholdings upon income.

1.140. "*Technical Feasibility"* means, with respect to any Product manufactured, the first date on which, in the good-faith determination of the Manufacturing Lead, there is a high probability that (i) such related Product candidates will obtain Regulatory Approval for the sale of such Product candidate and (ii) the related costs will be recoverable through the commercialization of such manufactured Product.

1.141. "*Term"* means the period commencing on the Effective Date and continuing in perpetuity, unless and until earlier terminated pursuant to any provision of this Agreement.

1.142. "*Termination Election*" has the meaning set forth in Section 7.8.1.4 (Subsequent Termination).

1.143. "*Third Party"* means any Person that is not a Party, or an Affiliate of a Party.

1.144. "*Third Party Claim"* means any claim, action, lawsuit, or other proceeding brought by any Third Party. Third Party Claim includes any Infringement Claim.

1.145. "*Total Costs"* means all General Costs, Unreimbursed Development Costs and Reimbursed Development Costs.

1.146. "*United States" or "U.S."* means the United States of America and its territories and possessions.

1.147. "*Unreimbursed Development Costs"* means any Development Costs incurred by either Party for which Amgen is not entitled to reimbursement from a Third Party pursuant to the Excluded Territory Agreements; *provided*, that [*] shall be an Unreimbursed Development Cost.

1.148. "*VAT"* means the tax imposed by Council Directive 2006/112/EC of the European Community and any national legislation implementing that directive together with legislation supplemental thereto and in particular, in relation to the United Kingdom, the tax imposed by the Value Added Tax Act of 1994 or other tax of a similar nature imposed in other countries in the Collaboration Territory.

1.149. "*Withholding Party"* has the meaning set forth in Section 8.6.1 (Withholding).

2. SCOPE AND GOVERNANCE

2.1. Purpose of the Collaboration. The purpose of the collaboration is for the Parties to collaborate in the development, manufacture and commercialization of the Products and for the Parties to share in certain costs and revenues related to the Products, all as described in more detail herein.

2.2. Ex-Territory Activities.

2.2.1. *No Rights in Excluded Territory.* The Parties acknowledge that no rights are granted hereunder to Partner with respect to the applicable Product in any country in the Excluded Territory, and that Partner will have no authority with respect to the research, development, manufacture or commercialization of such applicable Products in the Excluded Territory. As between the Parties, Amgen or its licensees will have the sole right to research, develop, manufacture and commercialize such Products in the Excluded Territory. Partner hereby acknowledges that (i) Amgen has previously licensed rights for AMG557 in Japan to Takeda Pharmaceutical Company Limited, and (ii) Amgen obtained its rights for AMG827 under license from Kirin-Amgen, Inc. and its right to develop, manufacture and commercialize AMG827 is subject to certain agreements between Amgen and Kirin-Amgen, Inc.

2.2.2. *License Grant by Partner.* To the extent Amgen is required under any Excluded Territory Agreement to grant rights to a Third Party under any intellectual property rights, Know-How, Regulatory Filings or Regulatory Approvals with respect to a Product in the Excluded Territory, Partner hereby grants Amgen a license (with the right to sublicense) in and to any Partner Intellectual Property, Program Intellectual Property, Know-How, Regulatory Filings or Regulatory Approvals as necessary for Amgen to comply with its obligations under any such Excluded Territory Agreement.

2.2.3. *Kirin-Amgen Royalty Payments.* Additionally, any royalties payable to Kirin-Amgen, Inc. with respect to AMG827 under an Excluded Territory Agreement shall be paid directly by Amgen and shared by the Parties in a manner consistent with Section 7.2.8.2 (Profit).

2.2.4. *Subsequent Rights in Excluded Territory.* If Amgen obtains the right to develop and commercialize Products in all or part of the Excluded Territory, then, upon the request of Partner (made no later than sixty (60) days following receipt of written notice from Amgen regarding such Excluded Territory rights), Amgen and Partner will enter into good faith discussions for the inclusion of such rights under this Agreement on terms to be agreed by Parties (*provided*, that if the Parties are unable to agree upon such terms within [*] of the initiation of such discussions, Amgen shall be free to develop and commercialize Products in such Excluded Territory itself or with a Third Party).

2.2.5. *Prior Consultation.* Amgen will consult with Partner in advance with respect to: (i) [*]; (ii) [*]; and (iii) [*].

2.3. Committees and Teams.

2.3.1. *Formation.* Promptly but not later than sixty (60) days following the Effective Date, the Parties will establish (i) a single, cross-functional Collaboration Review Committee; (ii) a single, cross-functional Joint Steering Committee; and (iii) a cross-functional Joint Product Team for each Product. The JSC and each JPT will each have the right to establish subcommittees or working teams with respect to issues within its area of responsibility as it sees fit (e.g., development, regulatory, pricing, access, manufacturing, commercial or operations), including local or regional commercialization/operations teams to facilitate the performance of its responsibilities or a finance team to facilitate the implementation of the cost allocations provided in this Agreement.

2.3.2. *Membership*. The CRC will be comprised of three (3) members appointed by each of the Parties or such other number of members as agreed by the Parties (with representatives from each Party for each of development, manufacturing and commercialization). The JSC will be comprised of five (5) members appointed by each of the Parties or such other number of members as agreed by the Parties. The CRC and JSC will each be led by two (2) co-chairs, one (1) appointed by each of the Parties. Each Party will designate such number of members to each JPT as it deems appropriate in order to accomplish the activities for which it is responsible. Each Party will ensure that the CRC, JSC and JPT members appointed by it have (i) the appropriate level of seniority and decision-making authority commensurate with the responsibilities of the committee or team to which they are appointed, and (ii) a range of expertise in the development, manufacture and commercialization of therapeutic products to enable an efficient cross-functional committee or team structure. Each Party will have the right to replace its committee or team members by written notice to the other Party. In the event any committee or team member becomes unwilling or unable to fulfill his or her duties hereunder, the Party that appointed such member will promptly appoint a replacement by written notice to the other Party.

2.3.3. *Meetings.* The CRC will meet semi-annually, via teleconference or videoconference or otherwise (with at least one (1) meeting per calendar year being in person), or as otherwise agreed by the Parties. Additionally, either Party may request a meeting of the CRC to resolve any Critical Matters requiring resolution. The JSC will meet quarterly, via teleconference or videoconference or otherwise (with at least one (1) meeting per calendar year being in person and with at least one (1) meeting per calendar year being scheduled as appropriate to approve [*]), or as otherwise agreed by the Parties. Each JPT and each subcommittee and working team established hereunder will establish a meeting frequency and meeting protocol necessary to coordinate and conduct the activities for which it is responsible, as agreed by the Parties. Any in-person meetings of the CRC or JSC will be held on an alternating basis between Partner’s and Amgen’s headquarters, unless otherwise agreed by the Parties. Each Party will be responsible for its own expenses relating to such meetings. As appropriate, other employee representatives of the Parties may attend such meetings as non-voting participants, but no Third Party personnel may attend unless otherwise agreed by the Parties. Either Party may also call

for special meetings of the CRC and JSC as reasonably required to resolve a Critical Matter escalated to the CRC or JSC pursuant to Section 2.4.2 (JPT Deadlocks) or 2.5.2 (JSC Deadlocks) below; *provided*, that the requesting Party provides at least ten (10) business days' prior written notice to the co-chair of such committee appointed by the other Party and such notice includes a proposed agenda for such meeting. All committee and team meetings must have at least two (2) members appointed by each Party in attendance. All committee and team meetings will be conducted in English, and all documents (including Development Plans, Development Budgets, clinical trial protocols for the Products, Operations Budgets, Brand Plans and Commercialization Budgets) will be in English.

2.3.4. *Decision-Making.* Subject to the terms of this Agreement (including Sections 2.4.2 (JPT Deadlocks) and 2.5.2 (JSC Deadlocks) below), the decisions of the CRC, JSC, JPTs and any subcommittees and working teams established hereunder will be made by consensus of the members thereof, with each Party having one (1) vote.

2.4. Joint Product Teams.

2.4.1. *Responsibilities.* Except for decisions expressly reserved to the JSC or CRC pursuant to Section 2.5 (Joint Steering Committee) or 2.6 (Collaboration Review Committee), respectively, each JPT will (i) establish subcommittees and working teams as necessary to coordinate and conduct its activities hereunder; (ii) coordinate with and oversee the activities of any such subcommittees and working teams; and (iii) be responsible for all operational matters regarding the development, manufacture and commercialization of the Products, including:

2.4.1.1. the following development matters: (i) developing the Development Plan for the applicable Product in the Collaboration Territory and annual updates (or any other updates) thereto; (ii) developing the [*] expense budget for development activities to be undertaken pursuant to the collaboration (the "*Development Budget*") for such Product in the Collaboration Territory and annual updates (or any other updates) thereto; (iii) preparing all clinical trial protocols for such Product; (iv) providing for communication and discussion between the Parties to optimize the efficacy and safety of the development of such Product in the Collaboration Territory; (v) reviewing and monitoring the activities and progress against the Development Plan, including regulatory matters, site enrollment, patient enrollment, progress of trials, data received and data analysis; (vi) developing observational research and any payer and economic value evidence generation plans for inclusion in the Development Plan; (vii) communicating with the Parties regarding all of the foregoing; and (viii) making such decisions as are specified in Article 3 (Development and Regulatory) to be made by the JPT;

2.4.1.2. the following operations matters: (i) overseeing supply of the applicable Product (in accordance with the applicable Quality

Agreement); (ii) reviewing cost of goods of such Product, including yields, success rates and other relevant production statistics; (iii) preparing a draft supply forecast for such Product; (iv) developing the [*] expense budget for manufacturing activities to be undertaken pursuant to the collaboration, including CMC, process development and device-related activities (the "*Operations Budget*") for such Product in the Collaboration Territory and annual updates (or any other updates) thereto; (v) reviewing other operational issues relating to the manufacture or supply of such Product and any related devices; and (vi) making such decisions as are specified in Article 4 (Manufacturing) to be made by the JPT; and

2.4.1.3. the following commercialization matters: (i) preparing the Brand Plan for the applicable Product and annual updates (or any other updates) thereto; (ii) developing the [*] expense budget for commercialization activities to be undertaken pursuant to the Brand Plans and Country Plans (the "*Commercialization Budget*") for such Product in the Collaboration Territory and annual updates (or any other updates) thereto; (iii) preparing on an annual basis a three year sales forecast for such Product; (iv) conducting consolidation of expense and sales forecasts from the country or regional level for such Product; (v) reviewing the tactical alignment of commercialization activities with expense budget allocations; (vi) monitoring and reporting on the competitive landscape for such Product in the Collaboration Territory; (vii) establishing a process for reviewing and approving Promotional Materials and training materials and programs for such Product; (viii) developing a global pricing policy for the applicable Product; and (ix) making such decisions as are specified in Article 5 (Commercialization) to be made by the JPT.

2.4.2. *JPT Deadlocks*. If a JPT is unable to reach consensus on a non-Critical Matter, the decision will be made by the members of such JPT appointed by: (i) the applicable Development Lead, in the case of matters under Section 2.4.1.1; (ii) the applicable Manufacturing Lead, in the case of matters under Section 2.4.1.2; and (iii) the applicable Commercialization Lead, in the case of matters under Section 2.4.1.3. If a JPT is unable to reach consensus on a Critical Matter, the members of such JPT appointed by either Party will have the right to require that such issue be escalated to the JSC for determination; provided, that if, in the good faith determination of the Development Lead, the Manufacturing Lead or the Commercialization Lead, as applicable, resolution of such Critical Matter requires exigent action pursuant to Applicable Law or to prevent a material adverse effect on a Product or a Party, the members of such JPT appointed by the Development Lead, the Manufacturing Lead or the Commercialization Lead, as applicable, will have the right to make an interim decision pending JSC determination.

2.5. Joint Steering Committee.

2.5.1. *Responsibilities*. The JSC will (i) oversee the activities of the Parties hereunder generally, each Joint Product Team and any subcommittees or working teams

established hereunder, (ii) establish subcommittees and working teams as necessary to coordinate and conduct its activities hereunder, and (iii) be responsible for:

2.5.1.1. the following development matters: (i) approving the Development Plan for each Product in the Collaboration Territory and annual updates thereto; (ii) approving the Development Budget for each Product in the Collaboration Territory and [*] updates thereto; (iii) reviewing and approving all clinical trial protocols for the Products; and (iv) making such decisions as are specified in Article 3 (Development and Regulatory) to be made by the JSC;

2.5.1.2. the following operations matters: (i) approving the Operations Budget for each Product in the Collaboration Territory; (ii) approving the draft supply forecast for each Product; and (iii) making such decisions as are specified in Article 4 (Manufacturing) to be made by the JSC; and

2.5.1.3. the following commercialization matters: (i) approving the Brand Plans and integrating such plans with the Development Plans; (ii) approving a global pricing policy for the applicable Product; (iii) reviewing sales forecasts for each Product; (iv) approving the Commercialization Budget for each Product in the Collaboration Territory; and (v) making such decisions as are specified in Article 5 (Commercialization) to be made by the JSC.

2.5.2. *JSC Deadlocks.* If the JSC is unable to reach consensus on a non-Critical Matter, the decision will be made by the members of the JSC appointed by (i) the applicable Development Lead, in the case of matters under Section 2.5.1.1; (ii) the applicable Manufacturing Lead, in the case of matters under Section 2.5.1.2; and (iii) the applicable Commercialization Lead, in the case of matters under Section 2.5.1.3. If the JSC is unable to reach consensus on a Critical Matter, the members of the JSC appointed by either Party will have the right to require that such issue be escalated to the CRC for determination; *provided*, that if, in the good faith determination of the Development Lead, the Manufacturing Lead or the Commercialization Lead, as applicable, resolution of such Critical Matter requires exigent action pursuant to Applicable Law or to prevent a material adverse effect on a Product or a Party, the members of the JSC appointed by the Development Lead, the Manufacturing Lead or the Commercialization Lead, as applicable, will have the right to make an interim decision pending CRC determination.

2.6. Collaboration Review Committee. The CRC will be responsible for (i) providing general oversight of the collaboration; (ii) resolving any matters specifically designated to it under this Agreement; and (iii) resolving any Critical Matters escalated to it from the JSC. For clarity, all decisions of the CRC will be made by consensus of the members of the CRC, with each Party having one (1) vote, unless expressly set forth in this Agreement to the contrary.

2.7. Reporting. Each Party will keep the applicable committee or team fully and promptly informed of progress and results of activities for which it is responsible or that it is permitted to conduct hereunder through its members on such committee or team and as otherwise provided herein.

2.8. No Authority to Amend or Modify. Notwithstanding anything herein to the contrary, no committee or team will have any authority to amend, modify or waive compliance with this Agreement.

2.9. Alliance Managers. Promptly after the Effective Date, each Party will appoint a person who will oversee interactions between the Parties between meetings of the committees and teams established hereunder (each, an *"Alliance Manager"*). The Alliance Mangers will have the right to attend all meetings of the CRC, the JSC, the JPTs and any subcommittees and working teams established hereunder, as non-voting participants at such meetings. Each Party may in its sole discretion replace its Alliance Manager at any time by notice in writing to the other Party.

2.10. Patent Coordinators. The Parties will each appoint a Patent Coordinator for each Product promptly after the Effective Date. The Patent Coordinators will serve as the primary contacts and forum for discussion between the Parties with respect to intellectual property matters involving each Product worldwide, and will cooperate with respect to the activities set forth in Article 10 (Intellectual Property). For each Product, the associated Patent Coordinators will discuss a strategy with regard to Prosecution and Maintenance, defense and enforcement of Product Intellectual Property, and defense against allegations that the activities hereunder infringe, or obtaining or amending licenses to, Third Party Patents or Know-How. The Patent Coordinators will meet as often as agreed by them (and at least semi-annually if requested), via teleconference or videoconference or as otherwise agreed, to discuss matters arising out of the activities set forth in Article 10 (Intellectual Property). Each Party may in its sole discretion replace any of its Patent Coordinators at any time by notice in writing to the other Party.

3. DEVELOPMENT AND REGULATORY

3.1. Development Matters.

3.1.1. *Allocation of Development and Regulatory Responsibility.* The JSC will (i) allocate development and regulatory activities to Amgen or Partner on a country-specific or activity-specific basis, taking into consideration all relevant factors (including the strategic objectives and capabilities of each Party) and (ii) determine whether operational responsibility for any such activity should be transferred from Partner to Amgen or vice versa. Unless and until determined otherwise by the JSC in accordance with the foregoing, the initial allocation of operational responsibility for development and regulatory activities for each Product will be as set forth in the applicable Development Plan.

3.1.2. *Development Lead.* On a Product-by-Product basis, one Party will oversee development and regulatory activities for such Product in the Collaboration

Scope (the "*Development Lead*"). The Development Lead for each Product is set forth in the Development/Commercial Lead Schedule. Absent agreement by the JSC to the contrary (as indicated in the applicable Development Plan), it is the expectation of the Parties that the Development Lead will have primary responsibility for day-to-day development activities relating to the relevant Product, including generating protocols, conducting clinical trials, and data collection, verification and analysis. Following the Effective Date, the Parties will promptly meet to coordinate the transition of development and regulatory activities from Amgen to Partner with respect to Products for which Partner is the designated Development Lead in a manner so as to not unduly delay or hamper the development of the relevant Products. The Parties will amend the applicable Development Budgets and Operations Budgets to reflect the reasonable costs to be incurred by each Party in connection with such transfer.

3.1.3. *[*] Updates.* The JSC will review and approve updates to the Development Plans and Development Budgets prior to [*].

3.1.4. *Conduct of Development.* The Parties will cooperate in the conduct of the activities set forth in the applicable Development Plan, including the preparation of protocols and the development of documents therefor. Both Parties will collaborate to achieve globally aligned regulatory documents and interactions for each Product.

3.1.5. *Sharing of Materials.* In the event that it becomes necessary for one Party to provide the other Party with tangible research or biological materials (other than a Product for clinical or commercial use), the Parties will enter into an appropriate material transfer agreement related thereto, which agreement will be subject to this Agreement and will be interpreted consistent with the terms hereof.

3.1.6. *Ownership of Development and Safety Data.* Each Party will solely own all data generated by it or its designee in its development activities conducted hereunder, and such data will be subject to the license from Partner to Amgen under Section 10.5 (License Grant by Partner) or from Amgen to Partner under Section 10.4 (License Grant by Amgen), as applicable. Notwithstanding the foregoing, the Development Lead will own the global safety database, the developmental core safety information (DCSI), and core data sheet for each Product.

3.2. Regulatory Matters.

3.2.1. *Designated Regulatory Party.* Except as set forth in Section 3.2.4 (Manufacturing Matters), the JSC will allocate, on a Product-by-Product and country-specific basis, operational responsibility for regulatory activities to a Party (the "*Designated Regulatory Party*") although there will be a presumption that the Development Lead will also be the Designated Regulatory Party.

3.2.2. *Regulatory Communications and Filings*. The Designated Regulatory Party will prepare, submit and maintain all Regulatory Filings and obtain all Regulatory Approvals for which it is responsible in accordance with the applicable Development Plan. The other Party will cooperate with the Designated Regulatory Party, at its reasonable request, with respect to any regulatory matters for which the Designated Regulatory Party is responsible. Unless exigent action is required with respect to such Regulatory Filing or material communication, the Designated Regulatory Party will provide the other Party with copies of Key Regulatory Filings prior to submission within a reasonable amount of time (but not less than five (5) business days) to allow such Party to review and comment on such Key Regulatory Filings, and the Designated Regulatory Party will consider all comments and proposed revisions from the other Party in good faith prior to submission (but in the event of a disagreement between the Parties with respect to such comments and proposed revisions, (i) if the Development Lead's determination is consistent with the then-current Development Plan, then the Development Lead's determination shall prevail, and (ii) if the Development Lead's determination is not consistent with the then-current Development Plan, then such matter shall be escalated to the JSC for review (and if a Critical Matter, further escalated to the CRC)). The Designated Regulatory Party will consult with the other Party regarding, and keep the other Party informed of, the status of the preparation of all Regulatory Filings it submits, Governmental Authority review of any such Regulatory Filings, and all Regulatory Approvals that it obtains with respect to a Product. Upon request of the other Party, the Designated Regulatory Party will provide to the other Party copies of all final Regulatory Filings it submits.

3.2.3. *Regulatory Meetings.* The Designated Regulatory Party will consult with the other Party reasonably in advance of the date of any anticipated meeting with a Governmental Authority and will consider any timely recommendations made by the other Party in preparation for such meeting. Upon the request of the other Party, the Designated Regulatory Party will permit the other Party to attend particular meetings between the Designated Regulatory Party and the applicable Governmental Authority. The Designated Regulatory Party will request that the applicable Governmental Authority allow at least one (1) representative of the other Party to attend, solely as an observer, such meetings; *provided*, that the foregoing will not apply to informal meetings or unscheduled teleconferences or meetings or teleconferences otherwise intended by the Governmental Authority to be between it and the Designated Regulatory Party's

representatives only. The other Party will strictly follow the Designated Regulatory Party's instructions with respect to any meeting which it attends, and will not discuss the contents of any such meeting with any Governmental Authority except as required by Applicable Law or authorized by the Designated Regulatory Party in writing.

3.2.4. *Manufacturing Matters.* In order to assist the Designated Regulatory Party, the Manufacturing Lead will prepare [*] in English for the relevant Product, and the Designated Regulatory Party will modify as appropriate such module for use in Regulatory Filings in the Collaboration Territory. The Manufacturing Lead will have the option, in order to protect proprietary manufacturing information, to take over operational responsibility from the Designated Regulatory Party for some or all correspondence and for specified official communications, including the preparation and submission of all Regulatory Filings required to be filed with any Governmental Authority in the Collaboration Territory with respect to the manufacture of a Product (except to the extent such transfer of operational responsibility is prohibited by Applicable Law or a Governmental Authority). With respect to any such correspondence and communication, each Party will promptly provide the other with copies of material written correspondence as reasonably necessary to permit each Party to comply with its relevant regulatory obligations or as otherwise reasonably requested; *provided*, that the Manufacturing Lead will not be required to disclose proprietary or competitively sensitive information unless such disclosure is required by Applicable Law.

3.2.5. *Ownership of Regulatory Filings and Regulatory Approvals.* The Development Lead for a Product will own all right, title and interest in and to any and all Regulatory Filings and Regulatory Approvals directed to such Product and all such Regulatory Filings and Regulatory Approvals will be held in the name of the Development Lead, and the other Party will execute all documents and take all actions as are reasonably requested by the Development Lead to vest such title in the Development Lead, subject to Section 3.1.6 (Ownership of Development and Safety Data) and Section 3.2.4 (Manufacturing Matters). The Development Lead hereby grants to the other Party a non-exclusive, non-transferable (except in connection with a permitted assignment, sublicense or subcontract) "right of reference" (as defined in 21 C.F.R. §314.3(b)) with respect to such Regulatory Filings and Regulatory Approvals solely as necessary for the other Party, if such other Party is the Designated Regulatory Party, to prepare, submit and maintain Regulatory Filings for which it is responsible or as otherwise necessary to perform its obligations hereunder or to comply with Applicable Law.

3.3. Brand Security and Anti-Counterfeiting. The Parties will establish contacts for communication regarding brand security issues and will each reasonably cooperate with the other with respect thereto.

3.4. Product Complaints, Recalls and Returns. The Parties' rights and obligations with respect to nonconformance, recalls and returns of Products will be governed by the applicable Quality Agreement.

3.5. Clinical Trial Register. The Development Lead will, in accordance with Applicable Law and its internal policies, publish the results or summaries of clinical trials relating to a Product on a clinical trial register maintained by it and the protocols of clinical trials relating to such Product on www.ClinicalTrials.gov (or an equivalent register, or as otherwise required by Applicable Law or such Party's policies). The other Party will have the right to publish results or summaries (in the identical form as published by the Development Lead) if the Development Lead has already published in accordance with the foregoing sentence, or the applicable JPT approves such publication. The Parties will cooperate to establish timelines and procedures for JPT review of publications and presentations.

3.6. Sharing of Data and Know-How.

3.6.1. *Generally.* Each Party shall (and shall cause its Affiliates to) reasonably cooperate with the other Party to promptly share and provide access to (i) all clinical trial data and results within the Program Intellectual Property, and (ii) such other Know-How within the Product Intellectual Property as is reasonably necessary for the other Party to exercise its rights or fulfill its obligations under this Agreement. The JSC may establish reasonable policies to effectuate such exchange of data and Know-How between the Parties.

3.6.2. *Manufacturing Know-How.* For clarity, except as provided in Section 3.2.4 (Manufacturing Matters) above, the Manufacturing Lead shall not be obligated to share with the other Party or provide the other Party access to Know-How related to the manufacture of a Product unless and until such Party becomes the Manufacturing Lead with respect to such aspect of manufacturing of such Product, in which case the Manufacturing Lead shall promptly provide the other Party with access to such manufacturing Know-How within the Product Intellectual Property as is reasonably necessary for such Party to fulfill its obligations as Manufacturing Lead with respect to such Product. All such transfer of manufacturing Know-How shall be overseen and facilitated by the JPT for the applicable Product.

4. MANUFACTURING

4.1. Allocation of Manufacturing Responsibility. Amgen will be responsible for the supply of clinical and commercial product for AMG827. Amgen will be responsible for the initial supply of clinical product for all other Products (the "*Early Stage Programs*"). Amgen will elect at least [*] days prior to the initiation of the first [*] for each Early Stage Program whether or not to continue supplying later stage clinical material and commercial material for such Early Stage Program itself or through a contract manufacturing organization. If Amgen elects not to do so, then Partner will have [*] days to elect to

manufacture such later stage clinical material and commercial material for such Early Stage Program (including conducting any process development work related thereto). If neither Party elects to manufacture later stage clinical material and commercial material for such Early Stage Program, then the Parties will mutually agree upon a Third Party manufacturer to conduct process development and clinical and commercial manufacturing. In any event, Amgen will continue to supply clinical material (in the form that exists prior to such election) until such time as Partner or such Third Party manufacturer completes commercial process development and begins to supply such later stage clinical material; *provided*, that, if Partner elects to manufacture later stage clinical material and commercial material, then Partner will promptly and diligently undertake such efforts as are necessary to assume responsibility for such activities.

4.2. Manufacturing Lead. The Party that actually manufactures (itself or through a designee) a specific Product will be the *"Manufacturing Lead"* for such manufactured Product. For clarity, one Party may be the Manufacturing Lead for drug substance and the other Party may be the Manufacturing Lead for drug product. Subject to Section 4.6 (Shortage; Allocation), the Manufacturing Lead will use Commercially Reasonable Efforts to supply Product in a manner sufficient to fulfill demand for the Product in the Collaboration Territory. Additionally, if Partner elects to become the Manufacturing Lead for a Product in accordance with Section 4.1 (Allocation of Manufacturing Responsibility) or is otherwise appointed the Manufacturing Lead by the CRC, the Parties will, with respect to Products manufactured by Partner, negotiate in good faith supplements to the definitions of Manufacturing Standard Costs and Manufacturing Actual Costs in order to make such definitions consistent, on a GAAP or IFRS basis (as applicable), with the manner in which Partner accounts for its other products.

4.3. [*] Updates. The JSC will review and approve updates to the Operations Budgets prior to [*]. Additionally, after Technical Feasibility has been achieved with respect to a Product, on a quarterly basis the Manufacturing Lead will inform the JSC of any expected decrease in [*] that is expected to result in [*]. At the request of the other Party, the Manufacturing Lead will inform the other Party of [*] and will discuss with the other Party [*] with respect thereto. The Manufacturing Lead will have the sole right to determine which of its manufacturing sites will be used to manufacture a Product and may transfer the manufacturing of such Product from one site to another, so long as such transfer would not reasonably be likely to have a material adverse effect on the continued supply of such Product.

4.4. Distribution. Amgen will be solely responsible for the distribution of Products in the Amgen Distribution Countries. Partner will be solely responsible for the distribution of Products in all other countries in the Collaboration Territory. The Party that actually distributes Products in a particular country will be deemed the *"Distribution Party"* for such country. The Manufacturing Lead of drug product will supply Products for commercial use in labeled, finished form (unless otherwise agreed to by the JSC) to the other Party for distribution in the countries for which the non-Manufacturing Lead for drug product has been allocated distribution responsibility. The non-Manufacturing Lead will reimburse the Manufacturing Lead for such Product at the Manufacturing Lead's Manufacturing Actual Cost upon delivery

of such Product to the non-Manufacturing Lead. Such reimbursement will not be included in the calculation of Collaboration Profit (Loss) under Section 7.2 (Profit/Expense Sharing), but rather the non-Manufacturing Lead will be entitled to include such payment as part of Amgen Costs or Partner Costs, as applicable, upon sale of such Product to a Third Party.

4.5. Quality and Safety Agreements. Concurrently with the execution of this Agreement, the Parties have entered into the Quality Agreement with respect to the supply of Products by Amgen to Partner for clinical use. Within ninety (90) days of the Effective Date, the Parties will enter into the Safety Agreement with respect to the supply of Products by Amgen to Partner for clinical use. One year prior to the anticipated first commercial launch of a Product, the Parties will enter into a Quality Agreement with respect to the supply of Products by Amgen to Partner for commercial use and will work in good faith to revise the existing Safety Agreement as necessary. In the event that Partner becomes a Manufacturing Lead for a Product, the Parties will enter into a Quality Agreement with respect thereto and will work in good faith to revise the existing Safety Agreement as necessary.

4.6. Shortage; Allocation. In the event that the Manufacturing Lead reasonably believes that it will not be able to supply requirements for a Product in accordance with a mutually agreed upon supply forecast, the Manufacturing Lead shall provide prompt written notice to the other Party thereof. If the Manufacturing Lead actually cannot supply a Product in accordance with such mutually agreed upon supply requirements, then the Manufacturing Lead will undertake to allocate the manufacturing of Products with its other products so as to not [*]. For clarity, if the Manufacturing Lead cannot actually supply requirements for a Product in accordance with a mutually agreed upon supply forecast, the Manufacturing Lead will reasonably allocate its manufacturing capacity over all its products in the following order of prioritization: (a) to [*]; (b) to [*]; (c) to [*]; and (d) to [*].

5. COMMERCIALIZATION

5.1. Allocation of Commercial Responsibility. The JSC will (i) allocate commercial activities to Amgen or Partner on a Product-by-Product basis and country-specific or activity-specific basis, and (ii) determine whether operational responsibility for any such activity should be transferred from Partner to Amgen or vice versa. Allocations of commercial operational responsibility for countries and regions may be set forth in country plans developed by the applicable JPT that are consistent with the allocation of responsibility established by the JSC and the Brand Plan, taking into account the planned launch timing for the relevant country (as such plans may be updated or modified from time-to-time by the applicable JPT, the *"Country Plans"*). The initial allocation of commercial activities, as well as the guidelines for allocating commercial activities in the future, is as set forth in the Commercial Allocation Schedule.

5.2. Commercial Lead. For each Product, one Party will oversee commercialization activities with respect to all indications for such Product in the Collaboration Scope (the *"Commercial Lead"*). The Commercial Lead for each Product will be as set forth on the Development/Commercial Lead Schedule.

5.3. Initial Plans; [*] Updates. An initial Brand Plan for each Product will be approved by the JSC not later than three (3) months after initiation of the first Phase 3 Trial for such Product; *provided*, that the initial Global Payer Plan and each initial Access and Pricing Plan will be approved by the JSC at such times as the JSC so determines. The JSC will review and approve updates to the Brand Plans and Commercialization Budgets prior to [*].

5.4. All Sales by Distribution Party. Only the Distribution Party with respect to a particular Product in a particular country is authorized to sell such Product in such country. The Distribution Party will have the sole right, in such Party's discretion, to take orders for and returns of, issue credits for, sell, and book sales for, such Product. The non-Distribution Party will promptly forward to the Distribution Party all orders for, and requests to order, such Product. The Distribution Party will have the right to refuse or cancel any order for such Product without liability to the other Party. The non-Distribution Party will not interfere with any agreement of the Distribution Party or any of its Affiliates related to such Product, including contracting for the sale of such Product.

5.5. Training. The JPT will establish a process by which the Parties will review, comment on and approve training materials and programs, and training of the Parties' sales forces for commercialization of the Products will be conducted using only training materials and programs approved in accordance with such process. Each Party will train its respective sales representatives with respect to the promotion of a Product (and update such training from time to time as appropriate) which training will include compliance training as appropriate, all in accordance with the applicable Brand Plan. The Commercial Lead for a Product will own all right, title and interest in the training materials developed hereunder for such Product (except with respect to any Housemarks of the other Party contained therein), and the non-Commercial Lead will execute all documents and take all actions as are reasonably requested by the Commercial Lead to vest title to such training materials in the Commercial Lead.

5.6. Information Concerning Products. Each Party will ensure that no claims or representations in respect of a Product or the characteristics thereof are made by or on behalf of it or its Affiliates (by sales force members or otherwise) that have not been approved by the JPT and neither Party will make any claim or representation that does not represent an accurate summary or explanation of the labeling of such Product.

5.7. Promotional Materials. The JPT will establish a process by which the Parties will review, comment on and approve all written sales, promotion and advertising materials relating to a Product, and other media and materials used to promote the Products or educate the public regarding an indication treated with a Product (collectively and including translations, "*Promotional Materials*"). All Promotional Materials will be produced by the applicable Commercial Lead in accordance with the Brand Plan and such process and any use thereof by the non-Commercial Lead will be subject to prior approval of the Commercial Lead. All Promotional Materials will include, to the extent permitted by Applicable Law, the Amgen Housemarks and the Partner Housemarks. Unless otherwise determined by the

applicable JPT, the Commercial Lead will be responsible for the printing and delivery to the other Party of Promotional Materials for use in such other Party's Detailing obligations hereunder. Other than a Party's use and distribution of Promotional Materials that are approved in accordance with the foregoing process and used and distributed in connection with a Party's Detailing of a Product, neither Party will produce or modify (other than as concepts for consideration by the other Party), or distribute or otherwise use any Promotional Material relating to a Product. If so instructed by the applicable JPT, a Party will immediately cease to use any Promotional Materials and will collect and destroy any such materials from its sales representatives (and record and document such collection and destruction (and provide a copy of such documentation to the other Party upon request)). The Commercial Lead for a Product will own all right, title and interest in and to any and all Promotional Materials for such Product (except with respect to any Housemarks of the other Party included in any Promotional Materials), and the non-Commercial Lead will execute all documents and take all actions as are reasonably requested by the Commercial Lead to vest title to such Promotional Materials in the Commercial Lead.

5.8. Detailing Reports and Audit Rights.

5.8.1. *Reporting*. Each Party will provide the other Party with a report, in such form and manner as determined by the JSC, within forty-five (45) calendar days after the end of each calendar month, setting forth the following information regarding the efforts of the reporting Party's sales force in Detailing each Product during the preceding month: (i) the total number of Details made by such sales force, including a breakdown of First Position Details, Second Position Details and Other Details by target and frequency of Detail by customer priority; and (ii) such other information as may be specified by the JSC. In any country in the Collaboration Territory where the Parties are co-Detailing a Product, each Party will provide the foregoing information with respect to such Product [*]. In any country in the Collaboration Territory where the Parties are not co-Detailing a Product, each Party will provide the foregoing information with respect to such Product [*].

5.8.2. *Audits*. Each Party will keep complete and accurate records of its Detailing of Products in sufficient detail to permit the other Party to audit its performance of Details hereunder. During regular business hours, with not less than ten (10) business days' advance written notice and under reasonable obligations of confidentiality, a Party will permit the other Party or its authorized representatives to: (i) have access to the records of Detailing activities maintained by such Party for purposes of verifying the accuracy of reports described in Section 5.8.1 (Reporting); and (ii) audit such records; *provided*, that such audits may not be performed by a Party more than once per calendar year, such records will be open (in such form as may be available or reasonably requested) to inspection for at least three (3) years following the end of the period to which they pertain, and such records for any particular calendar year will only be subject to one (1) audit. Any and all audits undertaken pursuant to this Section 5.8.2 (Audits) will be performed at the sole and exclusive expense

of the auditing Party and will not be included in Amgen Costs or Partner Costs, as the case may be, for purposes of calculating Collaboration Profit (Loss). If an audit reveals an overstatement of Details of greater than [*] of the correct amount for the audited period, then the audited Party will pay the reasonable out-of-pocket cost of such inspection.

5.9. Competing Products. If either Party or its Affiliates has sales representatives Detailing both a Product and a non-Product that is approved by a Governmental Authority for use in the same indication as such Product (a "*Competing Product*"), then, in addition to the reporting obligations contained in Section 5.8.1 (Reporting), such Party will provide to specified employees of the other Party (as specified by such Party's JSC members) with a report within thirty (30) calendar days after the end of each calendar month, setting forth [*]. The purpose of such report shall be solely to substantiate the calculation of Sales Force Costs. It shall only be used by the specified employees and it shall not be used by either Party in violation of any Applicable Law. If the JSC or CRC authorizes a sales representative to Detail a Product in the First Position Detail, then [*].

5.10. Sales Force [*]. On a country-by-country and Product-by-Product basis, during the period of time beginning [*] of such Product in such country, if either Party intends to [*] in such country that are expected to [*] such Product, then such Party shall provide the other Party with at least sixty (60) days' prior written notice. In such event, at the request of either Party, the JSC shall meet to [*] in such country (with escalation to the CRC if the JSC is unable to agree on such [*]). The Party that has [*] during the applicable period (but not to exceed [*] that are in excess of its [*].

6. PERFORMANCE STANDARDS

6.1. Collaborative Activities. Activities to be undertaken by the Parties hereunder will be conducted in a collaborative manner as determined by the committee or team overseeing such activities, and in accordance with the terms and conditions of this Agreement, as applicable.

6.2. Diligence and Performance Standards. Subject to the decisions made by and oversight of the committees and teams established hereunder, each Party will use, and will assure that each of its Affiliates uses, Commercially Reasonable Efforts in the performance of its and their activities hereunder. Each Party will conduct, and ensure that each of its Affiliates conducts, all of its and their activities with respect to the development, registration, manufacture, distribution, promotion and commercialization of a Product in accordance with this Agreement, the applicable Development Plan, the applicable Brand Plan, applicable Global Payer Plan, applicable Access and Pricing Plan, applicable Country Plans, accepted national and international pharmaceutical industry codes of practices in and for the Collaboration Territory (including the Pharmaceutical Research and Manufacturers of America (PhRMA) Code of Pharmaceutical Marketing Practices and the American Medical Association (AMA) Guidelines on Gifts to Physicians from Industry, as the same may be amended from time to time), and all Applicable Law. The Parties will provide each other with all reasonably requested cooperation to enable each of them to comply with Applicable Law and accepted national and international pharmaceutical industry standards, including permitting each Party to verify the other Party's compliance therewith.

6.3. Violation of Laws. Each Party will promptly notify the other Party of any violation of Applicable Law by its personnel with respect to the conduct of activities under this Agreement. In the event of any such violation, the Parties will promptly confer regarding any such violation and will promptly take remedial or preventative action as may be reasonably required by the applicable JPT with respect thereto. The Parties will have the right to require that any personnel that materially violates Applicable Law or applicable national or international pharmaceutical industry codes of practices cease to perform activities under this Agreement.

6.4. Use of Affiliates and Third Party Contractors. Each Party will perform the activities designated to it itself or through any of its Affiliates, and any proposed use of a Third Party to conduct such activities will be subject to the other Party's prior written consent, such consent not to be unreasonably withheld; *provided*, that (i) Partner's consent will not be required for activities Amgen has, prior to the Effective Date, arranged to have performed by Third Parties and which have been disclosed to Partner prior to the Effective Date, and (ii) either Party will be permitted to, upon thirty (30) days' prior written notice to the other Party, engage a Third Party contract manufacturer, contract research organization, contract sales organization, distributor or wholesaler without the other Party's consent. Cost overruns resulting from either Party's use of a Third Party to conduct any such activities will be subject to Section 7.2.6 (Overruns). Each Party will be responsible for compliance by its respective Affiliates and Third Party

contractors with this Agreement and will be responsible for all acts and omissions of such Affiliates and Third Party contractors as if committed or omitted by the applicable Party.

6.5. Management of Personnel. Each Party will have sole authority and responsibility for recruiting, hiring, managing, compensating (including paying for all benefits, wages, special incentives, workers' compensation and employment taxes), disciplining, firing and otherwise controlling the personnel provided by such Party for performance of its obligations hereunder; *provided*, that each Party will require its personnel to be subject to a confidentiality agreement and Invention assignment commitment prior to, and as a condition of, such personnel performing any such activities hereunder. Each Party will provide the day-to-day management of its sales representatives and other personnel, including furnishing administrative support, financial resources, equipment and supplies.

7. UP-FRONT PAYMENT AND PROFIT/EXPENSE SHARING

7.1. Up-front Payment. As partial consideration for the rights granted to Partner by Amgen pursuant to the terms of this Agreement, Partner will pay to Amgen a non-refundable, non-creditable payment equal to Fifty Million Dollars ($50,000,000.00) within fifteen (15) days after the Effective Date, payable by wire transfer of immediately available funds in accordance with wire transfer instructions of Amgen that will be provided in writing to Partner prior to the Effective Date.

7.2. Profit/Expense Sharing. The Parties will share in profits and losses generated by Products in the Collaboration Scope as follows:

7.2.1. *Partner Costs*. Within forty-five (45) days after the end of each calendar quarter Partner will provide to Amgen a detailed, itemized report of its Development Costs and General Costs, on a Product-by-Product basis, incurred by Partner or its Affiliates in accordance with this Agreement (collectively, *"Partner Costs"*) in such quarter in the format set forth in the Invoice Schedule attached hereto. In addition to the annual JSC approval of the relevant budgets for each Product, prior to the end of each calendar year, Partner will provide Amgen with a non-binding estimate of its Development Costs and General Costs for each Product for the [*] period (detailed on a calendar year basis) following the [*] covered by such approved budget; *provided*, that the Parties will review and discuss such estimated costs at the JSC.

7.2.2. *Amgen Costs*. Within forty-five (45) days after the end of each calendar quarter Amgen will provide to Partner a detailed, itemized report of its Development Costs and General Costs, on a Product-by-Product basis, incurred by Amgen or its Affiliates in accordance with this Agreement (collectively, *"Amgen Costs"*) in such quarter in the format set forth in the Invoice Schedule attached hereto. In addition to the annual JSC approval of the relevant budgets for each Product, prior to the end of each calendar year, Amgen will provide Partner with a non-

binding estimate of its Development Costs and General Costs for each Product for the [*] period (detailed on a calendar year basis) following the [*] covered by such approved budget; *provided*, that the Parties will review and discuss such estimated costs at the JSC. For clarity, any costs incurred by or on behalf of Amgen in connection with the research and development of AMG557 for the sole benefit of Japan or the research and development of AMG827 for the sole benefit of the applicable Excluded Territory will not be included in Amgen Costs.

7.2.3. *FTE Rate*. The FTE Rate used for calculation of Costs pursuant to this Article 7 (Profit/Expense Sharing) with respect to any activity will be the relevant FTE Rate for the calendar year in which such activity was undertaken.

7.2.4. *Income Taxes*. For the avoidance of doubt, income and withholding taxes imposed on either of the Parties hereunder will not be included in cost sharing hereunder.

7.2.5. *Exchange Rate.* For purposes of calculating quarterly balancing payments as set forth in Section 7.2.9 (True-Up), Net Revenues, Amgen Costs and Partner Costs will be converted from local currency (if different from U.S. Dollars) to U.S. Dollars in accordance with Section 8.3.2 (Conversions).

7.2.6. *Overruns*. Each Party will promptly notify the other Party upon becoming aware that the anticipated Costs to be incurred by such Party for a given calendar year will be in excess of the applicable Development Budget, Operations Budget or Commercialization Budget. Unless otherwise agreed by the Parties in advance, in writing, Costs reported by a Party pursuant to Section 7.2.1 (Partner Costs) or 7.2.2 (Amgen Costs) incurred with respect to a Product in excess of [*] percent ([*]%) of the aggregate amounts budgeted to be incurred by or on behalf of such Party for its activities for such Product in such calendar year in the then-current applicable Development Budget, Operations Budget or Commercialization Budget, respectively, will not be included in the calculation of profit (or loss) pursuant to Section 7.2.8 (Calculation of Profit (or Loss)); *provided*, that such Partner Costs and Amgen Costs in excess of such amount will be included in the calculation of profit (or loss) pursuant to Section 7.2.8 (Calculation of Profit (or Loss)) (A) to the extent such Costs were attributable to: (i) a change in Applicable Law; (ii) a Force Majeure event; [*].

7.2.7. *Net Revenues*. Within five (5) business days prior to the end of each calendar quarter, each Party will provide the other Party with a reasonably detailed estimate of Net Revenues for such calendar quarter in the countries for which it is the Distribution Party. Within thirty (30) days after the end of each calendar quarter, each Party will provide the other Party with a report of Net Revenues for such calendar quarter in the countries for which it is the Distribution Party, which report will contain a detailed and itemized calculation of Net Revenues for each Product in such countries during such calendar quarter.

7.2.8. *Calculation of Profit (or Loss)*.

7.2.8.1. **Costs.**

7.2.8.1.1. **Allocation.** On a calendar quarter-by-calendar quarter basis, Partner will be responsible for one hundred percent (100%) of the following cost items, in the order set forth below, up to the Quarterly Cap for such calendar quarter. Thereafter, Amgen shall be responsible for one hundred percent (100%) of such costs for such calendar quarter.

7.2.8.1.1.1. **Unreimbursed Development Costs and General Costs.** First, Partner will be responsible for one hundred percent (100%) of Unreimbursed Development Costs and General Costs up to the Quarterly Cap.

7.2.8.1.1.2. **Reimbursed Development Costs.** If, following reimbursement for Unreimbursed Development Costs and General Costs, the Quarterly Cap has not yet been met, then Partner will be responsible for one hundred percent (100%) of Reimbursed Development Costs up to the Quarterly Cap.

7.2.8.1.2. **Quarterly Cap.** The "*Quarterly Cap*" for a given calendar quarter shall, during the applicable calendar year set forth below, be as follows:

Calendar Year	Quarterly Cap
2012	65% of Total Costs for the applicable calendar quarter - [*]
2013	65% of Total Costs for the applicable calendar quarter + [*]
2014	65% of Total Costs for the applicable calendar quarter
2015 and each year thereafter	50% of Total Costs for the applicable calendar quarter

The Development Costs and General Costs for any calendar quarter will only include [*] of Development Costs and General Costs incurred in the conduct of the [*] set forth in the Development Plan for [*]. In the event either (i) the designated endpoints set forth on the [*] Designated Endpoints [*] Schedule for the [*] are met, or (ii) the Parties agree to initiate a [*], then Amgen shall have the right to allocate an amount equal to [*] of the Development Costs and General Costs incurred after the Effective Date in the conduct of the [*] between: (a) a one-time success milestone payment from Partner to Amgen (payable within forty-five (45) days of notice from Amgen of the allocation between (a) and (b) provided below) and (b) an immediate increase (applied evenly) to the Quarterly Cap for the subsequent four (4) calendar quarters. Amgen shall notify Partner in writing as to the allocation, which must total one hundred percent

(100%) between (a) and (b). Additionally as of the Effective Date, the Parties agree that the [*] set forth in the Development Plan for [*] is optional for the [*]. The Parties will evaluate whether or not it is beneficial to conduct the [*] as part of such trial. If the Parties disagree, then Amgen shall have the right, [*], to conduct the [*].) If the [*] meets the designated endpoints set forth on the [*], then Partner will reimburse Amgen [*] of the Costs associated with the [*] (to be allocated between a milestone or increase to the Quarterly Cap as set forth in the forgoing sentence at Amgen's option) and any Costs associated with the [*] incurred after such endpoints have been met will be included in Amgen Costs and shared in accordance with Section 7.2.8.1 (Costs).

7.2.8.2. **Profit.** The total profit for a calendar quarter will be calculated by Amgen by first deducting from aggregate Net Revenues for each Product for such quarter a percentage of such Net Revenues equal to the applicable "Inventorship Margin" set forth below, which will be paid to Amgen to reflect Amgen's inventorship of the Products:

Inventorship Margin	
AMG827	Other Products
[*]	[*]

Additionally, [*]. After deduction of the Inventorship Margin [*], the remaining Net Revenues will be shared by the Parties equally.

7.2.9. *True-up.* Within sixty (60) days after the end of each calendar quarter, Amgen will calculate and provide to Partner a report of the amount each Party is responsible for under Section 7.2.8.1 (Costs) for such quarter, and a report of the amount each Party is entitled to under Section 7.2.8.2 (Profit). The resulting amounts under Sections 7.2.8.1 (Costs) and 7.2.8.2 (Profit) will be the "*Collaboration Profit (Loss)*" for such calendar quarter. A balancing payment will be made between the Parties in order to effect the profit and loss sharing allocation set forth in Section 7.2.8 (Calculation of Profit (or Loss)). The net paying Party will make a payment pursuant to this Section 7.2.9 (True-up) within thirty (30) days after delivery of such report of Collaboration Profit (Loss).

7.2.10. *Payments.* Payments pursuant to this Article 7 (Profit/Expense Sharing) will be made in accordance with the provisions of Article 8 (Payments).

7.2.11. *Calculation of Sales Force Costs*. Sales force FTE costs for each of the Parties will be determined by including in Partner Costs or Amgen Costs, as the case may be, a pro rata portion of each Party's sales representative's FTE Rate as

follows: (i) [*] if such sales representative Details only a single Product (and no other products) with the approval of the CRC; (ii) [*] if such sales representative Details two (2) products with a Product as the First Position Detail or Details only a Product without the approval of the CRC; (iii) [*] if such sales representative Details three (3) or more products with a Product as the First Position Detail; (iv) [*] if such sales representative Details two (2) products with a Product as the Second Position Detail; (v) [*] if such sales representative Details three (3) or more products with a Product as the Second Position Detail; and (vi) [*] if such sales representative Details three (3) or more products with a Product as the Other Detail. If a sales representative Details more than one (1) Product, then the foregoing percentages will be aggregated for each such Product. For the avoidance of doubt, if a sales representative Details a Product in more than one (1) position, then a pro rata share of the foregoing percentages, to be calculated based on the time spent by such sales representative on Detailing such Product in each such position, will be included in Partner Costs or Amgen Costs, as the case may be. For periods in which sales representatives are performing activities in support of the collaboration but are not Detailing Products (e.g., during launch preparation or training), FTE costs will be calculated based upon percent of effort, resource utilization or other reasonable measure, in each case calculated and allocated in accordance with the applicable Party's accounting procedures, consistently applied.

7.2.12. *Kirin-Amgen and Takeda Payments*. For clarity, the Parties agree and acknowledge that any payments received by Amgen from (i) in the case of AMG827, Kirin-Amgen, Inc. or Kyowa Hakko Kirin Co., Ltd and (ii) in the case of AMG557, Takeda Pharmaceutical Company Limited, in each case pursuant to the related Excluded Territory Agreement with such Third Party, shall be excluded from the calculation of Collaboration Profit (Loss). Any such payments shall not, in any way (in part or in full), reduce Amgen Costs hereunder, and Amgen shall be entitled to retain any such payments in full without compensation to, or any separate accounting or audit right undertaken by, Partner.

7.3. Example. The Profit (Loss) Example Schedule sets forth an example of calculation and true-up of the Collaboration Profit (Loss).

7.4. Calculation of Net Revenues. In calculating Net Revenues for the purposes of this Article 7 (Profit/Expense Sharing):

7.4.1. *Free Products.* Any disposal of a Product at no charge for, or use of a Product without charge in, clinical or pre-clinical trials, given as free samples, or distributed at no charge to patients unable to purchase the same will not be included in Net Revenues.

7.4.2. *Bundled Products.* Where a Product is sold in a Bundle, then for the purposes of calculating Net Revenues under this Agreement, such Product will be deemed to be sold for an amount equal to $[X \div (X + Y)] \times Z$, where: X is the average sales price during the applicable reporting period generally achieved for such dosage form of such Product in the Collaboration Scope; Y is the sum of

the average sales price during the applicable reporting period generally achieved in the Collaboration Territory, when sold alone, by each pharmaceutical product in the relevant dosage form included in the Bundle (excluding such Product); and Z equals the price at which the Bundle was actually sold. In the event that such Product or one or more of the other pharmaceutical products in the Bundle are not sold separately in the relevant dosage form, Net Revenues from the sale of such Bundle will be reasonably allocated between such Product and the other product(s) in such Bundle based upon their relative values and the Parties will determine the equitable fair market prices to apply to such Bundle; *provided*, that in the event of a disagreement with respect to such relative values, the Parties will engage a mutually agreed upon independent expert to make the final determination with respect thereto. Notwithstanding the foregoing, no Product will be sold in a Bundle if such sale would violate Applicable Law.

7.5. Excluded Losses. The following losses will not be charged to the Collaboration Profit (Loss): (i) losses of a Party to the extent attributable to a breach of this Agreement by such Party, or (ii) losses subject to indemnification pursuant to Section 13.1 (Indemnity by Partner) or Section 13.2 (Indemnity by Amgen).

7.6. Manufacturing Costs Calculation and True-Up. Manufacturing Standard Costs for a Product, calculated as part of Development Costs, will be included in Amgen Costs and Partner Costs, as applicable, at the time of manufacture of such Product. Prior to Technical Feasibility, Manufacturing Actual Costs for a Product intended for use in a clinical trial, calculated as part of Development Costs, will be included in Amgen Costs and Partner Costs, as applicable, at the time of manufacture of such Product. After Technical Feasibility, Manufacturing Actual Costs for a Product intended for use in a clinical trial, calculated as part of Development Costs, will be included in Amgen Costs and Partner Costs, as applicable, at the time such Product is shipped to a site for use of such Product in a clinical trial. Subject to Section 4.4 (Distribution), Manufacturing Actual Costs for a Product for commercial use, calculated as part of General Costs, will be included in Amgen Costs and Partner Costs, as applicable, at the time of sale of such Product. In addition, due to the fact that Manufacturing Actual Costs may not be known at the time such costs are to be included within the Collaboration Profit (Loss), for the purposes of determining Development Costs or General Costs for a particular calendar quarter, the Manufacturing Lead will, to the extent any manufacturing costs are to be calculated using Manufacturing Actual Costs, use the then-current estimated Manufacturing Actual Costs for such calendar quarter. By March 31 of each calendar year, the Manufacturing Lead will reconcile the estimated Manufacturing Actual Costs included in Development Costs and General Costs in the prior calendar year with the final Manufacturing Actual Costs for such Product and provide such reconciliation to the other Party. If such reconciliation leads to an over or under payment by either Party, a balancing payment will be made between the Parties in order to maintain the intended profit and loss sharing allocation set forth in this Agreement within thirty (30) days after delivery of such reconciliation report by the Manufacturing Lead and agreement thereon by the Parties.

7.7. Budget Deadlocks. In the event that the JSC is unable to approve [*] Development Budget, Operations Budget or Commercialization Budget prior to the expiration of any such budget, then, until approval of such budget by the CRC, each Party will be entitled to continue the Designated Amgen Activities and Designated Partner Activities, as applicable, and include its Development Costs and General Costs, as applicable, in the calculation of Collaboration Profit (Loss) for any calendar quarter not covered by an approved budget, until such time as the aggregate Development Costs and General Costs of such Party included in the calculation of Collaboration Profit (Loss) for [*] equal the amount of such Party's Development Costs and General Costs included in the then most recent estimate provided under Sections 7.2.1 (Partner Costs) and 7.2.2 (Amgen Costs), as applicable, plus [*] of such estimate.

7.8. Program Recommitment. [*], after the applicable Continued Development Meeting for a Product has been held and upon consultation at the CRC, in the event either (or both) Party(ies) do not wish to continue to participate in the continued development and commercialization of such Product, each Party will have the right to suspend its participation by providing the other Party with a written notice thereof on or prior to [*] days following the applicable Continued Development Meeting. A Party so suspending its commitment will be referred to as a

"Suspending Party" and a Party not doing so a *"Non-Suspending Party"*.

7.8.1. *Suspension.*

7.8.1.1. *Suspension Election.* If only one Party delivers a notice of suspension with respect to a Product (a *"Suspension Election"*), then the remaining provisions of this Section 7.8 (Program Recommitment) shall apply. If both Parties deliver a notice of suspension with respect to a Product, then the Agreement shall be deemed to be terminated with respect to such Product in accordance with Section 14.2 (Termination for Convenience) and Section 14.6.1 (Product by Product Termination) and Amgen shall be the Continuing Party with respect to such Product.

7.8.1.2. *Transition.* Upon making a Suspension Election, the Suspending Party will, at the Non-Suspending Party's cost, undertake all reasonable efforts to effect a smooth and orderly transition of its development, regulatory and commercial activities and responsibilities under this Agreement with respect to such Product to the Non-Suspending Party. If the Suspending Party is the Manufacturing Lead for such Product, then, at the Non-Suspending Party's cost, the Suspending Party will use all reasonable efforts to continue to supply Product for clinical use and complete any commercial process development activities initiated prior to the effective date of such Suspension Election; *provided*, that, the Manufacturing Lead will have the right to transition such manufacturing to a contract manufacturer or, if agreed to by the Non-Suspending Party, to the Non-Suspending Party. For clarity, from and after the effective date of any Suspension Notice, the Suspending Party shall not be liable for any Development Costs or General Costs for such Product committed before the effective date of the Suspension Notice but not yet incurred at that date or otherwise incurred after such date.

7.8.1.3. *Committee Participation.* Upon making a Suspension Election and until such time as the Suspending Party elects to resume funding its share of Development Costs and General Costs with respect to such Product pursuant to Section 7.8.2 (Re-Entry Right) below, the Suspending Party's right to participate on the CRC, the JSC, any JPT and any subcommittee or subteam thereunder will be limited to a right to participate in any meetings brought before such committee or team without any right to vote on any matter that specifically relates to such Product (for clarity the Suspending Party will retain the right to vote on any matter that relates to any other Product). Additionally, if the Suspending Party was the Development Lead and Commercial Lead for such Product, then the Non-Suspending Party shall be the Development Lead and Commercial Lead going forth, and the Suspending Party shall not be entitled to resume such role even if such Party elects to resume funding its share of Development Costs and General Costs with respect to such Product pursuant to Section 7.8.2 (Re-Entry Right) below. Additionally, the Non-Suspending Party shall promptly share with, and provide access to, the Suspending Party (i) all clinical trial data and results within the

Program Intellectual Property, (ii) such other Know-How within the Product Intellectual Property generated before the date of the Suspension Election; and (iii) any other information reasonably requested by the Suspending Party related to such Product.

7.8.1.4. *Subsequent Termination.* If the Non-Suspending Party subsequently decides that it is no longer willing to continue further development and commercialization of the Product, then the Non-Suspending Party may elect to terminate further development and commercialization by providing the Suspending Party with [*] prior written notice (a "*Termination Election*"). If the Suspending Party is Partner and Amgen delivers a Termination Election during the Re-Entry Period, then upon receipt of such Termination Election from Amgen, Partner shall have the right upon prior written notice, delivered by no later than [*] following receipt of Amgen's Termination Election, to elect to continue with the further development and commercialization of the Product, in which case, Partner shall thereafter be deemed to be the Non-Suspending Party and Amgen shall be deemed to be the Suspending Party. If Partner does not elect within such [*] period to continue with such development or commercialization or if Partner is the Non-Suspending Party, then upon the effective date of a Termination Election, the Agreement shall be deemed to be terminated with respect to such Product in accordance with Section 14.2 (Termination for Convenience) and Section 14.6.1 (Product by Product Termination) and Amgen shall be the Continuing Party with respect to such Product.

7.8.2. *Re-Entry Rights.*

7.8.2.1. *Re-Entry Period.* With respect to any non-terminated Product subject to a Suspension Election, at any time beginning upon receipt of the Suspension Election until [*] following the receipt of the flash memo for the applicable Stage 2 Clinical Trial for such Product and receipt of any information requested by the Suspending Party that is reasonably necessary to determine whether to re-enter the program (the "*Re-Entry Period*"), the Suspending Party will have the right to re-enter the program by written notice (a "*Re-Entry Notice*") to the Non-Suspending Party, effective as of the date of receipt of such notice by the Non-Suspending Party.

7.8.2.2. *Re-Entry Payment.* In the event of such re-entry, the Suspending Party will pay the Non-Suspending Party an amount equal to [*].

7.8.2.3. *Lapse.* If the Suspending Party fails to provide the Re-Entry Notice with respect to a Product during the applicable Re-Entry Period, then the Suspending Party shall be deemed to have terminated the Agreement with respect to such Product in accordance with Section 14.2 (Termination for Convenience) and Section 14.6.1 (Product by Product Termination).

7.8.2.4. Out-license. If, during the Re-Entry Period for a Product, the Non-

Suspending Party elects to grant to a bona fide Third Party the exclusive right to develop or commercialize such Product in any country within the Collaboration Territory, then the Non-Suspending Party will provide the Suspending Party with [*] prior written notice (the "Out-License Election"). If the Suspending Party fails to provide a Re-Entry Notice within [*] of receipt of the Out-License Election and the Out-License Election relates to only certain countries within the Collaboration Territory, then the Suspending Party's right to re-enter the program shall exclude such countries. If the Suspending Party fails to provide a Re-Entry Notice within [*] of receipt of the Out-License Election and the Out-License Election relates to all countries within the Collaboration Territory, then, then the Suspending Party's right to provide a Re-Entry Notice with respect to such Product shall terminate.

8. PAYMENTS

8.1. Appropriate Measure of Value. Each of the Parties acknowledges that the value provided by the other hereunder is comprised of many related items, including performance of various services, access to development, regulatory, manufacturing and commercial expertise, clinical data and other financial and non-financial consideration and that the amount of the Inventorship Margin, and the ratio of profit and expense sharing set forth herein are intended to capture such value as an aggregate. Therefore, the increase, decrease or lapse of any particular items or rights (including Patents), including allocation of operational responsibilities between the Parties, will not affect the amount of such payment, or the ratio of profit and expense sharing and the Parties agree that both the amount and duration of such payment and the ratio of profit and expense sharing are reasonable.

8.2. No Other Compensation. Other than as explicitly set forth in this Agreement, neither Party will be obligated to pay any additional fees, milestone payments, royalties or other payments of any kind to the other hereunder.

8.3. Currency.

8.3.1. *Payments.* All payments made hereunder between the Parties will be made in U.S. Dollars except as set forth in Section 8.5 (Blocked Currency) or as otherwise agreed by the Parties. Each Party will pay all sums due hereunder by wire transfer, or electronic funds transfer (EFT) in immediately available funds. If the EFT option is chosen by Amgen or Partner, a completed electronic funds transfer form will be provided in a timeframe that facilitates timely payment. Each Party will promptly notify the other Party of the appropriate account information to facilitate any such payments. All amounts set forth in any budget established under this Agreement will be expressed in U.S. Dollars except as otherwise agreed by the Parties.

8.3.2. *Conversions.* With respect to amounts required to be converted into another currency for calculation or payment, hereunder, such amounts will be converted using a rate of exchange which corresponds to the rate used for conversion

between the relative currencies by whichever Party recorded the relevant receipt or expenditure, for the respective reporting period in its books and records that are maintained in accordance with GAAP or IFRS, as the case may be. If a Party is not required to perform such a currency conversion for its GAAP or IFRS reporting with respect to the applicable period, then for such period such Party will make such conversion using the rate of exchange which corresponds to the noon buying rate as published in the Wall Street Journal, Eastern U.S. Edition on the second to last business day of the calendar quarter (or such other publication as agreed-upon by the Parties) in which such receipt or expenditure was incurred.

8.4. Audits. Each Party will keep complete and accurate records pertaining to the activities to be conducted hereunder in sufficient detail to permit the other Party (the *"Auditing Party"*) to confirm the accuracy of all payments due hereunder, and such records will be open (in such form as may be available or reasonably requested) to inspection for [*] following the end of the period to which they pertain. The Auditing Party will have the right, at its own expense to have an independent, certified public accountant, selected by it, perform a review of the records of the other Party (the *"Audited Party"*) applicable to amounts payable hereunder (including any records kept in the ordinary course of the Audited Party's business) during regular business hours, with not less than ten (10) business days' advance written notice and under reasonable obligations of confidentiality. The report of such accountant will be made available to both Parties simultaneously, promptly upon its completion. The Auditing Party's right to perform an audit pertaining to any calendar year will expire [*] after the end of such year and the books and records for any particular calendar year will only be subject to one (1) audit. Should an inspection pursuant to this Section 8.4 (Audits) lead to the discovery of a payment discrepancy, then the appropriate Party will pay to the other the amount of the discrepancy (plus, if the error was in favor of the Auditing Party, interest accrued at the Contract Interest Rate, compounded annually from the day the relevant payment(s) were due). If a payment discrepancy was greater than [*] of the correct amount for the audited period and the discrepancy was in favor of the Audited Party, then the Audited Party will pay the reasonable out-of-pocket cost of such inspection, but in no case will the costs of an audit pursuant to this Section 8.4 (Audits) be included in Partner Costs or Amgen Costs or otherwise included in the calculation of Collaboration Profit (Loss). This Section 8.4 (Audits) does not apply to or include manufacturing audits or regulatory inspections.

8.5. Blocked Currency. If Applicable Law in the Collaboration Territory prevents the prompt remittance of any payments with respect to sales therein, the paying Party will have the right and option to make such payments by depositing the amount thereof in local currency to the other Party's account in a bank or depository in such country.

8.6. Taxes.

8.6.1. *Withholding.* If Applicable Law requires a Party to pay or withhold Taxes with respect to any payment to be made pursuant to this Agreement, the paying Party will notify the other in writing of such payment or withholding requirements prior to making the payment and provide such assistance to the receiving Party,

including the provision of such documentation as may be required by a tax authority, as may be reasonably necessary in such Party's efforts to claim an exemption from or reduction of such Taxes. Each Party will withhold any Taxes required by law to be withheld from the amount due, remit such Taxes to the appropriate tax authority, and furnish the other Party with proof of payment of such Taxes promptly following payment thereof. If Taxes are paid to a tax authority, each Party will provide the other such assistance as is reasonably required to obtain a refund of Taxes withheld, or obtain a credit with respect to Taxes paid. In the event that the governing tax authority retroactively determines that a payment made by a Party to the other pursuant to this Agreement should have been subject to withholding (or to additional withholding) for Taxes, and such Party (the "*Withholding Party*") remits such withholding Taxes to the tax authority, the Withholding Party will have the right to offset such amount, including any interest and penalties that may be imposed thereon (except to the extent any such interest or penalties result from the negligence of the Withholding Party), against future payment obligations of the Withholding Party under this Agreement (or, at the option of the Withholding Party, the Withholding Party will have the right to invoice the other Party for such amount, and the other Party will pay such amount within sixty (60) days of the receipt of such invoice); *provided*, that the Withholding Party may also pursue reimbursement by any other available remedy.

8.6.2. *Indirect Taxes.* All payments are exclusive of Indirect Taxes. If any Indirect Taxes are chargeable in respect of any payments, the paying Party shall pay such Indirect Taxes at the applicable rate in respect of such payments following receipt, where applicable, of an Indirect Taxes invoice in the appropriate form issued by the receiving Party in respect of those payments. The Parties shall issue invoices for all amounts payable under this Agreement consistent with Indirect Tax requirements and irrespective of whether the sums may be netted for settlement purposes. If such amounts of Indirect Taxes are refunded by the applicable Governmental Authority or other fiscal authority subsequent to payment, the Party receiving such refund will transfer such amount to the paying Party within forty-five (45) days of receipt.

8.6.3. *Employee Taxes.* Each Party shall be responsible for taxes based on, imposed on or calculated by reference to any employees employed by that Party.

8.6.4. *Imports.* For the avoidance of doubt, the Parties acknowledge and agree that none of the upfront payment or royalties payable under this Agreement are related to the license (or right) to import or any import of Products. The Parties shall cooperate in accordance with Applicable Laws to ensure where permissible no import duties are paid on imported Product. The Parties shall cooperate to ensure that the Party responsible for shipping values clinical Product in accordance with Applicable Laws and minimises where permissible any such duties and any related import taxes that are not reclaimable from the relevant authorities. The receiving Party shall be responsible for any import clearance, including payment of any import duties and similar charges, in connection with any Products transferred to such Party under this Agreement.

8.6.5. *Payment Flows.* The Parties recognize that this Agreement is global in nature and does not set out in detail how the financial flows will be implemented at a legal entity level in order to achieve the economic sharing of profits and losses generated by the Products as set forth in this Agreement. At least eighteen (18) months prior to first commercial launch of a Product, the Parties will discuss and agree upon the principles for such profit and loss sharing at a legal entity level. The Parties will use reasonable efforts to minimize the impact on both Parties of irrecoverable and/or non-creditable Indirect Taxes, including, where appropriate, causing their local Affiliates to enter into a "Marketing Services Agreement" with one another or otherwise discussing how to address the issue. For clarity, the provisions of this Section 8.6.5 (Payment Flows) will in no way change the allocation between the Parties of Development Costs and General Costs set forth in Section 7.2.8.1 (Costs) or of Net Revenues set forth in Section 7.2.8.2 (Profits).

8.7. Late Payment. Any payments or portions thereof due hereunder which are not paid when due will bear interest at the Contract Interest Rate, compounded annually, calculated on the number of days such payment is delinquent. This Section 8.7 (Late Payment) will in no way limit any other remedies available to either Party.

8.8. Change in Accounting Periods. From time to time, either of the Parties may change its accounting and financial reporting practices from calendar quarters and calendar years to fiscal quarters and fiscal years or vice versa. If a Party notifies the other in writing of a change in its accounting and financial reporting practices from calendar quarters and calendar years to fiscal quarters and fiscal years or vice versa, then thereafter, beginning with the period specified in the notice, the Parties will cooperate to determine a way to report and reconcile each Party's accounting periods so as to facilitate payments to be made hereunder.

9. DISTRACTING PRODUCTS

9.1. Distracting Program. Except as set forth in Sections 9.2 (Post-Effective Date Affiliates), 9.3 (Termination, Divestiture or Inclusion) and 9.4 (Pre-Clinical Research and Development Programs):

9.1.1. Partner will not, during the Term and, other than in the event of termination by Partner pursuant to Section 14.3 (Termination for Breach), for [*] thereafter, itself or through its Affiliates, conduct or participate in, or advise, assist or intentionally enable any Third Party to conduct or participate in, any Distracting Program anywhere in the world; *provided*, that [*];

9.1.2. Amgen will not, during the Term, itself or through its Affiliates, conduct or participate in, or advise, assist or intentionally enable any Third Party to conduct or participate in, any Distracting Program in the Collaboration Territory; and

9.1.3. [*].

9.2. Post-Effective Date Affiliates. If a Party enters into a Distracting Transaction then it will provide notice to the other Party, within [*] business days after the closing of the Distracting Transaction, describing in reasonable detail, to the extent permitted by Applicable Law and without disclosing any proprietary information, the Distracting Program. During the pendency of any potential Distracting Transaction, and until the provisions of Section 9.3 (Termination, Divestiture or Inclusion) are fully implemented, the Party entering into the Distracting Transaction will Segregate the Distracting Program from programs for the Products.

9.3. Termination, Divestiture or Inclusion. The notice provided pursuant to Section 9.2 (Post-Effective Date Affiliates) will include a notification as to whether the Party entering into the Distracting Transaction intends to Divest, terminate or include in the collaboration the Distracting Program in accordance with this Section 9.3 (Termination, Divestiture or Inclusion):

9.3.1. *Divestiture*. If a Party elects to Divest the Distracting Program, then it will Segregate such Distracting Program from the programs for the Products and Divest such Distracting Program within [*] months of the closing of the Distracting Transaction. The divesting Party and its Affiliates (including the Affiliate with the Distracting Program) will not directly or indirectly assert any intellectual property or proprietary right embodied in the Distracting Program and under the control of the divesting Party or its Affiliates as a result of the Distracting Transaction, against or with respect to Products or otherwise obstruct the Parties' (or their Affiliates, sublicensees', contractors' or agents') efforts under this Agreement or, if Partner is the divesting Party, Amgen's (or its Affiliates, sublicensees', contractors' or agents') efforts with respect to Products in the Excluded Territory. If the divesting Party fails to complete a divestiture of the Distracting Program within [*] months of the closing of the Distracting Transaction, then such Party will be deemed to have chosen to terminate the Distracting Program, effective as of such [*] month anniversary, and will promptly comply with the requirements of Section 9.3.2 (Termination); *provided*, that if at the expiration of such [*] month period, the divesting Party has agreed terms with a Third Party to Divest the Distracting Program then such [*] month period will be extended as required for the divesting Party and such Third Party to consummate the transaction, but in no event will such extension exceed an additional [*] days.

9.3.2. *Termination.* If a Party elects to terminate such Distracting Program, it will terminate all activities of such Distracting Program within [*] days after the closing of the Distracting Transaction, during which period it will Segregate such Distracting Program from the programs for the Products. The terminating Party and its Affiliates will not directly or indirectly assert any intellectual property or proprietary right of the Distracting Program against or with respect to Products or otherwise to obstruct the Parties' (or their Affiliates, sublicensees', contractors' or agents') efforts under this Agreement or if Partner

is the terminating Party, Amgen's (or its Affiliates, sublicensees', contractors' or agents') efforts with respect to Products in the Excluded Territory during such termination period or thereafter.

9.3.3. *Inclusion.* If a Party elects to include the Distracting Program in the collaboration, then such Party (the "*Distracting Transaction Party*") will provide written notice within [*] days after the closing of the Distracting Transaction of such election to the other Party, together with a non-confidential summary of the related Distracting Program. If the non-Distracting Transaction Party desires to evaluate such Distracting Program, then the non-Distracting Transaction Party will notify the Distracting Transaction Party within [*] days of its receipt of such notice. Promptly after the Distracting Transaction Party's receipt of such evaluation notice, the Distracting Transaction Party will provide the non-Distracting Transaction Party with a confidential summary of the Distracting Program, including material pre-clinical and clinical data and proposed development plan and budget (as well as such other information that the non-Distracting Transaction may reasonably request), which summary will be deemed to be Confidential Information of the Distracting Transaction Party under this Agreement (and the non-Distracting Transaction Party shall be entitled to use such information solely for the purpose of evaluating whether to include such Distracting Program in the collaboration). Within [*] days of its receipt of such summary, the non-Distracting Transaction Party will notify the Distracting Transaction Party of its election to either (i) include the Distracting Program in the collaboration or (ii) decline to include such Distracting Program in the collaboration. If the non-Distracting Transaction Party agrees in writing to include such Distracting Program in the collaboration, then (a) the Distracting Program will be included under the terms of this Agreement and all the technology, intellectual property and tangible materials (including biological compounds, chemical compounds, intermediates, assays, screens, animal models and reagents) of such Distracting Program will be considered within the Product Intellectual Property; (b) the Distracting Products included in the Distracting Program will be deemed Products hereunder; (c) a JPT will be formed for each such Distracting Product and each such JPT will develop a Development Plan and Development Budget for each Distracting Product, for review and approval by the JSC; (d) all Development Costs, General Costs and profits with respect to each such Distracting Product [*]; and (e) the Parties will enter into an amendment or supplement to this Agreement to the extent necessary to specify which Party will be the Development Lead, Manufacturing Lead, and Commercial Lead, plus such other changes, modifications and assignments as are reasonably necessary to effectuate the addition of such Distracting Product. If the non-Distracting Transaction Party does not agree to include such Distracting Program in the collaboration, then (i) from and after the date of such election, the obligations of the Distracting Transaction Party set forth in Section 9.1 (Distracting Program) will no longer apply with respect to such Distracting Program, and (ii) the non-Distracting Party shall destroy the confidential summary of the Distracting Program provided to it by the Distracting Transaction Party (*provided*, that the non-Distracting Party shall be

entitled to retain one (1) copy of such information for its record-keeping purposes).

9.4. Pre-Clinical Research and Development Programs. Notwithstanding anything in this Article 9 (Distracting Products), either Party will have the right, either itself or through its Affiliates, to conduct non-clinical research and non-clinical development on any Distracting Product, subject to this Section 9.4 (Pre-Clinical Research and Development). At least [*] days prior to the anticipated initiation of the first [*] for such Distracting Product, the Party conducting such activities (the *"Researching Party"*) will notify the non-Researching Party and provide a non-confidential summary of the related Distracting Program to the non-Researching Party (*"Program Notice"*). If the non-Researching Party desires to evaluate such Distracting Program, then the non-Researching Party will notify the Researching Party within thirty (30) days of its receipt of the Program Notice. Promptly after the Researching Party's receipt of such evaluation notice, the Researching Party will provide the non-Researching Party with a confidential summary of the Distracting Program, including material pre-clinical data and proposed development plan and budget (as well as such other information that the non-Researching Party may reasonably request), which summary will be deemed to be Confidential Information of the Researching Party under this Agreement (and the non-Researching Party shall be entitled to use such information solely for the purpose of evaluating whether to include such Distracting Program in the collaboration). Within [*] days of its receipt of such summary, the non-Researching Party will notify the Researching Party of its election to either (i) include the Distracting Program in the collaboration, in which case the terms of Section 9.3.3 (Inclusion) will apply with respect to such Distracting Program (*provided*, that the Researching Party will be entitled to receive a [*]) or (ii) decline to include such Distracting Program in the collaboration. If the non-Researching Party declines to include such Distracting Program in the collaboration, then (i) from and after the date of such election, the obligations of the Researching Party set forth in Section 9.1 (Distracting Program) will no longer apply with respect to such Distracting Program, and (ii) the non-Researching Party shall destroy the confidential summary of the Distracting Program provided to it by the Researching Party (*provided*, that the non-Research Party shall be entitled to retain one (1) copy of such information for its record-keeping purposes).

9.5. Reasonable Restrictions. Each of the Parties acknowledges the provisions of this Article 9 (Distracting Products) are reasonable and necessary to protect the legitimate interests of the other Party and to encourage the free sharing of information between the Parties with respect to Products, and each of the Parties agrees not to contest such limitations in any proceeding. Each Party acknowledges that the other Party would not have entered into this Agreement absent the restrictions set forth in this Article 9 (Distracting Products) and that a breach or threatened breach of this Article 9 (Distracting Products) would be likely to result in irreparable harm to such Party for which there is no adequate remedy at law. Therefore, the Parties will be entitled to obtain from any court of competent jurisdiction injunctive relief, specific performance, and an equitable accounting of any earnings, profits or benefits arising out of any such breach without the requirement to post a bond or to demonstrate irreparable harm, balancing of harms, consideration of the public

interest or inadequacy of monetary damages as a remedy. Nothing in this Section 9.5 (Reasonable Restrictions) is intended or will be construed to limit in any way either Party's right to equitable relief or any other remedy for breach of this or any other provision of this Agreement.

10. INTELLECTUAL PROPERTY

10.1. Invention Ownership. Each Party will own all right, title, and interest in and to all Inventions that are made by or on behalf of such Party, solely or independent of the other Party, and all intellectual property rights related thereto, and any Invention that is jointly made will be owned jointly by the Parties. Inventorship will be determined according to United States Patent Law (without reference to any conflict of law principles).

10.2. Copyright Ownership; Certain Confidential Information. Each Party will own all right, title, and interest in and to all Copyrights created pursuant to this Agreement that are authored by or on behalf of such Party, solely or independent of the other Party, and all intellectual property rights related thereto. The Parties will jointly own all right, title, and interest in and to all Copyrights created pursuant to this Agreement that are authored by or on the behalf of the Parties jointly, and all intellectual property rights related thereto. Notwithstanding the foregoing, any Copyrights pertaining to Promotional Materials or training materials for a Product will be owned solely by the Commercial Lead for such Product.

10.3. Joint Ownership. Except as expressly provided in this Agreement, it is understood that neither Party will have any obligation to obtain any approval or consent of, nor pay a share of the proceeds to or account to, the other Party to practice, enforce, license, assign or otherwise exploit Inventions or intellectual property (including Copyrights and Product Trademarks) owned jointly by the Parties hereunder, and each Party hereby waives any right it may have under the laws of any jurisdiction to require such approval, consent or accounting. Each Party agrees to cooperate with the other Party, as reasonably requested, and to take such actions as may be required to give effect to this Section 10.3 (Joint Ownership) in a particular country within the Collaboration Territory.

10.4. License Grant by Amgen. Amgen hereby grants and causes its Affiliates to grant to Partner during the Term a [*], fully-paid, royalty-free license to Amgen Intellectual Property and Program Intellectual Property solely (i) to the extent necessary to conduct the Designated Partner Activities and (ii) to exercise and perform Partner's other rights and obligations under the terms of this Agreement. Such license is sublicensable by Partner or its Affiliates solely in accordance with Section 6.4 (Use of Affiliates and Third Party Contractors).

10.5. License Grant by Partner. Partner hereby grants and causes its Affiliates to grant to Amgen and its Affiliates a [*], fully-paid, royalty-free license to Partner Intellectual Property and Program Intellectual Property solely (i) to the extent necessary to conduct the Designated Amgen Activities and (ii) to exercise and perform Amgen's other rights and obligations under the terms of this Agreement. The foregoing license is sublicensable by Amgen or its Affiliates in accordance with Section 6.4 (Use of Affiliates and Third Party Contractors). Additionally, Partner hereby grants and causes its Affiliates to grant to Amgen and its Affiliates a [*], irrevocable, fully-paid, royalty-free, world-wide license to Partner Intellectual Property and Program Intellectual Property solely to use, make, have made, sell, offer for sale and import Products for all uses in the Excluded Territory (which license is sublicensable by Amgen or its Affiliates to Third Parties to whom Amgen or its Affiliates also grant a license in the Excluded Territory to Know-How or Patents owned or controlled by Amgen with respect to Product(s) , or the manufacture, formulation or use thereof; [*]).

10.6. Prosecution and Maintenance.

10.6.1. *Amgen Intellectual Property*. Subject to the provisions of Section 2.10 (Patent Coordinators), Amgen will control, itself or through outside counsel, and have final decision making authority (after consultation with Partner in accordance with the terms and conditions of this Agreement) with respect to the Prosecution and Maintenance of the Patents within the Amgen Intellectual Property in the Collaboration Territory that claim a Product, and with respect to preparation and filing for any Patent Extensions.

10.6.2. *Partner Intellectual Property*. Subject to the provisions of Section 2.10 (Patent Coordinators), Partner will control, itself or through outside counsel, and have final decision making authority (after consultation with Amgen in accordance with the terms and conditions of this Agreement) with respect to the Prosecution and Maintenance of the Patents within the Partner Intellectual Property in the Collaboration Territory that claim a Product, and with respect to preparation and filing for any Patent Extensions.

10.6.3. *Program Intellectual Property*. Subject to the provisions of Section 2.10 (Patent Coordinators), Amgen will have the first right (but not the obligation) to control, through outside counsel, and have final decision making authority (after consultation with Partner in accordance with the terms and conditions of this Agreement) with respect to the Prosecution and Maintenance of the Patents and Product Trademarks within the Program Intellectual Property (the *"Program Patents and Trademarks"*), and with respect to preparation and filing for any

Patent Extensions. If Amgen desires to abandon the prosecution of a Program Patent or Trademark, then it will inform Partner thereof in writing with sufficient advance notice to reasonably enable Partner to assume the filing or prosecution of such Program Patent or Trademark (but in no event later than [*] days prior to the next deadline for any action that may be taken with respect such Program Patent or Trademark with the U.S. Patent and Trademark Office or any non-U.S. patent office) at Partner's non-reimbursable cost.

10.6.4. *Review and Comment Rights - Patents*. Through the Patent Coordinators: (i) the filing Party will provide the non-filing Party with copies of and an opportunity to review and comment upon the text of the applications relating to the applicable Patents at least [*] days before filing; *provided*, that if it is not reasonably practicable to provide such application in such [*] day period, then the filing Party will provide either a draft copy of such application or a statement of intent to file such application in such [*] day period; (ii) the filing Party will provide the non-filing Party with a copy of each submission made to and document received from a patent authority, court or other tribunal regarding any Patent reasonably promptly after making such filing or receiving such document, including a copy of each application for each Patent as filed together with notice of its filing date and application number; (iii) the filing Party will keep the non-filing Party advised of the status of all material communications, and actual and prospective filings or submissions regarding the Patents, and will give the non-filing Party copies of and an opportunity to review and comment on any such material communications, filings and submissions proposed to be sent to any patent authority or judicial body; and (iv) the filing Party will consider in good faith the non-filing Party's comments on such communications, filings and submissions for the Patents. With respect to any filings or other materials provided to the non-filing Party under this Section 10.6 (Prosecution and Maintenance), the filing Party will have the right to redact any manufacturing information and any information relating to any product other than Products from any such filings and materials. Either Patent Coordinator may escalate to the JSC whether to obtain any license to Third Party Patents or Know-How; *provided*, that in the event of a disagreement at the JSC with respect to such decision, Amgen will make the final decision with respect thereto.

10.6.5. *Review and Comment Rights - Product Trademarks.* Through the Patent Coordinators: (i) the filing Party will provide the non-filing Party with copies of and an opportunity to review and comment upon the text of each application relating to registration of a Product Trademark at least [*] business days before filing; (ii) the filing Party will provide the non-filing Party with a copy of each submission made to and document received from a trademark registration authority, court or other tribunal regarding any Product Trademark reasonably promptly after making such filing or receiving such document, including a copy of each application for registration of each Product Trademark as filed together with notice of its filing date and application number; (iii) the filing Party will keep the non-filing Party advised of the status of all material communications, and actual and prospective filings or submissions regarding the application for

registration of Product Trademarks, and will give the non-filing Party copies of and an opportunity to review and comment on any such material communications, filings and submissions proposed to be sent to any trademark registration authority or judicial body; and (iv) the filing Party will consider in good faith the non-filing Party's comments on such communications, filings and submissions for the Product Trademarks.

10.7. Defense and Settlement of Third Party Claims of Infringement. If a Third Party asserts that Patents, Know-How or other rights owned or controlled by it are infringed by the activities hereunder of either of the Parties, then defense of such claim (an "*Infringement Claim*") will be managed in accordance with the provisions of Section 13.4 (Defense of Third Party Claims), with coordination and cooperation between the Defending Party and Assisting Party occurring via the Patent Coordinators. If either Party seeks to initiate a nullification, declaratory judgment, revocation, or opposition proceeding against any such Patents, Know-How or other rights in response to prospective or actual Third Party Claims of Infringement, the Parties will coordinate and cooperate in regard to such proceedings in accordance with the procedures set forth in Section 13.4 (Defense of Third Party Claims), with coordination and cooperation between the Defending Party and Assisting Party occurring via the Patent Coordinators.

10.8. Enforcement. Except as expressly set forth in this Section 10.8 (Enforcement), each Party will retain all its rights to control the enforcement of its own intellectual property. Amgen will have the first right (but not the obligation) to enforce the Program Intellectual Property against any Third Party that is developing, manufacturing, selling, or importing a product or service that competes with a Product; *provided*, that Partner will have the right to approve in writing any settlement of any claim, suit or action involving its intellectual property that admits the invalidity or unenforceability of its intellectual property or imposes on Partner restrictions or obligations. If Amgen fails to bring any such action or proceeding within forty-five (45) days (or twenty-five (25) days in the case of an action brought under the Biologics Price Competition and Innovation Act of 2009 (or any amendment or successor statute thereto) or within the time frame of any other relevant regulatory or statutory framework that may govern) of a request by Partner to do so (or, if sooner, five (5) days before the time limit, if any, set forth in the relevant laws and regulations for the filing of such actions), or earlier notifies Partner in writing of its intent not to bring such action or proceeding, then Partner will have the right (but not the obligation) to bring any such action or proceeding by counsel of its own choice; *provided*, that Amgen will have the right to approve in writing any settlement of any claim, suit or action involving its intellectual property that admits the invalidity or unenforceability of its intellectual property or imposes on Amgen restrictions or obligations. The non-enforcing Party will reasonably assist the enforcing Party with respect to any such enforcement in the Collaboration Territory, including, in the event that it is determined that the non-enforcing Party is an indispensable Party to such action, by being named as a Party in such action, and cooperate in any such action at the enforcing Party's request. Without limiting the foregoing, the enforcing Party will keep the non-enforcing Party advised of all material communications, actual and prospective filings or submissions regarding such action, and will provide the non-enforcing Party copies of and an

opportunity to review and comment on any such material communications, filings and submissions (*provided*, that the enforcing Party will have the right to redact any manufacturing information and any information relating to any product other than Products from any such materials). All Recoveries will be retained by or paid to Amgen (whether Amgen is the enforcing Party or not), but to the extent such Recoveries were obtained with respect to a Product or a product that competes directly with a Product, the same shall be included in Net Revenues for the period in which such Recovery is made.

10.9. Patent Term Extensions. Each non-filing Party will provide reasonable assistance to the filing Party in connection with obtaining supplementary protection certificates, patent term extensions or similar protection for Patents (*"Patent Extensions"*) within the Product Intellectual Property or otherwise licensed or assigned hereunder as determined by the Patent Coordinators. To the extent reasonably and legally required to obtain any such Patent Extensions in a particular country, the non-filing Party will make available to the filing Party copies of all necessary documentation to enable the filing Party to use the same for the purpose of obtaining Patent Extensions in such country. Notwithstanding Section 10.6 (Prosecution and Maintenance) above, the Patent Coordinator for the Commercial Lead will have the right to make the final decision as to which Patents within the Amgen Intellectual Property, Partner Intellectual Property or Program Intellectual Property will be extended with respect to the Product(s) for which such Party is the Commercial Lead.

10.10. Trademarks.

10.10.1. *Title*. The Parties will jointly own all right, title and interest in and to the Product Trademarks unless the local laws of any country prohibit joint ownership in which case Amgen shall own the Product Trademarks in those countries. Neither Party will, and will ensure that its Affiliates do not: (i) challenge any Product Trademark or the registration thereof in any country; (ii) file, register or maintain any registrations for any trademarks or trade names that are confusingly similar to any Product Trademark (other than for a Product), in any country without the express prior written consent of the other Party; or (iii) authorize or assist any Third Party to do the foregoing.

10.10.2. *Required Use and Compliance*.

10.10.2.1. Promotional Materials and all packaging and package inserts for Products in the Collaboration Scope will display the Amgen Housemarks and the Partner Housemarks to the extent allowed by Applicable Law and in accordance with the Brand Plan. Except for the use of the Amgen Housemarks and the Partner Housemarks as may be expressly set forth in the Brand Plan, each Party will promote Products in the Collaboration Scope only under the Product Trademarks.

10.10.2.2. Each Party agrees that it and its Affiliates will: (i) ensure that each use of the Product Trademarks and the other Party's Housemarks by such Party is accompanied by an acknowledgement that such Product Trademarks are jointly owned and such Housemarks are owned by the

other Party; (ii) not use such Product Trademarks or the other Party's Housemarks in a way that might materially prejudice their distinctiveness or validity or the goodwill of the other Party therein; and (iii) not use any trademarks or trade names so resembling any of such Product Trademarks or the other Party's Housemarks as to be likely to cause confusion or deception.

10.10.3. *Housemark Licenses*.

10.10.3.1. **To Partner**. Amgen hereby grants to Partner a [*], royalty-free license to use the Amgen Housemarks solely as set forth in the Promotional Materials and other materials provided to it by Amgen, and solely to develop, manufacture and commercialize Products in the Collaboration Scope in accordance with the Brand Plan, Country Plans and this Agreement.

10.10.3.2. **To Amgen**. Partner hereby grants to Amgen a [*], royalty-free license to use the Partner Housemarks solely as set forth in the Promotional Materials and other materials provided to it by Partner, and solely to develop, manufacture and commercialize Products in the Collaboration Scope in accordance with the Brand Plan, Country Plans and this Agreement.

10.10.4. *Respect of Trademarks*. Partner will not have, assert or acquire any right, title or interest in or to any Amgen Housemarks or the goodwill pertaining thereto, and Amgen will not have, assert or acquire any right, title or interest in or to any Partner Housemarks or the goodwill pertaining thereto, in each case by means of entering into or performing under this Agreement, except in each case for the limited licenses explicitly provided in this Agreement.

10.10.5. *Infringement.* Each Party will monitor the Product Trademarks against infringing uses within the Collaboration Scope and will promptly notify the other Party of any infringement or threatened infringement of any of the Product Trademarks of which it becomes aware. The Patent Coordinators will determine what action, if any, to take in response to any such infringement or threatened infringement of any Product Trademark.

11. CONFIDENTIALITY, PUBLICATIONS AND PRESS RELEASES

11.1. Confidentiality; Exceptions. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing, the Parties agree that, during the Term and for [*] years thereafter, the receiving Party will keep confidential and will not publish or otherwise disclose or use for any purpose any and all information or materials related to the activities contemplated hereunder that is furnished to it by the other Party pursuant to this Agreement and is identified by the disclosing Party as confidential, proprietary or the like or that the receiving Party has reason to believe is confidential based upon its own similar information (collectively, "*Confidential Information*"). For clarity, except for rights expressly granted herein, both Parties will have no right to and will not utilize

any Confidential Information of the other Party for activities outside the Collaboration Scope or for activities related to products other than the Products. Notwithstanding the foregoing, Confidential Information will not include any information to the extent that it can be established by written documentation by the receiving Party that such information:

11.1.1. was obtained or was already known by the receiving Party or its Affiliates without obligation of confidentiality as a result of disclosure from a Third Party that the receiving Party did not know was under an obligation of confidentiality to the disclosing Party with respect to such information;

11.1.2. was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party through no act or omission of the receiving Party or its Affiliates in breach of this Agreement;

11.1.3. became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party or its Affiliates in breach of this Agreement; or

11.1.4. was independently discovered or developed by the receiving Party or its Affiliates (without reference to or use of Confidential Information of the disclosing Party).

11.2. Authorized Disclosure. Except as expressly provided otherwise in this Agreement, each Party may use and disclose Confidential Information of the other Party solely as follows: (i) as reasonably necessary in conducting the activities contemplated under this Agreement; (ii) with respect to Confidential Information generated in the course of the activities conducted hereunder, to the extent pertaining specifically to a Product, for use by Amgen in connection with a Product in the Excluded Territory or disclosure by Amgen to a partner or licensee for use with respect to a Product in the Excluded Territory; (iii) to the extent such disclosure is to a Governmental Authority, as reasonably necessary in filing or prosecuting patent, copyright and trademark applications in accordance with this Agreement, prosecuting or defending litigation in accordance with this Agreement, complying with applicable governmental regulations with respect to performance under this Agreement, filing Regulatory Filings, obtaining Regulatory Approval or fulfilling post-approval regulatory obligations for a Product, or otherwise required by Applicable Law, *provided*, that if a Party is required by Applicable Law to make any such disclosure of the other Party's Confidential Information it will, except where impracticable for necessary disclosures (for example, in the event of medical emergency), give reasonable advance notice to the other Party of such disclosure requirement and, in the case of each of the foregoing exceptions pursuant to this subsection (iii), will use its reasonable efforts to secure confidential treatment of such Confidential Information required to be disclosed; (iv) to advisors (including lawyers and accountants) on a need to know basis in support of the purposes of this Agreement, in each case under appropriate confidentiality provisions or professional standards of confidentiality substantially equivalent to those of this Agreement; and (v) to the extent mutually agreed to by the Parties. Neither Party will disclose Confidential Information of the other Party to its personnel or to an Affiliate except to the extent such personnel

or Affiliate needs to know such information for the performance of such Party's activities hereunder.

11.3. Confidential Treatment of Terms and Conditions. The Parties agree that the terms and conditions of this Agreement will be Confidential Information of each Party, and such material terms and conditions will not be disclosed, except (i) as otherwise permitted under Section 11.2 (Authorized Disclosure) and (ii) if required by Applicable Law (including disclosure of a redacted version of this Agreement in a relevant SEC filing). Notwithstanding the foregoing, with respect to complying with the disclosure requirements of any Governmental Authority in connection with any required filing of this Agreement, the Parties will consult with one another concerning which terms of this Agreement will be requested to be redacted in any public disclosure of this Agreement, and in any event each Party will seek reasonable confidential treatment for any public disclosure by any such Governmental Authority.

11.4. Press Releases. Notwithstanding Section 11.3 (Confidential Treatment of Terms and Conditions), the Parties will issue a joint press release to announce the execution of this Agreement, which is attached hereto as the Press Release Schedule (or such other joint press release as may be mutually agreed upon in writing by the Parties) and is for use in responding to inquiries about this Agreement. Thereafter, Partner and Amgen may each disclose to Third Parties (including media interviews and disclosures to financial analysts) the information contained in such press release (but only such information) without the need for further approval by the other; *provided*, that such information is still accurate. Each Party will have the right to issue additional press releases and disclosures in regards to the terms of this Agreement only with the prior written consent of the other Party, such consent not to be unreasonably withheld (or as required to comply with Applicable Law). For any such proposed press release or disclosure, the disclosing Party will provide [*] business days' notice to the other Party and will reasonably consider the other Party's comments that are provided within [*] business days after such notice, or such shorter notice and comment periods as are reasonably required under the circumstances but not less than [*] business days.

11.5. Prior Agreement. This Agreement supersedes the Confidential Disclosure Agreement between Amgen and MedImmune, LLC (an Affiliate of AstraZeneca) dated September 14, 2011, as amended and supplemented, including any written requests thereunder with respect to information disclosed thereunder relating to the Products and activities related thereto. All confidential information exchanged between the Parties and their respective Affiliates under such agreement will be deemed Confidential Information of the disclosing Party disclosed hereunder and will be subject to the terms of this Agreement.

11.6. Publications and Program Information. Except as permitted pursuant to Section 3.5 (Clinical Trial Register), the Development Lead for a Product will have the sole right to publish and make scientific presentations with respect to such Product, and to issue press releases (except with respect to the terms of this Agreement, which is governed by Section 11.4 (Press Releases)) or make other public disclosures regarding any such Product (including with respect to its development, commercialization and regulatory matters), and the other Party will not do so without the Development Lead's prior written

consent, except as required by Applicable Law; *provided*, that any publication or presentation to be made by the Development Lead that names the other Party will require the prior consent of the other Party. The Development Lead will keep the relevant committee or team informed of its general publication strategy and presentation calendar. The Development Lead will consider any reasonable comments regarding such strategy from the other Party. In addition, the Development Lead will deliver to the other Party a copy of any proposed written publication or outline of presentation to be made by the Development Lead with respect to any scientific data pertaining to a Product in the Collaboration Scope in advance of submission for publication or presentation at least [*] days in advance of submission (or, where a copy of such publication or presentation is not available at such time, a draft or outline of such publication or a description of such presentation), and the other Party will have the right to: (i) require a delay in submission of not more than [*] days to enable patent applications protecting the other Party's rights in Inventions owned by such Party; and (ii) prohibit disclosure of any of its Confidential Information in any such proposed publication or presentation. Publications and presentations will be subject to policies mutually agreed by the Patent Coordinators to ensure appropriate protection of intellectual property rights. If there is any dispute between the Parties with regard to a proposed publication, presentation or other communication regarding this Agreement, such dispute shall be referred to the JSC for resolution (with the Development Lead for the Product having the final decision).

12. REPRESENTATIONS AND WARRANTIES

12.1. Mutual Representations and Warranties. Each of the Parties hereby represents and warrants, as of the Effective Date to the other Party as follows:

12.1.1. It is duly organized and validly existing under the Applicable Law of its jurisdiction of incorporation and it has full corporate power and authority and has taken all corporate action necessary to enter into and perform this Agreement;

12.1.2. This Agreement is a legal and valid obligation binding upon such Party and enforceable in accordance with its terms. The execution, delivery and performance of this Agreement, and compliance with its terms and provisions, and the consummation of the transaction contemplated hereby, by such Party will not materially conflict, interfere or be inconsistent with, result in any material breach of or constitute a material default under, any agreement, instrument or understanding, oral or written, to which it is a party or by which it is bound, nor to its knowledge violate any Applicable Law. The person or persons executing this Agreement on such Party's behalf have been duly authorized to do so by all requisite corporate action;

12.1.3. It has not been debarred or the subject of debarment proceedings by any Governmental Authority;

12.1.4. To its knowledge, it and its Affiliates have not violated any Anti-Corruption Law; and

12.1.5. It has not granted any right to any Third Party relating to any intellectual property or proprietary right licensed, granted or assigned by it to the other Party hereunder that conflicts with the rights licensed, granted or assigned to the other Party hereunder.

12.2. Amgen Representations and Warranties. In addition to the representations and warranties set forth in Section 12.1 (Mutual Representations and Warranties), Amgen hereby represents and warrants to Partner that, as of the Effective Date:

12.2.1. Amgen has not received written notice from any Third Party that any issued and enforceable Patent of such Third Party would be infringed by the importation, manufacture, distribution, marketing or sale of a Product (except, in each case, where Amgen may have since such time obtained a license to the relevant Patent);

12.2.2. Amgen is the sole owner of all right, title and interest in the Patents included within Amgen Intellectual Property or otherwise has the right to grant to Partner the rights to such Patents, and the Amgen Intellectual Property is not subject to any lien or other encumbrance in favor of any Third Party that conflicts with the rights or licenses of Partner hereunder;

12.2.3. No patent application or registration within the Amgen Intellectual Property is the subject of any pending interference, opposition, cancellation, or patent protest pursuant to 37 C.F.R. §1.291;

12.2.4. To Amgen's knowledge, no Third Party is [*] in the Collaboration Scope;

12.2.5. To Amgen's knowledge, the development of the Products in the Collaboration Scope by or on behalf of Amgen [*];

12.2.6. To Amgen's knowledge, there is no [*]. For the purposes of this Section 12.2.6, "[*]" does not include claims for [*] for the [*] related to [*];

12.2.7. Amgen has made available to Partner true and correct copies of the following: (i) all material Regulatory Filings for the Collaboration Territory; (ii) all material correspondence with Governmental Authorities with respect to such Regulatory Filings; (iii) all minutes of any material meetings, telephone conferences or discussions with Governmental Authorities with respect to such Regulatory Filings; and (iv) all final clinical trial reports, in each case with respect to the Products and to the extent in existence as of the Effective Date;

12.2.8. Amgen is the owner of [*] Regulatory Filings for the Products in the Collaboration Scope;

12.2.9. Except as would not be reasonably expected to have a material adverse effect on the development, manufacture or commercialization of Products, Amgen has filed with the relevant Governmental Authorities all required notices, amendments and annual reports, as well as adverse event reports, with respect to the Regulatory Filings for the Products in the Collaboration Scope in existence

as of the Effective Date;

12.2.10. To Amgen's knowledge, there is no pending action or action threatened in writing by relevant Governmental Authorities to place a clinical hold order on, or otherwise terminate or suspend, any of the Regulatory Filings for a Product in existence as of the Effective Date;

12.2.11. The Completed Clinical Trials Schedule contains a complete list of all clinical trials carried out by or on behalf of Amgen or its Affiliates in relation to the Products for which dosing of patients was completed before the Effective Date;

12.2.12. Amgen has provided Partner with true and correct copies of [*];

12.2.13. No written notice has been given or received by Amgen that [*] prior to the Effective Date; and

12.2.14. Amgen has [*].

12.3. Mutual Covenants. Each Party hereby covenants to the other Party that, during the Term:

12.3.1. it will not grant any right to any Third Party relating to any intellectual property or proprietary right licensed or assigned by it to the other Party hereunder that conflicts with the rights granted to the other Party hereunder;

12.3.2. it will not knowingly use in connection with the research, development, manufacture or commercialization to take place pursuant to this Agreement any employee, consultant or investigator that has been debarred or the subject of debarment proceedings by any regulatory agency; and

12.3.3. Each Party agrees, on behalf of itself, its officers, directors and employees and on behalf of its Affiliates, agents, representatives, consultants and subcontractors hired in connection with the subject matter of his Agreement (together with the Party, the *"Party Representatives"*) that in connection with any Designated Partner Activities or Designated Amgen Activities, as applicable:

12.3.3.1. Each Party's respective Party Representatives shall not directly or indirectly pay, offer or promise to pay, or authorize the payment of any money, or give, offer or promise to give, or authorize the giving of anything else of value, to:

(i) any Government Official in order to influence official action;

(ii) any Person (whether or not a Government Official) (a) to influence such Person to act in breach of a duty of good faith, impartiality or trust ("acting improperly"), (b) to reward such Person for acting improperly, or (c) where such Person would be acting improperly by receiving the money or other thing of value;

(iii) any other Person while knowing or having reason to know that all or any portion of the money or other thing of value will be

paid, offered, promised or given to, or will otherwise benefit, a Government Official in order to influence official action for or against either Party in connection with the matters that are the subject of this Agreement; or

(iv) any Person to reward that Person for acting improperly or to induce that Person to act improperly.

12.3.3.2. Each Party's Party Representatives shall not, directly or indirectly, solicit, receive or agree to accept any payment of money or anything else of value in violation of the Anti-Corruption Laws.

12.3.3.3. Each Party, on behalf of itself and its other Party Representatives, represents and warrants to the other Party that for the term of this Agreement and [*] thereafter each Party shall maintain accurate books and reasonably detailed records in connection with the performance of its obligation under this Agreement including all records required to establish compliance with Sections 12.3.3.1 and 12.3.3.2 above.

12.3.3.4. Each Party shall promptly provide the other Party with written notice of the following events:

(a) Upon becoming aware of any breach or violation by a Party or its Party Representative of any representation, warranty or undertaking set forth in Sections 12.3.3.1 and 12.3.3.2.

(b) Upon receiving a formal notification that it is the target of a formal investigation by a Governmental Authority for a Material Anti-Corruption Law Violation or upon receipt of information from any of its Party Representatives connected with this Agreement that any of them is the target of a formal investigation by a Governmental Authority for a Material Anti-Corruption Law Violation.

12.4. Amgen Covenant. Except as would not be reasonably expected to have a material adverse effect on the development, manufacture or commercialization of Products, Amgen and its Affiliates will [*]. Amgen will notify Partner in writing of any [*].

12.5. AstraZeneca Covenant. [*].

12.6. Disclaimer of Warranties. EXCEPT AS SET FORTH IN THIS ARTICLE 12 (REPRESENTATIONS AND WARRANTIES), PARTNER AND AMGEN EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE COLLABORATION, PRODUCT INTELLECTUAL PROPERTY, AMGEN HOUSEMARKS, PARTNER HOUSEMARKS, PRODUCT TRADEMARKS, THIS AGREEMENT, OR ANY OTHER SUBJECT MATTER RELATING TO THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, VALIDITY OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

12.7. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, OTHER THAN TO THE EXTENT RESULTING FROM A PARTY'S BREACH OF ARTICLE 9 (DISTRACTING PRODUCTS) OR SECTION 11.1 (CONFIDENTIALITY; EXCEPTIONS), IN NO EVENT WILL PARTNER OR AMGEN BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, BUSINESS OR GOODWILL) SUFFERED OR INCURRED BY SUCH OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH A BREACH OR ALLEGED BREACH OF THIS AGREEMENT. THE FOREGOING SENTENCE WILL NOT LIMIT THE OBLIGATIONS OF EITHER PARTY TO INDEMNIFY THE OTHER PARTY FROM AND AGAINST SUCH DAMAGES AS ARE AWARDED TO A THIRD PARTY WITH RESPECT TO THIRD PARTY CLAIMS UNDER SECTION 13.1 (INDEMNITY BY PARTNER) OR SECTION 13.2 (INDEMNITY BY AMGEN).

13. INDEMNIFICATION AND INSURANCE

13.1. Indemnity by Partner. Partner will defend, indemnify, and hold harmless Amgen, its Affiliates, and their respective directors, officers, employees, agents and representatives (collectively, *"Amgen Indemnitees"*), at Partner's cost and expense, from and against any and all liabilities, losses, costs, damages, fees or expenses (including reasonable legal expenses and attorneys' fees) (collectively, *"Losses"*) arising out of any Third Party Claims brought against any Amgen Indemnitee to the extent such Losses result from: [*]. The indemnification obligations under this Section 13.1 (Indemnity by Partner) exclude Losses to the extent they arise from [*] below in Section 13.2 (Indemnity by Amgen).

13.2. Indemnity by Amgen. Amgen will defend, indemnify, and hold harmless Partner, its Affiliates, and their respective directors, officers, employees, agents and representatives (collectively, *"Partner Indemnitees"*), at Amgen's cost and expense, from and against any and all Losses arising out of any Third Party Claims brought against any Partner Indemnitee to the extent such Losses result from: [*]. The indemnification obligations under this Section 13.2 (Indemnity by Amgen) exclude Losses to the extent they arise from [*] above in Section 13.1 (Indemnity by Partner).

13.3. Claim for Indemnification. Whenever any Third Party Claim or Loss arises for which a Partner Indemnitee or an Amgen Indemnitee (the *"Indemnified Party"*) may seek indemnification under this Article 13 (Indemnification and Insurance), the Indemnified Party will promptly notify the other Party (the *"Indemnifying Party"*) of the Third Party Claim or Loss; *provided*, that the failure by an Indemnified Party to give such notice will not relieve the Indemnifying Party of its indemnification obligation under this Agreement except and only to the extent that the Indemnifying Party is actually prejudiced as a result of such

failure. The Indemnifying Party will have exclusive control of the defense and settlement of all Third Party Claims for which it is responsible for indemnification and will assume defense thereof at its own expense promptly upon notice of such Third Party Claim. In no event will the Indemnifying Party settle any Third Party Claim without the prior written consent of the Indemnified Party if such settlement (x) does not include a complete release from liability on such Third Party Claim, or (y) includes any admission of wrongdoing by the Indemnified Party or that any intellectual property or proprietary right of the Indemnified Party is invalid or unenforceable. The Indemnified Party will have the right to employ separate counsel at the Indemnifying Party's expense and to control its own defense of the applicable Third Party Claim if: (i) there are or may be legal defenses available to the Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (ii) in the reasonable opinion of counsel to the Indemnified Party, a conflict or potential conflict exists between the Indemnified Party and Indemnifying Party that would make such separate representation advisable.

13.4. Defense of Third Party Claims. Except as otherwise provided in Section 13.3 (Claim for Indemnification), each Party (such Party referred to as the *"Defending Party"*) will have the sole right, but not the obligation, to defend against any Third Party Claims made against it with respect to its activities hereunder; *provided*, that any Third Party Claims relating to a nullification, declaratory judgment, opposition or revocation proceeding against any Product Intellectual Property will be governed by the provisions of Section 10.8 (Enforcement). Each Party will notify the other Party (the *"Assisting Party"*) as promptly as practicable if any such Third Party Claim is commenced or threatened against it, including any Infringement Claim. The Assisting Party will reasonably assist the Defending Party and cooperate in any such litigation at Defending Party's reasonable request. Without limiting the foregoing, the Defending Party will keep the Assisting Party advised of all material communications, actual and prospective filings or submissions regarding such action, and will provide the Assisting Party copies of and an opportunity to review and comment on any such communications, filings and submissions; *provided*, that each Party will have the right to redact from any information disclosed to the other hereunder any information relating to a product other than a Product or relating to the manufacture of a Product. The Defending Party will control the defense and settlement of Third Party Claims, with the costs thereof being included in General Costs, to the extent provided in Section 1.65.4. The Defending Party will not settle such Third Party Claim without the prior written consent of the other Party (such consent not to be unreasonably withheld), unless such settlement: [*]. In the event that a Third Party Claim is brought against both of the Parties (a *"Joint Claim"*), then the Parties will determine whether to defend against such Joint Claim, which of the Parties should be the Defending Party or whether the Parties should jointly control such defense and the strategy for such defense. In the case of an Infringement Claim, the coordination and cooperation set forth in this Section 13.4 (Defense of Third Party Claims) will be accomplished via the Patent Coordinators. This Section 13.4 (Defense of Third Party Claims) will not apply to employment or similar personnel-related claims.

13.5. Insurance. Each of the Parties will, at their own

respective expense (and not subject to cost sharing hereunder) procure and maintain during the Term, insurance policies adequate to cover their obligations hereunder and consistent with the normal business practices of prudent pharmaceutical companies of similar size and scope (or reasonable self-insurance sufficient to provide materially the same level and type of protection). Such insurance will not create a limit to either Party's liability hereunder.

14. TERM AND TERMINATION

14.1. Term. This Agreement will become effective on the Effective Date and will continue during the Term.

14.2. Termination for Convenience.

14.2.1. Either Party will have the right to terminate this Agreement, either in whole or on a Product-by-Product basis, by providing the other Party with [*] prior written notice (or, after First Commercial Sale of a Product, [*] prior written notice with respect to such Product); *provided,* that a notice of termination with respect to a particular Product may only be provided after the Continued Development Meeting for such Product has occurred and a notice of termination with respect to the Agreement in whole may only be provided after the Continued Development Meetings for all Products have occurred.

14.2.2. [*].

14.3. Termination for Breach. In the event of a material breach of this Agreement, the non-breaching Party will have the right to terminate this Agreement, either in whole or (if such breach solely applies to a specific Product(s)) with respect to the applicable Product(s). The non-breaching Party may terminate this Agreement, whether in its entirety or on a Product-by-Product basis (as applicable), by written notice to the breaching Party, which notice will specify the nature of such breach in reasonable detail. Such termination will become effective on the date that is [*] days after the delivery thereof to the breaching Party (or, in the case of a failure to pay amounts due hereunder, [*] days) unless, during the [*] day (or [*] day) period after delivery of such notice to the breaching Party, the breaching Party has cured such breach to the reasonable satisfaction of the non-breaching Party. Notwithstanding the foregoing, in the event of a good faith dispute as to whether performance has been made by either Party pursuant to this Agreement, including any good faith dispute as to payments due under this Agreement, the relevant cure period with respect thereto will be tolled pending resolution of such dispute in accordance with the applicable provisions of this Agreement; *provided*, that if such dispute relates to payment, the cure period will only apply with respect to payment of disputed amounts, and not with respect to undisputed amounts.

14.4. Termination for Insolvency. Either Party will have the right to terminate this Agreement immediately upon written notice, if: (i) the other Party becomes insolvent; (ii) the other Party files a petition in bankruptcy, or if an involuntary petition in bankruptcy is filed against the other Party and such involuntary petition is not dismissed within seventy-five (75) days and the other Party (a) fails to assume this Agreement in any such bankruptcy proceeding

within thirty (30) days after filing or (b) assumes and assigns this Agreement to a Third Party; or (iii) a receiver or guardian has been appointed for the other Party who is not discharged within seventy-five (75) days after appointment.

14.5. Termination for Challenge. Either Party will have the right to terminate this Agreement on a Product-by-Product basis by written notice to the other Party, if such other Party, its Affiliates or licensees bring or join any challenge to the validity or enforceability of (i) if Amgen is the challenging Party, any Partner Intellectual Property or any Program Intellectual Property, in each case as and to the extent such Partner Intellectual Property or Program Intellectual Property applies to the Product in the Collaboration Scope that is the subject of the termination notice; and (ii) if Partner is the challenging Party, any Amgen Intellectual Property (or any intellectual property corresponding to any such Amgen Intellectual Property in the Excluded Territory) or any Program Intellectual Property, in each case as and to the extent such Amgen Intellectual Property or Program Intellectual Property applies to a Product in the Collaboration Scope that is the subject of the termination notice. Notwithstanding the foregoing, nothing in this Section 14.5 (Termination for Challenge) will either: (a) prevent either Party from asserting any defense or counterclaim in an action for infringement of intellectual property, brought against such Party or its Affiliates, or any Third Party that such Party or any of its Affiliates is obligated to indemnify, or responding in any other manner to such an action for infringement; or (b) allow a Party to terminate this Agreement in the event the other Party asserts any such defense or counterclaim or otherwise responds in any such action for infringement.

14.6. Effects of Termination.

14.6.1. *Product by Product Termination*. Upon the termination of this Agreement by a Party with respect to one or more Products (each, a *"Terminated Product"*), the following will apply:

14.6.1.1. **Termination of Product**. Each Terminated Product will thereafter cease to be a Product for all purposes of this Agreement; and accordingly, for purposes of this Section 14.6 (Effects of Termination):

(i) *"Continuing Party"* means the Party that is not the Terminating Party;

(ii) *"Continuing Scope"* means with respect to a particular Terminated Product, the uses, countries and territories within the Collaboration Scope for such Terminated Product immediately prior to the Termination Effective Date;

(iii) *"Termination Effective Date"* means, with respect to a particular Terminated Product, the effective date of such termination with respect to such Terminated Product;

(iv) *"Terminated Product Intellectual Property Rights"* means (a) the Terminating Party's rights in and to the Program Intellectual Property and (b) (1) to the extent the Terminating Party is Amgen, the Amgen Terminated Product IP or (2) to the extent the Terminating Party

is Partner, the Partner Terminated Product IP. For such purposes, *"Amgen Terminated Product IP"* and *"Partner Terminated Product IP"* mean, respectively, Amgen Intellectual Property and Partner Intellectual Property, but substituting for each reference to "Product" and *"Product Trademark"* therein, *"Terminated Product"* and *"Terminated Product Trademark,"* respectively; and

(v) *"Terminated Product Promotional Materials"* and *"Terminated Product Trademarks"* mean, respectively, Promotional Materials and Product Trademarks with respect to the Terminated Product (i.e., for such purposes, substituting in the definition of Promotional Materials and Product Trademark a reference to *"Terminated Product"* for each reference to *"Product"*).

(vi) *"Terminating Party"* means (a) the Party terminating the Agreement in the case of termination pursuant to Section 14.2 (Termination for Convenience); (b) the non-breaching Party in the case of termination pursuant to Section 14.3 (Termination for Breach); (c) the non-insolvent Party in the case of termination pursuant to Section 14.4 (Termination for Insolvency); and (d) the non-challenging Party in the case of termination pursuant to Section 14.5 (Termination for Challenge).

14.6.1.2. **Accrued Obligations**. Termination of this Agreement with respect to a Terminated Product will not release either Party from any liability (including any payment obligations) with respect to such Terminated Product that, at the time of such termination, has already accrued to the other Party or which is attributable to activities prior to such termination.

14.6.1.3. **Continuing Party's Rights**. The Continuing Party will have the sole right, as between the Parties, to develop, manufacture and commercialize the Terminated Product within the Continuing Scope. Accordingly, upon the Termination Effective Date for such Terminated Product, or such earlier time as specified below, and in each case subject to Section 14.6.1.5 (Amgen's Rights Outside Continuing Scope) below:

(i) Terminated Product Intellectual Property Rights. The Terminating Party will grant, and hereby grants, to the Continuing Party an exclusive, royalty-free license, including the right to grant and authorized sublicenses, under the Terminated Product Intellectual Property Rights to make, have made, use, sell, offer for sale and import the Terminated Product within the Continuing Scope. The Terminating Party will, subject to clause (vii) of this Section 14.6.1.3, immediately cease all of its development, manufacturing and commercialization activities for the Terminated Product.

(ii) Assignment of Trademarks. The Terminating Party will assign, and hereby assigns, to the Continuing Party all of the Terminating Party's rights, title and interest in and to the Terminated Product Trademarks for such Terminated Product (including any goodwill associated therewith), including all registrations therefore. Accordingly, the Terminating Party

will cease all use of such Terminated Product Trademark.

(iii) Terminated Product Data. The Terminating Party will promptly transfer to the Continuing Party, at no cost, copies of all data, reports, records, materials and other Know-How in its possession or control that relate to the Terminated Product ("*Terminated Product Data*"), with such data to the extent they relate specifically to the Terminated Product becoming the Continuing Party's Confidential Information and shall cease to be the Terminating Party's Confidential Information. The Terminated Product Data will be provided in electronic form reasonably usable by the Continuing Party and, if reasonably necessary or useful in connection with the Continuing Party's (or its designee's) further commercialization, development or exploitation of the Terminated Product within the Continuing Scope, will include original hardcopies or duplicate copies thereof, as required.

(iv) Return of Confidential Information. The Terminating Party will promptly return to the Continuing Party, or destroy at the Continuing Party's request (and certify such destruction to the Continuing Party), all relevant records and materials in the Terminating Party's possession or control containing Confidential Information of the Continuing Party that is: (a) related to the Terminated Product within the Continuing Scope and (b) not reasonably necessary for the Terminating Party to exercise any remaining rights or fulfill any remaining obligations it has under this Agreement after such termination; *provided*, that the Terminating Party (1) may keep one copy of such Confidential Information of the Terminating Party for archival purposes or as otherwise required under Applicable Law; and (2) ensures such copies are Segregated from any Distracting Program).

(v) Return of Samples and Materials. The Terminating Party will promptly transfer to the Continuing Party, or destroy at the Continuing Party's request (and certify such destruction to the Continuing Party), all samples, Terminated Product Promotional Materials, sales training materials and any other documents, or materials primarily intended for use in commercialization of the Terminated Product within the Continuing Scope.

(vi) Assignment of Regulatory Filings and Approvals; Copyrights; Domain Names. The Terminating Party will, at its own expense (other than with respect to any fee payable to the relevant Governmental Authority in connection with the relevant assignment, which will be borne by the Continuing Party), assign, and hereby assigns, to the Continuing Party all Regulatory Filings and Regulatory Approvals related to the Terminated Product within the Continuing Scope, and all copyrights, copyright registrations, domain names and domain name registrations related to the Terminated Product (or to the Terminated Product Promotional Materials) within the Continuing Scope. The Terminating Party will promptly submit any necessary notices to

Governmental Authorities to effect such assignments. If Applicable Laws prevent or delay the transfer of ownership of any such Regulatory Filing or Regulatory Approval to the Continuing Party, the Terminating Party will grant, and does hereby grant, to the Continuing Party an exclusive and irrevocable right of access and reference to such Regulatory Filing and Regulatory Approvals for purposes of developing and commercializing the Terminated Product within the Continuing Scope, and will cooperate fully to make the benefits of such Regulatory Filings and Regulatory Approvals available to the Continuing Party or its designee(s) for purposes within the Continuing Scope for such Terminated Product. Promptly upon request following the notice of termination, the Terminating Party will provide to the Continuing Party copies of all such Regulatory Filings and Regulatory Approvals. For purposes of this Section 14.6.1 (Product by Product Termination), references to Product in the defined terms Regulatory Filings and Regulatory Approvals shall be replaced with references to Terminated Product.

(vii) Transition. During the applicable notice period prior to the Termination Effective Date, the Terminating Party will continue to meet its obligations to develop, manufacture, and commercialize Products within the Collaboration Scope, in accordance with the applicable Development Plan, Brand Plan and Country Plan and this Agreement and bear its proportionate share of expenses with respect thereto, unless otherwise agreed by the Parties or specified in this Section 14.6 (Effects of Termination). Upon request by the Continuing Party, the Terminating Party will undertake reasonable efforts to effect a smooth and orderly transition of all development, manufacturing and commercial activities and responsibilities under this Agreement with respect to the Terminated Product to the Continuing Party (or, in the case of manufacturing activities, to a mutually agreed upon Third Party contract manufacturer), as soon as reasonably possible, to enable the Continuing Party to continue the development, manufacturing and commercialization of the Terminated Product in the Continuing Scope. Without limiting the foregoing:

A. Continued Supply. The Terminating Party will transfer to the Continuing Party all quantities of the Terminated Product in its possession for which the manufacturing costs were shared by the Parties under Article 7 (Profit/Expense Sharing). In addition, the Terminating Party will, at the Continuing Party's cost and expense, reasonably cooperate, as requested by the Continuing Party, to ensure uninterrupted supply of the Terminated Product. To the extent the Terminating Party was responsible for manufacturing the Terminated Product as of the Termination Effective Date, then the Terminating Party will continue to provide for manufacturing of such Terminated Product for the Continuing Party, at the fully-burdened manufacturing cost therefore, from the date of notice of such termination with respect

to such Terminated Product, until the sooner to occur of such time as the Continuing Party is able, using Commercially Reasonable Efforts to do so, to secure an acceptable alternative manufacturing source from which sufficient quantities of Terminated Product may be procured or [*] months from the Termination Effective Date.

B. Contracts. If the Terminating Party is, as of the Termination Effective Date, party to any Third Party contracts that pertain solely to the Continuing Scope with respect to a Terminated Product, then it will provide the Continuing Party notice and (to the extent permitted to do so) copies thereof; and the Terminating Party will assign to the Continuing Party any such contracts requested by the Continuing Party, to the extent it has the right under such contract(s) to do so (and will use Commercially Reasonable Efforts to obtain any required consents).

14.6.1.4. **Distracting Products**. Notwithstanding anything herein to the contrary, if Amgen is terminating this Agreement pursuant to Section 14.2 (Termination for Convenience), Article 9 (Distracting Products) will continue to apply with respect to the Terminated Product for [*] thereafter. In addition, for any termination hereunder, with respect to Article 9 (Distracting Product), each reference to *"Product"* or *"Product Target"* in the definitions of Distracting Product and Distracting Target will be deemed to a reference to include the Terminated Product and the Product Target corresponding to such Terminated Product.

14.6.1.5. **Amgen's Rights outside Continuing Scope**. Notwithstanding the foregoing provisions of this Section 14.6.1 (Product by Product Termination):

(i) Terminated Product Intellectual Property Rights. Partner will grant, and hereby grants (effective upon the Termination Effective Date), to Amgen an [*], royalty-free, [*] license, including the right to grant and authorize sublicenses, under the Partner Terminated Product IP and Partner's rights in and to the Program Intellectual Property to use, sell, offer for sale and import Terminated Products in the Excluded Territory, and to make and have made the Terminated Product for use and sale in the Excluded Territory, and the last sentence of Section 2.2 (Ex-Territory Activities) shall continue to apply with respect to the Terminated Product. In addition, Amgen will retain, and not assign to Partner, Amgen's right, title or interest in the Terminated Product Trademarks in the Excluded Territory.

(ii) Terminated Product Data. If Amgen is the Terminating Party with respect to a Terminated Product, upon request by Amgen from time to time, Partner will promptly provide to Amgen at no cost, copies of Terminated Product Data then in Partner's possession or control that relate to such Terminated Product, for use in the Excluded Territory in relation to the Terminated Product. Such Terminated Product Data will be provided in electronic form reasonably usable by Amgen and, if

reasonably necessary or useful in connection with Amgen's (or its designee's) further commercialization, development or exploitation of Terminated Products in the Excluded Territory, will include original hardcopies or duplicate copies thereof, as required.

(iii) Regulatory Filings; Regulatory Approvals. Partner will grant, and does hereby grant (effective upon the Termination Effective Date), to Amgen an exclusive and irrevocable right of access and reference to any and all Regulatory Filings and Regulatory Approvals for the Terminated Product for purposes in the Excluded Territory, and will cooperate fully to make the benefits of such Regulatory Filings and Regulatory Approvals available to Amgen or its designee(s) for purposes in the Excluded Territory. Promptly upon request by Amgen from time to time, Partner will provide to Amgen copies of all Regulatory Filings and Regulatory Approvals (and all underlying data) with respect to such Terminated Product held by or on behalf of Partner.

(iv) Excluded Territory Agreements. In the event that Amgen is the Terminating Party for either AMG827 or AMG557, Partner, at the request of Amgen, will enter into good faith negotiations for the purpose of establishing direct communications and engagement between Partner and (i) Kirin-Amgen, Inc., in the case of AMG827, and (ii) Takeda Pharmaceutical Company Limited, in the case of AMG557, as necessary to fulfill Amgen's obligations under the applicable Excluded Territory Agreement.

14.6.1.6. **Royalty Payment**. On a Terminated Product-by-Terminated Product basis, other than with respect to the AMG157 Termination Event, the Continuing Party will pay to the Terminating Party a tiered royalty on aggregate Terminated Product Net Revenues for such Terminated Product by the Continuing Party and its Affiliates (but not by its licensees or sublicensees) as follows:

Calendar Year Net Revenues for Terminated Product	**Royalty Rate**
Less than or equal to [*]	[*]
Greater than [*] and less than or equal to [*]	[*]
Greater than [*]	[*]

Additionally, [*], the Continuing Party will pay to the Terminating Party [*] of any and all Sublicensing Revenues received by the Continuing Party and/or its Affiliates.

Additionally, if Partner is the Continuing Party, Partner will pay to Amgen an additional royalty equal to the applicable Terminated Product

Inventorship Margin on Terminated Product Net Revenues by Partner, its Affiliates and sublicensees.

Such royalty will be payable quarterly within thirty (30) days of the end of the calendar quarter for which such royalties are owed. Each royalty payment will be accompanied by a report setting forth Partner's calculation of Net Revenues and royalties owed for the applicable quarter. For such purposes, *"Terminated Product Net Revenues"* means *"Net Revenues,"* and *"Terminated Product Inventorship Margin"* will mean the *"Inventorship Margin,"* but for such purposes substituting in such definitions (including in each definition referenced in such definitions) a reference to *"Terminated Product"* for each reference to *"Product;"* and Sections 7.4 (Calculation of Net Revenues) and 8.3 (Currency) through 8.7 (Late Payment) (inclusive) will apply with respect to such royalty payments, mutatis mutandis.

14.6.2. *Termination of Agreement in Entirety.* In the event (i) this Agreement is terminated by Partner in its entirety under Section 14.2 (Termination for Convenience) or is terminated in its entirety under Sections 14.3 (Termination for Breach) through 14.5 (Termination for Challenge) (inclusive), or (ii) if as of the Termination Effective Date with respect to a Terminated Product, there are no other Products then being developed or commercialized under this Agreement, and Partner is not then developing or commercializing a Terminated Product as the Continuing Party under Section 14.6.1 (Product by Product Termination) above; then in either such case, the Agreement will terminate in whole, and all provisions of this Agreement will terminate as of the effective date of such termination, except as expressly set forth in Sections 14.6.1 (Product by Product Termination) and 14.6.3 (Survival) below.

14.6.3. *Survival.* Articles 1 (Definitions), 7 (Profit/Expense Sharing) (with respect to periods prior to termination), 8 (Payments) (with respect to periods prior to termination), 9 (Distracting Products) (only with respect to such continuing periods as expressly referenced in such Article), 13 (Indemnification and Insurance) (with respect to periods prior to termination), and 15 (Miscellaneous) and Sections 2.2 (Ex-Territory Activities), 3.4 (Product Complaints, Recalls and Returns), 5.8 (Detailing Reports and Audit Rights) (with respect to periods prior to termination), 5.9 (Competing Products) (with respect to periods prior to termination), 10.1 (Invention Ownership), 10.3 (Joint Ownership), 10.4 (License Grant by Amgen) (only with respect to the transition period referenced in clause (vii) of Section 14.6.1.3 (Transition)), 10.5 (License Grant by Partner), 10.8 (Enforcement) (with respect to enforcement against activities that took place prior to or termination), 10.9 (Patent Term Extensions) (with respect to periods prior to termination), 10.10.3 (Housemark Licenses) (with respect to the transition period referenced in clause (vii) of Section 14.6.1.3 (Transition) and the sell-off period referenced therein), 11.1 (Confidentiality; Exceptions), 11.2 (Authorized Disclosure), 11.3 (Confidential Treatment of Terms and Conditions), 11.5 (Prior Agreement), and this 14.6 (Effects of Termination) (with all Products deemed Terminated Products and Amgen being the

Continuing Party for all Terminated Products) will survive termination of this Agreement for any reason. Except as otherwise provided in this Section 14.6 (Effects of Termination), all rights and obligations of the Parties under this Agreement will terminate upon termination of this Agreement for any reason.

14.6.4. *No Limitation of Rights.* The rights provided in this Article 14 (Term and Termination) will be in addition and without prejudice to any other rights which the Parties may have with respect to any default or breach of the provisions of this Agreement. Termination is not the sole remedy under this Agreement and, whether or not termination is effected, all other remedies at equity or law will remain available to the Parties except as expressly agreed otherwise herein.

15. MISCELLANEOUS

15.1. Affiliates. Each Party will have the right to exercise its rights and perform its obligations hereunder through its Affiliates (including by licensing rights hereunder where such rights are held in the name of any such Affiliate); *provided*, that such Party will be responsible for its Affiliates' performance hereunder.

15.2. Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred (whether by operation of Applicable Law, general succession or otherwise) by either Party without the prior written consent of the other Party; *provided*, that either Party may assign this Agreement, or rights and obligations hereunder, without prior written consent to any Affiliate (as long as such entity remains an Affiliate of the relevant Party), or in connection with the transfer or sale of all or substantially all of the business to which this Agreement relates. Any assignment not in accordance with this Agreement will be void ab initio. Subject to the foregoing, the rights and obligations of the Parties under this Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of the Parties.

15.3. Choice of Law; Jurisdiction. This Agreement will be governed by, and enforced and construed in accordance with, the laws of the State of New York without regard to its conflicts of law provisions, except as to any issue which depends upon the validity, scope or enforceability of any Patent, which issue will be determined in accordance with the laws of the country in which such patent was issued. Each of the Parties hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state and federal courts of the State of New York for any matter arising out of or relating to this Agreement and the transactions contemplated hereby, and agrees not to commence any litigation relating thereto except in such courts. Each of the Parties hereby irrevocably and unconditionally waives any objection to the laying of venue of any matter arising out of this Agreement or the transactions contemplated hereby in the state and federal courts of the State of New York and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such matter brought in any such court has been brought in an inconvenient forum. The Parties agree that a final judgment in any such matter will be conclusive and may be enforced in other jurisdictions by suits on the judgment or in any other manner provided by law. Any proceeding brought by either Party under this Agreement will be exclusively conducted

in the English language. The United Nations Convention for the International Sale of Goods will not apply to the transactions contemplated herein.

15.4. Construction. The definitions of the terms herein will apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” will be deemed to be followed by the phrase “without limitation”. The word “or” is used in the inclusive sense (and/or). The Parties each acknowledge that they have had the advice of counsel with respect to this Agreement, that this Agreement has been jointly drafted, and that no rule of strict construction will be applied in the interpretation hereof. Unless the context requires otherwise: (i) any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or therein); (ii) any reference to any Applicable Law herein will be construed as referring to such Applicable Law as from time to time enacted, repealed or amended; (iii) any reference herein to any person will be construed to include the person’s permitted successors and assigns; (iv) the words “herein”, “hereof” and “hereunder”, and words of similar import, will be construed to refer to this Agreement in its entirety and not to any particular provision hereof; and (v) all references herein to Articles, Sections, or Schedules, unless otherwise specifically provided, will be construed to refer to Articles, Sections or Schedules of this Agreement. This Agreement has been executed in English, and the English version of this Agreement will control.

15.5. Counterparts. This Agreement may be executed in counterparts with the same effect as if both Parties had signed the same document. All such counterparts will be deemed an original, will be construed together and will constitute one and the same instrument. Signature pages of this Agreement may be exchanged by facsimile or other electronic means without affecting the validity thereof.

15.6. Entire Agreement. This Agreement, including the attached Schedules, constitutes the entire agreement between the Parties as to the subject matter of this Agreement, and supersedes and merges all prior or contemporaneous negotiations, representations, agreements and understandings regarding the same.

15.7. Force Majeure. Neither Party will be liable for delay or failure in the performance of any of its obligations hereunder (other than the payment of money) to the extent such delay or failure is due to causes beyond its reasonable control, including acts of God, fires, floods, pandemics, earthquakes, labor strikes, acts of war, terrorism or civil unrest (*“Force Majeure”*); *provided*, that the affected Party promptly notifies the other Party in writing (and continues to provide monthly status updates to the other Party for the duration of the effect); and *provided*, further that the affected Party uses its Commercially Reasonable Efforts to avoid or remove such causes of non-performance and to mitigate the effect of such occurrence, and will continue performance with reasonable dispatch whenever such causes are removed.

15.8. Further Assurances. Each Party agrees to do and perform all such further acts and things and will execute and deliver such other agreements, certificates, instruments and documents necessary or that the other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and to evidence, perfect or otherwise confirm its rights hereunder.

15.9. Headings. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.

15.10. No Set-Off. Except as expressly set forth in Section 7.2.9 (True-Up), Section 8.6.1 (Withholding) or Section 8.6.2 (Indirect Taxes), no Party will have the right to deduct from amounts otherwise payable hereunder any amounts payable to such Party (or its Affiliates) from the other Party (or its Affiliates), whether pursuant to this Agreement or otherwise.

15.11. Notices. Any notice required or permitted to be given by this Agreement will be in writing, in English, and will be delivered by hand or overnight courier with tracking capabilities or mailed postage prepaid by registered or certified mail addressed as set forth below unless changed by notice so given:

If to Amgen:
Amgen Inc.
One Amgen Center Drive
Thousand Oaks, California 91320-1799
Attention: Corporate Secretary
Telephone: 805-447-1000
Facsimile: [*]

If to Partner:
AstraZeneca Collaboration Ventures, LLC
One MedImmune Way
Gaithersburg, Maryland 20878
Attention: President
Telephone: [*]
Facsimile: [*]

With a copy to the Secretary of AstraZeneca Collaboration Ventures, LLC at the above address.

Any such notice will be deemed given on the date delivered. A Party may add, delete (so long as at least one person is remaining), or change the person or address to which notices should be sent at any time upon written notice delivered to the other Party in accordance with this Section 15.11 (Notices).

15.12. Relationship of the Parties. Each Party is an independent contractor under this Agreement. Nothing contained herein will be deemed to create an employment, agency, joint venture or partnership relationship between the Parties or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. The Parties will operate their own businesses separately and independently and they will hold themselves out as, act as, and constitute independent

contractors in all respects and not as principal and agent, partners or joint venturers. Neither party will have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.

15.13. Severability. To the fullest extent permitted by Applicable Law, the Parties waive any provision of Applicable Law that would render any provision in this Agreement invalid, illegal or unenforceable in any respect. If any provision of this Agreement is held to be invalid, illegal or unenforceable, in any respect or to any extent, then in such respect and to such extent such provision will be given no effect by the Parties and will not form part of this Agreement. To the fullest extent permitted by Applicable Law, all other provisions of this Agreement will remain in full force and effect and the Parties will use their commercially reasonable efforts to negotiate a provision in replacement of the provision held invalid, illegal or unenforceable that is consistent with Applicable Law and achieves, as nearly as possible, the original intention of the Parties.

15.14. Third Party Beneficiaries. Except as expressly provided with respect to Amgen Indemnitees or Partner Indemnities in Article 13 (Indemnification and Insurance), there are no Third Party beneficiaries intended hereunder and no Third Party will have any right or obligation hereunder.

15.15. Waivers and Modifications. The failure of any Party to insist on the performance of any obligation hereunder will not be deemed to be a waiver of such obligation. Waiver of any breach of any provision hereof will not be deemed to be a waiver of any other breach of such provision or any other provision on such occasion or any other occasion. No waiver, modification, release or amendment of any right or obligation under or provision of this Agreement will be valid or effective unless in writing and signed by all Parties hereto.

15.16. [*].

****

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ASTRAZENECA COLLABORATION VENTURES, LLC

By: /s/ Peter Greenleaf

Name: Peter Greenleaf

Title: President

AMGEN INC.

By: /s/ David J. Scott

Name: David J. Scott

Title: SVP, General Counsel & Secretary

ASTRAZENECA PHARMACEUTICALS LP

By: /s/ Ann Booth Barbarin

Name: Ann Booth Barbarin

Title: Assistant Secretary

Schedule
AMG827 Territory

Column 1	**Column 2**	**Column 3**
European Countries	***Central and South American Countries***	***African and Middle East Countries***
Albania		
Andorra	Antigua and Barbuda	Algeria
Armenia	Argentina	Angola
Austria	Bahamas	Bahrain
Azerbaijan	Barbados	Angola
Belarus	Belize	Benin
Belgium	Bolivia	Botswana
Bosnia-Herzg.	Brazil	Burkina Faso
Bulgaria	Chile	Cameroon
Croatia	Colombia	Central African Republic
Czech Republic	Costa Rica	Congo (Democratic Republic of)
Denmark	Cuba	Congo (Republic of the)
Estonia	Dominica	Cote D'Ivoire/Ivory Coast
Finland	Dominican Republic	Cyprus
France	Ecuador	Djibouti
Georgia	El Salvador	Egypt
Germany	French Guiana	Eritrea
Greece	Grenada	Ethiopia
Hungary	Guatemala	Gabon
Iceland	Guyana	Gambia
Ireland	Honduras	Ghana
Italy	Jamaica	Gibraltar
Latvia	Nicaragua	Greenland
Lithuania	Panama	Iran
Liechtenstein	Paraguay	Iraq
Luxembourg	Peru	Israel
Macedonia	Saint Kitts and Nevis	Jordan
Malta	Saint Lucia	Kazakhstan
Moldova	Saint Vincent and the Grenadines	Kenya
Monaco	Suriname	Kuwait
Netherlands	Trinidad and Tobago	Kyrgyzstan
Norway	Uruguay	Lesotho
Poland	Venezuela	Lebanon
Portugal		Liberia
Romania		Libya
Russia		Madagascar
San Marino		Malawi
Serbia and Montenegro		Mauritania
Slovakia		Mauritius
Slovenia		Morocco
Sweden		Mozambique
Switzerland		Namibia
Spain		

Ukraine United Kingdom Vatican City		Niger Nigeria Oman Qatar Rwanda Saudi Arabia Senegal Seychelles Sierra Leone Somalia South Africa Sudan Swaziland Syria Tajikistan Tanzania Tunisia Turkey Turkmenistan Uganda United Arab Emirates Uzbekistan Yemen Zambia Zimbabwe

Schedule
Amgen Distribution Countries

[*]	[*] [*] [*] [*] [*]	[*] [*] [*] [*] [*]	[*] [*] [*] [*] [*]
[*]	[*] [*] [*] [*] [*] [*] [*] [*] [*] [*] [*] [*] [*] [*]	[*] [*] [*] [*] [*] [*] [*] [*] [*] [*] [*] [*] [*] [*]	[*] [*] [*] [*] [*] [*] [*] [*] [*] [*] [*] [*] [*] [*]
[*]	[*] [*] [*]	[*] [*] [*] [*]	[*] [*] [*] [*]
[*]	[*] [*] [*] [*] [*]	[*] [*] [*] [*] [*]	[*] [*] [*] [*] [*]
[*]	[*]		

Schedule
Commercial Allocation

AMG827-

Respiratory-

Partner will have the sole right to Detail Products in the Respiratory market in the Collaboration Territory.

Rheumatology-

Amgen will have the sole right to Detail Products in the Rheumatology market in North America, Europe, Australia and New Zealand.

For the Rheumatology market in all other countries in the Collaboration Territory, the Parties shall enter into discussions regarding the allocation of Details beginning [*] prior to the anticipated first commercial launch of AMG827 for a Rheumatology indication. The JSC shall agree upon the allocation of Details between the Parties taking into account all relevant factors [*]; *provided*, that if the JSC is unable to agree upon the allocation of Details in any country, then such matter shall be escalated to the CRC; *provided, further,* that if the CRC is unable to agree upon the allocation of Details in any country, [*]. To the extent less than one hundred percent (100%) of the Details in any such country have been allocated to the Parties, the Parties shall [*]. If the Parties in the aggregate elect to Detail in excess of one hundred percent (100%) of the Details in any such country, then each Party will be entitled to only [*].

Dermatology-

Amgen will have the sole right to Detail Products in the Dermatology market in North America.

For the Dermatology market in all other countries in the Collaboration Territory, Partner will have the sole right to Detail Products, provided, that, to the extent Amgen has or develops a commercial capability to Detail Products consistent with the Brand Plan in the Dermatology market in any such country, so that in such country Amgen would have the capability to provide [*] percent ([*]%) of the Details in that country, Amgen will have the right to provide [*] percent ([*]%) of such Details in such country, provided that Amgen shall not have the right to provide Details in countries which collectively represent in excess of [*] percent ([*]%) of [*] of all countries in the Collaboration Territory [*]. If Amgen determines that it wishes to build a commercial capability in a country (without necessarily having sufficient capability to provide [*] percent ([*]%) of the Details in that country) the Parties will discuss in good faith allocation of Details in such country to determine what is in the best interests of the Product in that country according to the then current Brand Plan.

Additional Indications-
For all market segments other than Respiratory, Rheumatology and Dermatology, the Parties shall enter into discussions regarding the allocation of Details beginning [*] prior to the anticipated first commercial launch of AMG827 for such market segment. The JSC shall agree upon the allocation of Details between the Parties taking into account all relevant factors [*]; *provided*, that if the JSC is unable to agree upon the allocation of Details in any country, then such matter shall be escalated to the CRC; *provided, further*, that if the CRC is unable to agree upon the allocation of Details in any country, [*]. To the extent less than one hundred percent (100%) of the Details in any such country have been allocated to the Parties, the Parties shall [*]. If the Parties in the aggregate elect to Detail in excess of one hundred percent (100%) of the Details in any such country, then each Party will be entitled to only [*].

Definitions-

"Dermatology" means the branch of medicine dealing with the skin and its diseases or disorders, including psoriasis and atopic dermatitis.

"Respiratory" means the branch of medicine dealing with inflammatory respiratory diseases or disorders and obstructive respiratory diseases or disorders, including asthma and chronic obstructive pulmonary disease (COPD).

"Rheumatology" means the branch of medicine dealing with rheumatic diseases or disorders, including rheumatoid arthritis, systemic lupus erythematosus (SCE), psoriatic arthritis, and ankylosing spondylitis.

All Other Products-

For all other Products, the Parties shall, on a market segment basis, enter into discussions regarding the allocation of Details for a Product beginning [*] prior to the anticipated first commercial launch of such Product for such market segment. The JSC shall agree upon the allocation of Details between for such Product in such market segment the Parties taking into account all relevant factors ([*]); *provided*, that if the JSC is unable to agree upon the allocation of Details in any country, then such matter shall be escalated to the CRC; *provided, further*, that if the CRC is unable to agree upon the allocation of Details in any country, [*]. To the extent less than one hundred percent (100%) of the Details in any such country have been allocated to the Parties, the Parties shall [*]. If the Parties in the aggregate elect to Detail in excess of one hundred percent (100%) of the Details in any such country, then each Party will be entitled to only [*].

Schedule
Completed Clinical Trials

AMG 139
- Ph 1a FIH single ascending dose study (20080767)

AMG 157
- Ph 1a FIH single ascending dose study (20070620)
- Ph 1b multiple ascending dose study (20080390)

AMG 557
- Ph 1a FIH single ascending dose study in SLE subjects (2006132)
- Ph 1b MAD in SLE subjects (2007169)

AMG 827
- Ph1 device preference study in HV (20110106)
- Ph 1a FIH single ascending dose study (20060279)
- Ph 1b multiple ascending dose study in RA (20070264)
- Ph 2 multiple dose, dose ranging study in RA (20090061)
- Ph 2 open label extension study in RA (20090402)
- Ph 2 multiple dose, dose ranging study in psoriasis (20090062)
- Ph 2 multiple dose, dose ranging study in CD (20090072)
- Ph 2 open label extension study in CD (201000008)
- Ph 2 multiple dose, dose ranging study in asthma (20090203)

Schedule
[*] Designated Endpoints [*]

All of the following criteria must be met for a go decision to commence a [*] Trial.

— [*]: A statistically significant [*] and clinically significant ([*]) change in [*] from [*] at [*] for [*] and the [*] performs similarly to or better than the [*].

— [*]: A trend in [*] of [*] from [*] for [*] and the [*]. [*] are defined as [*] leading to [*] for [*]. The [*] in [*] will be [*] with the [*]. If the [*], then [*] and the [*].

— [*]: There are no [*] that [*].

Schedule
Development/Commercial Lead

Amgen	Partner
AMG827	AMG139
AMG557	AMG157
	AMG181

[*] -

1 Specifically with regard to AMG827 at the global level, the Parties will work closely through the JPT on the commercial strategy for the Respiratory market for AMG827 with Amgen taking the primary responsibility for [*].

2 [*].

3 The Parties will cooperate to ensure that [*] is made available to the JPT at both the global and regional level.

4 This arrangement will be noted in the press release and other approved communications as “[*]” or with words of similar import.

Schedule
Distracting Product

Product	Product Target	Distracting Target*
AMG 139	[*]	[*]
AMG 157	[*]	[*]
AMG 181	[*]	[*]
AMG 557	[*]	[*]
AMG 827	[*]	[*]

*Distracting Target includes (i) any [*]; (ii) any [*]; (iii) any [*]; (iv) any [*]; and (v) any [*]. For avoidance of doubt, the Distracting Product Schedule lists [*].

Schedule
Invoice

Amgen Inc.
Invoice Template
2nd Quarter 2012 - Example Period

	A	B	C = A + B	D	E	F = D + E	G = A - F	
	Total Quarterly Spend*			Amgen's Share of...**			Amount due	
Product	Amgen	Partner	Total	Amgen's Spend	Partner's Spend	Total Spend	(From)/To Amgen	
AMG 139	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
AMG 157	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
AMG 181	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
AMG 557	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
AMG 827	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	<<< ***Amount Billed or Reimbursed to Partner***

Notes

* Total spend derived from Column K on Page 2 and Column C on Page 3

** Amgen's Share of Total Spend derived from Column L on Page 2 and Column D on Page 3

Amgen Inc.
Invoice Template
2nd Quarter 2012 - Example Period

Step 1: Calculation of Total *AMGEN* Cost less Amount Reimbursed by 3rd Party

		A	B	C = A + B	D = C x 35%	E = C - D	F	G	H = F + G	I = H x 70%	J = H - I	K = C + H	L = D + I	M = E + J
		Total Costs Excluding AMG827 Ph2b Asthma Study					Costs for AMG827 Ph2b Asthma Study					Total Amgen Costs		
		Gross Spend			Amgen Share	Partner Share	Gross Spend			Amgen Share	Partner Share			
Function	Product	OSE	FTE	Total	35%	65%	OSE	FTE	Total	70%	30%	Total	Amgen Share	Partner Share
R&D	AMG 139			$ -	$ -	$ -						$ -	$ -	$ -
	AMG 157			$ -	$ -	$ -						$ -	$ -	$ -
	AMG 181			$ -	$ -	$ -						$ -	$ -	$ -
	AMG 557			$ -	$ -	$ -						$ -	$ -	$ -
	AMG 827			$ -	$ -	$ -			$ -	$ -	$ -	$ -	$ -	$ -
	Sub-Total R&D	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Operations	AMG 139			$ -	$ -	$ -						$ -	$ -	$ -
	AMG 157			$ -	$ -	$ -						$ -	$ -	$ -
	AMG 181			$ -	$ -	$ -						$ -	$ -	$ -
	AMG 557			$ -	$ -	$ -						$ -	$ -	$ -
	AMG 827			$ -	$ -	$ -			$ -	$ -	$ -	$ -	$ -	$ -
	Sub-Total Ops	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Commercial	AMG 139			$ -	$ -	$ -						$ -	$ -	$ -
	AMG 157			$ -	$ -	$ -						$ -	$ -	$ -
	AMG 181			$ -	$ -	$ -						$ -	$ -	$ -
	AMG 557			$ -	$ -	$ -						$ -	$ -	$ -
	AMG 827			$ -	$ -	$ -						$ -	$ -	$ -
	Sub-Total Comm'l	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total	AMG 139	$ -	$ -	$ -	$ -	$ -						$ -	$ -	$ -
	AMG 157	$ -	$ -	$ -	$ -	$ -						$ -	$ -	$ -
	AMG 181	$ -	$ -	$ -	$ -	$ -						$ -	$ -	$ -
	AMG 557	$ -	$ -	$ -	$ -	$ -						$ -	$ -	$ -
	AMG 827	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Grand Total	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Notes
1. Page reflects Total Costs Incurred by/Reimbursed to ***AMGEN only***
2. The values in the "Total" Row will be used for the following purposes on Page 1
- Determine the combined (Amgen + Partner) Total Cost of all programs in a quarter
- Deduct the actual expenses incurred/paid by Amgen from Amgen's share of quarterly expenses

Amgen Inc.
Invoice Template
2nd Quarter 2012 - Example Period

Costs Incurred by Partner

		A	B	C = B+A	D = 35% x C	E = C-D
Function	**Product**	**FTE**	**OSE**	**Total Costs**	**Amgen Share 35%**	**Partner Share 65%**
R&D	AMG 139			**$ -**	$ -	$ -
	AMG 157			**$ -**	$ -	$ -
	AMG 181			**$ -**	$ -	$ -
	AMG 557			**$ -**	$ -	$ -
	AMG 827			**$ -**	$ -	$ -
	Total	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Operations	AMG 139			**$ -**	$ -	$ -
	AMG 157			**$ -**	$ -	$ -
	AMG 181			**$ -**	$ -	$ -
	AMG 557			**$ -**	$ -	$ -
	AMG 827			**$ -**	$ -	$ -
	Total	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Commercial	AMG 139			**$ -**	$ -	$ -
	AMG 157			**$ -**	$ -	$ -
	AMG 181			**$ -**	$ -	$ -
	AMG 557			**$ -**	$ -	$ -
	AMG 827			**$ -**	$ -	$ -
	Total	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total	AMG 139	$ -	$ -	**$ -**	$ -	$ -
	AMG 157	$ -	$ -	**$ -**	$ -	$ -
	AMG 181	$ -	$ -	**$ -**	$ -	$ -
	AMG 557	$ -	$ -	**$ -**	$ -	$ -
	AMG 827	$ -	$ -	**$ -**	$ -	$ -
	Total	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Notes

1. On this tab, Amgen will capture the quarterly spend incurred by partner for aggregation purposes

2. Table above is a placeholder/stand-in which will be replaced by the quarterly actual cost summary provided by partner

3. The values in the “Total” Row will be used for the following purposes on Page 1

- Determine the combined (Amgen + Partner) Total Cost of all programs in a quarter
- Deduct the actual expenses incurred/paid by partner from the partner’s share of quarterly expenses

Schedule
Press Release

News Release

AMGEN AND ASTRAZENECA ANNOUNCE COLLABORATION TO JOINTLY DEVELOP AND COMMERCIALIZE CLINICAL-STAGE INFLAMMATION PORTFOLIO

Collaboration Comprises Five Monoclonal Antibodies

Brodalumab (AMG 827) Phase 3 Trial Planned in 2012

THOUSAND OAKS, Calif. and LONDON (April 2, 2012)—Amgen (NASDAQ:AMGN) and AstraZeneca Plc, today announced an agreement to jointly develop and commercialize five monoclonal antibodies from Amgen's clinical inflammation portfolio (AMG 139, AMG 157, AMG 181, AMG 557 and brodalumab (AMG 827)).

The companies believe all the molecules have novel profiles and offer the potential to deliver important treatments across multiple indications in inflammatory diseases. The collaboration will provide Amgen with additional resources to optimally progress its portfolio, and Amgen will benefit from the strong respiratory, inflammation and asthma development expertise of MedImmune, AstraZeneca's biologics arm. The collaboration will also capitalize on AstraZeneca's global commercial reach in respiratory and gastrointestinal diseases. The agreement does not include certain territories previously partnered by Amgen for brodalumab with Kyowa Hakko Kirin and AMG 557 with Takeda.

Under the terms of the agreement, AstraZeneca will make a one-time $50 million upfront payment and the companies will share both costs and profits. Based on current plans, approximately 65 percent of costs for the 2012-2014 period will be funded by AstraZeneca. Thereafter, the companies will split costs equally. Amgen will book sales globally and will retain a low single-digit royalty for brodalumab and a mid single-digit royalty for the rest of the portfolio, after which the companies will share profits equally.

AstraZeneca will lead the development and commercialization strategy of AMG 139, AMG 157 and AMG 181, while Amgen will lead the development and commercialization strategy of brodalumab and AMG 557. Each development and commercialization lead will be under the oversight of joint governing bodies. For brodalumab, commercial promotion will be split. Amgen will promote in dermatology indications in the United States (U.S.) and Canada, and in rheumatology indications in U.S., Canada and Europe. AstraZeneca will promote in respiratory and, initially, in dermatology indications of brodalumab across all territories outside the U.S., Canada and those markets where Amgen has existing partnerships. Allocation of promotional rights for other territories, indications and molecules will be agreed later between the companies.

"We are delighted to join forces with Amgen in developing and commercializing these novel clinical-stage assets that add value to our pipeline and build on our expertise in biologics. This creative collaboration will make the most of both companies' respective capabilities, including AstraZeneca's extensive global reach, to help bring these potentially innovative treatment options for a variety of respiratory and inflammatory diseases to patients around the world," said David Brennan, Chief Executive Officer, AstraZeneca.

"We are very excited at the prospect of collaborating with a well-respected organization like AstraZeneca to advance our inflammation pipeline," said Kevin Sharer, Chairman and CEO at Amgen. "We believe this collaboration has the potential to bring more therapies to patients sooner, across more geographic areas. We are impressed with AstraZeneca's extensive experience in developing and launching products in the respiratory and gastroenterology areas, and believe this collaboration is an opportunity to work with a partner that has leading regulatory and commercial expertise in inflammation indications."

-ENDS-

NOTES TO EDITORS

About the inflammation portfolio included in the agreement

Under the agreement, the companies will jointly develop and commercialize the following five assets from Amgen's clinical-stage portfolio:

- **Brodalumab (AMG 827)** is a human monoclonal antibody that binds to and blocks signaling via the IL-17 receptor. Brodalumab is being investigated for psoriasis (completed Phase 2 and planned Phase 3), psoriatic arthritis (Phase 2) and asthma (Phase 2).
- **AMG 139** is a human monoclonal antibody. AMG 139 is being investigated in Phase 1b for Crohn's disease.
- **AMG 181** is a human monoclonal antibody. AMG 181 is being investigated in Phase 1a and Phase 1b for ulcerative colitis and Crohn's disease.
- **AMG 557** is a human monoclonal antibody that binds to B7-related protein 1 (B7RP-1). AMG 557 is being investigated in Phase 1b for autoimmune diseases such as systemic lupus erythematosus.
- **AMG 157** is a human monoclonal antibody that blocks interaction of thymic stromal lymphopoietin (TSLP) with the TSLP receptor. AMG 157 is being investigated in Phase 1b for asthma.

About Amgen

Amgen discovers, develops, manufactures and delivers innovative human therapeutics. A biotechnology pioneer since 1980, Amgen was one of the first companies to realize the new science's promise by bringing safe and effective medicines from lab, to manufacturing plant, to patient. Amgen therapeutics have changed the practice of medicine, helping millions of people around the world in the fight against cancer, kidney disease, rheumatoid arthritis, bone disease and other serious illnesses. With a deep and broad pipeline of potential new medicines, Amgen remains committed to advancing science to dramatically improve people's lives. To learn more about our pioneering science and our vital medicines, visit www.amgen.com. Follow us on www.twitter.com/amgen.

About AstraZeneca

AstraZeneca is a global, innovation-driven biopharmaceutical business with a primary focus on the discovery, development and commercialization of prescription medicines for gastrointestinal, cardiovascular, neuroscience, respiratory and inflammation, oncology and infectious disease. AstraZeneca operates in over 100 countries and its innovative medicines are used by millions of patients worldwide. For more information please visit: www.astrazeneca.com.

Amgen Forward Looking Statements

This news release contains forward-looking statements that are based on Amgen's current expectations and beliefs and are subject to a number of risks, uncertainties and assumptions that could cause actual results to differ materially from those described. All statements, other than statements of historical fact, are statements that could be deemed forward-looking statements, including estimates of revenues, operating margins, capital expenditures, cash, other financial metrics, expected legal, arbitration, political, regulatory or clinical results or practices, customer and prescriber patterns or practices, reimbursement activities and outcomes and other such estimates and results. Forward-looking statements involve significant risks and uncertainties, including those discussed below and more fully described in the Securities and Exchange Commission (SEC) reports filed by Amgen, including Amgen's most recent annual report on Form 10-K and most recent periodic reports on Form 10-Q and Form 8-K. Please refer to Amgen's most recent Forms 10-K, 10-Q and 8-K for additional information on the uncertainties and risk factors related to Amgen's business. Unless otherwise noted, Amgen is providing this information as of April 2, 2012 and expressly disclaims any duty to update information contained in this news release.

No forward-looking statement can be guaranteed and actual results may differ materially from those Amgen projects. Discovery or identification of new product candidates or development of new indications for existing products cannot be guaranteed and movement from concept to product is uncertain; consequently, there can be no guarantee that any particular product candidate or development of a new indication for an existing product will be successful and become a commercial product. Further, preclinical results do not guarantee safe and effective performance of product candidates in humans. The complexity of the human body cannot be perfectly, or sometimes, even adequately modeled by computer or cell culture systems or animal models. The length of time that it takes for Amgen to complete clinical trials and obtain regulatory approval for product marketing has in the past varied and Amgen expects

similar variability in the future. Amgen develops product candidates internally and through licensing collaborations, partnerships and joint ventures. Product candidates that are derived from relationships may be subject to disputes between the parties or may prove to be not as effective or as safe as Amgen may have believed at the time of entering into such relationship. Also, Amgen or others could identify safety, side effects or manufacturing problems with Amgen's products after they are on the market. Amgen's business may be impacted by government investigations, litigation and products liability claims. Amgen depends on third parties for a significant portion of its manufacturing capacity for the supply of certain of its current and future products and limits on supply may constrain sales of certain of its current products and product candidate development.

In addition, sales of Amgen's products are affected by the reimbursement policies imposed by third-party payors, including governments, private insurance plans and managed care providers and may be affected by regulatory, clinical and guideline developments and domestic and international trends toward managed care and healthcare cost containment as well as U.S. legislation affecting pharmaceutical pricing and reimbursement. Government and others' regulations and reimbursement policies may affect the development, usage and pricing of Amgen's products. In addition, Amgen competes with other companies with respect to some of its marketed products as well as for the discovery and development of new products. Amgen believes that some of its newer products, product candidates or new indications for existing products, may face competition when and as they are approved and marketed. Amgen's products may compete against products that have lower prices, established reimbursement, superior performance, are easier to administer, or that are otherwise competitive with its products. In addition, while Amgen routinely obtains patents for its products and technology, the protection offered by its patents and patent applications may be challenged, invalidated or circumvented by its competitors and there can be no guarantee of Amgen's ability to obtain or maintain patent protection for its products or product candidates. Amgen cannot guarantee that it will be able to produce commercially successful products or maintain the commercial success of its existing products. Amgen's stock price may be affected by actual or perceived market opportunity, competitive position, and success or failure of its products or product candidates. Further, the discovery of significant problems with a product similar to one of Amgen's products that implicate an entire class of products could have a material adverse effect on sales of the affected products and on Amgen's business and results of operations.

The scientific information discussed in this news release related to Amgen's product candidates is preliminary and investigative. Such product candidates are not approved by the U.S. Food and Drug Administration (FDA), and no conclusions can or should be drawn regarding the safety or effectiveness of the product candidates. Only the FDA can determine whether the product candidates are safe and effective for the use(s) being investigated. Only the FDA can determine whether the products are safe and effective for these uses. Healthcare professionals should refer to and rely upon the FDA-approved labeling for the products, and not the information discussed in this news release.

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Schedule
Products

Product
AMG 139
AMG 157
AMG 181
AMG 557
AMG 827

Schedule
Profit (Loss) Example

This schedule provides examples of the calculation of the Inventorship Margin and the calculation of the Profit (Loss) True-Up pursuant to Section 7.2.8 (Calculation of Profit (or Loss)).

I. **Inventorship Margin**. Assume for purposes of this example that Net Revenues are as follows:

	Q1 2017	Q2 2017	Q3 2017	Q4 2017
Net Revenues (excluding AMG827):	[*]	[*]	[*]	[*]
Net Revenues (AMG827 only):	[*]	[*]	[*]	[*]

Taking the third quarter as a representative example, the Inventorship Margin would be calculated as follows:

In Q3 2017, quarterly Net Revenues (excluding AMG827) are [*] and quarterly Net Revenues (AMG827 only) are [*]. The [*]% rate is applied to the [*] in Q3 2017 Net Revenues (excluding AMG827) and the [*]% rate is applied to the [*] in Q3 2017 Net Revenues (AMG827 only). The Inventorship Margin for the quarter is therefore [*] ([*] x [*] + [*] x [*] = [*]).

II. **Collaboration Profit (Loss)**. To determine the Collaboration Profit (Loss) in accordance with Section 7.2.8 (Calculation of Profit (or Loss)), each Party's share of Net Revenues must be determined pursuant to Section 7.2.8.2 (Profits) and Total Costs pursuant to Section 7.2.8.1 (Costs) for the quarter.

Assume for purposes of this example that Net Revenues for Q3 2017 are [*] and the Inventorship Margin is [*] (consistent with the example above). Further assume the following for Q3 2017:

	Total	Amgen	Partner
Net Revenues	[*]	[*]	[*]
Inventorship Margin	[*]	[*]	[*]
Share of Net Revenues	[*]	[*]	[*]
Collaboration Costs	[*]	[*]	[*]
True-Up Payment		[*]	[*]

In such a case, each Party's share of Net Revenues for Q3 2017 would be [*] ([*]-[*] = [*] / [*] = [*]).

Each Party's share of the Total Costs for Q3 2017 would be [*], representing Total Costs of [*] multiplied by the Quarterly Cap of 50% for Q3 2017. In this example, each Party incurred [*] of costs in such quarter, thus no netting would be required.

In this example, Partner would be entitled to a true-up payment from Amgen of [*], representing Partner's share of the Net Revenues less the amount of Net Revenues collected by Partner in Q3 2017 ([*]-[*] = [*]).

If, however, the Total Costs that had been incurred by each Party in the quarter differed, then each Party's share of the Collaboration Profit (Loss) for Q3 2017 for the quarter would need to be adjusted. For this example, assume the following:

	Total	**Amgen**	**Partner**
Net Revenues	[*]	[*]	[*]
Inventorship Margin	[*]	[*]	[*]
Share of Net Revenues	[*]	[*]	[*]
Collaboration Costs	[*]	[*]	[*]
True-Up Payment		[*]	[*]

In such a case, each Party's share of Net Revenues for Q3 2017 would still be [*], ([*]-[*] = [*] / [*] = [*]).

Additionally, each Party's share of the Total Costs for Q3 2017 would still be [*], representing Total Costs of [*] multiplied by the Quarterly Cap of 50% for Q3 2017. However, Partner would owe [*] to Amgen as reimbursement for its share of Total Costs (([*] x [*]) - [*] = [*]).

In this example, Partner would be entitled to a true-up payment of [*], representing Partner's share of the Net Revenues, less (i) the amount of Net Revenues collected by Partner in Q3 2017 and (ii) the amount owed to Amgen to cover Partner's share of Total Costs ([*]-[*] - [*] = [*]).

Schedule
Quality Agreement

Finished Drug Product and Placebo

QUALITY AGREEMENT

Between

AstraZeneca Collaboration Ventures, LLC
Hereafter referred to as "PARTNER"

and

Amgen Inc.
Hereafter referred to as "AMGEN"

This Quality Agreement is intended by the Parties to set forth a plan for the quality assurance groups of AMGEN and PARTNER to work in relation to the manufacture, labeling, packaging, testing, release, shipment and storage of the clinical drug product supply of AMG 139, AMG 157, AMG 181, AMG 557, AMG 827, and the placebo form of the clinical drug products for PARTNER's use in the Collaboration Territory. The specific details for each molecule will be outlined in addendums to the Quality Agreement. By signing below, the respective quality assurance representatives acknowledge and agree to the provisions of this Quality Agreement.

Agreed and accepted for:	**Agreed and accepted for:**
Partner	**Amgen Inc.**
By: _____	By: _____
Printed Name: Michael Kinley	Printed Name: Astrid McLean
Title: Sr. Director, Quality Assurance	Title: Director, Quality Assurance
Date: _____	Date: _____

Effective Date: March 30, 2012

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1. BACKGROUND INFORMATION

1.1 Amgen Inc. (hereinafter referred to as “AMGEN”) and Partner (hereinafter referred to as “PARTNER”) (hereinafter referred to individually as “Party” or collectively as “Parties”) have entered into that certain Collaboration Agreement dated as of March 30, 2012 (the “Collaboration Agreement”), pursuant to which AMGEN supplies PARTNER with Drug Product and Placebo.

2. SCOPE

2.1 This Quality Agreement defines the quality obligations of the Parties and their respective affiliates or approved contractors, with respect to the manufacture, labeling, packaging, testing, release, shipment and storage of Product in accordance with the Collaboration Agreement.

2.2 The provisions of this Quality Agreement supplement the provisions of the Collaboration Agreement. The terms of the Collaboration Agreement shall remain in full force and effect. In the event of any conflict between the Collaboration Agreement and this Quality Agreement, the Collaboration Agreement shall govern over the conflict.

2.3 This Quality Agreement may be amended only by mutual written agreement of the Parties.

2.4 Exhibits to this Quality Agreement are intended to provide additional definition to the applicable topic and, as such, should be updated to reflect the current information and business process, as applicable. Amendment of the Exhibits does not require re-approval of the Quality Agreement unless the Quality Agreement itself is affected. Exhibits and all amendments of Exhibits shall be approved by mutually written agreement by the Parties.

2.5 All activities under this Quality Agreement shall be performed in compliance with standard industry practices, regulatory agency guidelines, AMGEN specifications, and all applicable federal, state, and local laws and regulations, including, without limitations, cGMPs.

2.6 This Quality Agreement shall expire at the termination, cancellation, or expiration, as the case may be, of AMGEN’s obligation to supply Drug Product and Placebo for PARTNER’s clinical use.

2.7 PARTNER’s use of Product shall be limited to use in clinical trials approved by the Joint Steering Committee (JSC) as defined in the Collaboration Agreement and where PARTNER has been allocated responsibility to conduct such clinical trials.

3. DEFINITIONS

3.1 All capitalized terms not otherwise defined in this Quality Agreement shall have the definition set forth in the Collaboration Agreement.

3.2 As used in this Quality Agreement, the following terms shall have the following meanings:

CoA	Certificate of Analysis prepared by AMGEN for the Product representing the analytical results of the Product.
CoC	Certificate of Compliance or Quality Assurance Disposition (QAD), prepared by AMGEN for the Product representing that the Product was manufactured according to cGMP requirements.
Disposition Manager	AMGEN Quality Assurance staff member qualified to perform the comprehensive quality assessment and make the disposition decision.
Disposition Package	Documentation set provided to PARTNER representing AMGEN batch disposition of the Product.
Drug Product	AMG 139, AMG 157, AMG 181, AMG 557, AMG 827 Drug Product in finished form as manufactured by AMGEN under the terms of the Collaboration Agreement.
Final Release	Release of Product by AMGEN or PARTNER in accordance with standard operating procedures (“SOPs”).
cGMP	All applicable laws and regulations relating to current Good Manufacturing Practices, as promulgated by the United States Food and Drug Administration (FDA) and ‘Good Manufacturing Practices as defined in EC Volume IV of The Rules Governing Medical Products in the European Community’.
Manufacturer’s Release	Release of Product by AMGEN, according to its SOPs. Manufacturer’s Release signifies that Product has been produced using approved processes, in compliance with applicable cGMP regulations, and meets the specifications established for the Product, as determined by review of all appropriate documentation.
Material Change	A change which materially modifies the regulatory filing for the Product or is determined by AMGEN to have significant potential to materially affect the Safety, Quality, Identity, Potency, or Purity of the Product.

Nonconformance	Deviations incurred during the manufacture, labeling, packaging, testing, storage or shipment of the Product, which AMGEN determined to have the potential to impact the Safety, Quality, Identity, Potency, or Purity of the Product, upon preliminary evaluation and required performing an investigation according to AMGEN SOPs.
OOS Result	An examination, measurement or test result that does not conform with pre-established specification requirements established by the relevant Party.
Placebo	A mock treatment or drug that has no effect on the illness, given in a clinical trial to the control group to help differentiate the specific versus non-specific effects of an experimental treatment.
Product	The Drug Product and finished Placebo as manufactured by AMGEN for PARTNER under the terms of the Collaboration Agreement.
Regulatory Agency	A public authority or government agency responsible for protecting and promoting public health through regulation or rulemaking (codifying and enforcing rules and regulations and imposing supervision or oversight for the benefit of the public at large).
Reference Sample	Sample collected from the manufacture of Product for the purpose of being analyzed, should the need arise, to support significant investigations.
Retention Samples	A fully packaged unit from a batch of finished Product stored for identification purposes.
AMGEN Quality Specifications	AMGEN approved set of analytical methods, requirements, and limits as used to judge the identity, purity and potency of all source materials, raw materials, and finished filled, labeled and packaged Product which comprises the Product.
Stock Recovery	The removal or correction of a non-marketed product used in a clinical trial for reasons related to product Safety, Quality, Identity, Potency, or Purity, that has not been marketed or that has not left the direct control of PARTNER.

4. RESPONSIBILITIES

4.1 Without limiting any other provision of this Quality Agreement, the Parties agree that this Quality Agreement is intended to carry out the following guiding principles:

4.1.1 The Parties' quality obligations with respect to the manufacture, labeling, packaging, testing, release, shipment and storage of Product are as set forth in this Quality Agreement and the Collaboration Agreement.

4.1.2 The Parties shall comply with all Applicable Laws in the conduct of activities under this Quality Agreement.

4.1.3 The Parties acknowledge that AMGEN and PARTNER shall each have the right to perform responsibilities hereunder through their Affiliates and contractors.

4.1.4 The Parties shall collaborate to address any disagreements.

5. COMMUNICATION

5.1 AMGEN and PARTNER agree to provide verbal communication to one another, in a timely manner, as necessary or appropriate for a given issue. Both Parties also agree to follow-up and clarify promptly in writing those important verbal communications to ensure clarity of issues. All official communications and documentation between AMGEN and PARTNER will be conducted in English.

5.1.1 The forwarding by PARTNER of any written communication from any global Regulatory Agency concerning the Product outlined in this document shall be done within 3 business days in the original language in which it was received by PARTNER with supplementary comments in English. An English translated version will also be forwarded.

5.1.2 The forwarding of any oral communication from any global Regulatory Agency concerning the Product outlined in this document shall be done within 3 business days in the original language in which the notes concerning the correspondence were taken by PARTNER with supplementary comments in English. An English translated version will also be forwarded.

5.2 Routine verbal and written communications required herein shall be delivered to the individuals indicated in EXHIBIT A or their delegates.

6. BATCH DISPOSITION (PRODUCT RELEASE)

6.1 AMGEN Quality Responsibility

6.1.1 AMGEN shall be responsible for the Manufacturer's Release of the Product to PARTNER.

6.1.2 AMGEN shall provide to PARTNER the Disposition Package for each batch of Product supplied to PARTNER, upon shipment. The documents to be included in the Disposition Package will be outlined in amendments which are specific to the Product.

6.1.3 The Disposition Package for the batch will include a list of Nonconformance(s) incurred during the manufacture, labeling, packaging, testing, or storage of the Product. The list of Nonconformance(s) will include a summary of only lot-specific Nonconformances determined by AMGEN to have significant potential to adversely impact the Safety, Quality, Identity, Potency, or Purity of the Product, according to AMGEN procedures or regulatory filing. Such list will be sent to PARTNER upon shipment of the Product by AMGEN to PARTNER.

6.1.4 AMGEN shall use commercially reasonable efforts to mitigate the risk of Transmissible Spongiform Encephalopathy (TSE) for raw materials and components used during perform of Services per current requirements of Regulatory Agencies and current compendial requirements.

6.2 PARTNER Quality Responsibility

6.2.1 PARTNER shall be responsible for the Final Release of the Product for clinical distribution after reviewing the Disposition Package provided by AMGEN and any shipping records and, if applicable, results of acceptance testing as conducted by a PARTNER qualified laboratory.

6.2.2 In the event PARTNER provides AMGEN with notice of Nonconformance of the Product within 60 days from the date of delivery of Product, AMGEN and PARTNER agree to collaborate to investigate the Nonconformance prior to the disposition of the lot by PARTNER according to each Party's respective failure investigation policies and procedures in accordance with the Quality Agreement.

6.2.3 In the event PARTNER is responsible for a specific European clinical trial, a PARTNER QP or one authorized by PARTNER, will be responsible for certification of Product according to the requirements set out in the European cGMPs.

7. LABEL APPROVAL

7.1 Physical Label Creation and Approval

7.1.1 Physical labels for Product will be generated and approved according to established procedures of AMGEN, for any such activities performed by such Party.

7.1.2 Label Application

7.1.2.1 AMGEN is responsible for labeling and bulk packaging of the clinical supplies.

7.1.2.2 AMGEN shall apply physical labels to Product prior to supply to PARTNER.

8. QUALITY CONTROL

8.1 AMGEN Quality Control Laboratory Testing Responsibility

8.1.1 AMGEN will conduct testing of Product according to AMGEN Quality Specifications and its methods, policies and procedures.

8.2 PARTNER Importation and Testing Responsibility

8.2.1 PARTNER shall be responsible for preparing all documents required for import clearance and entry of shipment with reasonable cooperation from AMGEN. Product batches will be evaluated by PARTNER upon receipt for conformance to applicable import and transport requirements, such as temperature monitoring, damage and documentation requirements.

8.2.2 PARTNER is responsible for sampling upon receipt and conducting testing, as required. Such testing will be conducted by PARTNER (or if AMGEN expressly consent in writing, by appropriately qualified laboratories) by appropriately qualified personnel according to testing procedures mutually agreed by the Parties.

8.2.3 If AMGEN expressly consents to PARTNER using a contract laboratory for import testing, then PARTNER is responsible for

shipping Product to its contract laboratory to perform import testing, if necessary.

8.2.4 In the case of OOS, an investigation will be performed per Section 13 (INVESTIGATION OF NONCONFORMANCES, DISCREPANCIES) of this Quality Agreement and PARTNER should notify and obtain consent from AMGEN prior to conducting testing using any other analytical method during the investigation.

8.3 Stability Tesing

8.3.1 AMGEN will conduct routine stability testing of the Product according to AMGEN's clinical stability program requirements.

8.3.2 AMGEN will communicate the expiration of each lot in the Disposition Package.

8.3.3 AMGEN shall notify PARTNER within two (2) business days of any confirmed stability failure of the Product and provide periodic updates on the OOS investigation.

8.3.4 PARTNER will not conduct any stability testing on the Product unless authorized to do so by AMGEN.

8.3.5 AMGEN will provide PARTNER the current Stability Summary Report, including trending, upon request.

9. REFERENCE SAMPLES

9.1 AMGEN shall retain Reference Samples for each manufactured lot of Product released to PARTNER for a minimum of five (5) years after the expiration period. This period may be shortened if the period of stability of the material, as indicated in its specification, is shorter.

10. RETENTION SAMPLES

10.1 PARTNER shall retain Retention Samples for each packaged lot of Product released for clinical distribution per established PARTNER procedure.

11. RECEIVING, SHIPPING, STORAGE and DESTRUCTION

11.1 Unless otherwise agreed by the Parties, AMGEN shall ship Product EXW (Incoterms 2010) AMGEN's facility.

11.2 PARTNER is responsible for reviewing temperature recording data upon receipt of Product shipment.

11.3 PARTNER is responsible for adequate storage of the Product upon receipt according to the storage requirements specified in the product specification.

11.4 Shipping excursions will be investigated per Section 13 (INVESTIGATIONS OF NONCONFORMANCES, DISCREPANCIES) of this Quality Agreement.

11.5 PARTNER is responsible for reviewing temperature recording data of the Product according to the storage requirements if a temperature excursion is identified at a clinical investigation site.

11.5.1 PARTNER notifies AMGEN of any shipping Nonconformances, such as temperature excursions, upon receiving shipping records.

11.5.2 AMGEN shall provide PARTNER adequate training and relevant stability data to support temperature excursions obtained at clinical investigation sites, provided that, AMGEN shall not have any obligation to conduct new tests to support assessment of temperature excursions. If a temperature excursion exceeds any of the limits supported by the stability data, AMGEN shall provide reasonable support to properly assess the product impact, if requested by PARTNER.

11.6 PARTNER shall be responsible for the destruction of any unused and partially used Product in accordance with Applicable Laws and regulations.

12. CHANGE CONTROL

12.1 AMGEN shall notify PARTNER of AMGEN's intention to implement such Material Change and the details of such Material Change for the material changes of manufacturing of the Product, specifically impacting the following documents, if applicable: (1) Analytical Methods, (2) Master Batch/Labeling/Packaging Records, (3) Primary Packaging Components Specifications, (4) Product Specifications, and (5) Raw Material/Component Specifications.

12.2 Within fourteen (14) calendar days after the receipt of such notification, to the extent such Material Change impacts a Regulatory Filing for which PARTNER is the Designated Regulatory Party, PARTNER shall provide to AMGEN a written

assessment of whether the Material Change constitutes a change which is reportable to Governmental Authorities.

12.3 If a Material Change requires the approval of a Governmental Authority in the Collaboration Territory, then, where PARTNER is the Designated Regulatory Party, PARTNER shall use reasonable efforts to file for such approval within sixty (60) days of receipt of the necessary documentation from AMGEN and obtain necessary regulatory approvals.

12.4 PARTNER shall provide updates to AMGEN of any regulatory submissions relating to said changes.

12.5 PARTNER shall inform AMGEN of any required regulatory change and reporting category in writing within two (2) business days after PARTNER first becomes aware of such information. PARTNER must inform AMGEN of the request in writing, at a minimum the request should describe the proposed change and rationale.

13. INVESTIGATIONS OF NONCONFORMANCES, DISCREPANCIES (POST DISTRIBUTION NC'S)

13.1 If a Nonconformance is identified after a Product batch has been shipped to PARTNER, AMGEN shall inform PARTNER within two (2) business days of such Nonconformance.

13.2 AMGEN will provide support, as necessary and reasonable, to enable PARTNER to comply with applicable regulatory reporting requirements that may result from the occurrence of a post-distribution Nonconformance.

13.3 Each Party shall inform the other Party as soon as reasonably possible of issues which may adversely impact Product quality, safety, efficacy or adverse events relating to the batch of Product received by PARTNER.

14. AUDITS AND INSPECTIONS

14.1 PARTNER Audits

14.1.1 All audits of AMGEN are limited to the facilities where the Products are manufactured, Quality Systems and documentation directly related to the

Products, and Batch Records related to lots provided to PARTNER, The scope, agenda, and timeline must be approved by AMGEN prior to each audit.

14.1.2 All audits of AMGEN facilities will be conducted during regular business hours in the presence of AMGEN representatives. Audits shall be conducted by not more than two (2) PARTNER representatives at each AMGEN facility, and, unless otherwise agreed upon by AMGEN, for not more than two (2) business days at each site. PARTNER shall provide AMGEN written notification of such audit no less than one hundred twenty days (120) days in advance. The written notification must clearly state the scope of the audit and regulatory standards to be used to conduct the audit. PARTNER may conduct an audit once in a twelve (12) month period, upon AMGEN's approval of the audit request.

14.1.3 In addition to the annual audit described in Section 14.1.2 above, PARTNER is permitted to request an unplanned "For Cause" audit during the case of a quality or regulatory event. AMGEN will consider any such request in good faith, but will have sole discretion whether or not to grant such request.

14.1.3.1 Such "For Cause" audits require prior written notice by PARTNER to AMGEN and shall be conducted during AMGEN's normal business hours. Each party must approve the audit scope, agenda and timeline prior to conducting the audit. For Cause audits shall be conducted by not more than two (2) PARTNER representatives at each AMGEN facility, and, unless otherwise agreed upon by AMGEN, for not more than two (2) business days.

14.2 Audit Findings

14.2.1 PARTNER shall provide AMGEN a copy of the audit report within thirty (30) calendar days of completion of an audit. After delivery of the audit report, AMGEN shall provide PARTNER with a written response to such report within thirty (30) calendar days from AMGEN's receipt of the report from PARTNER. All information contained in the audit report shall be deemed the confidential information of AMGEN under the Collaboration Agreement.

14.3 Regulatory Agency Inspections

14.3.1 PARTNER shall notify AMGEN immediately upon notification by any Regulatory Agency or other Government Authority of any intended inspection of AMGEN's facilities or records relating to the manufacturing, testing, packaging, labeling, and storage of the Product.

14.3.2 PARTNER shall have the right to have a maximum of one (1) representative present during a regulatory inspection of AMGEN's facilities that perform manufacturing or testing of Product. Presence of PARTNER during an inspection at an AMGEN facility will be according to the direction of AMGEN. PARTNER representative shall not have direct participation during inspection discussions with Regulatory Agency inspector(s).

14.3.3 AMGEN shall provide PARTNER with a copy of the final response immediately after submission to the Regulatory Agency.

14.3.4 PARTNER is responsible for the arrangement of interpreters and translation of documents which may be required by the Regulatory Agency during inspection of AMGEN facilities. AMGEN shall have the right to arrange interpreter and document translation services upon agreement with PARTNER or if PARTNER fails to do so.

15. DISPUTE RESOLUTION

15.1 Disputes relating to non-compliance or nonconformance of Product with the product specifications shall be governed by the terms set forth in the Collaboration Agreement. The provisions of Section 15.3 (choice of law; jurisdiction) of the Collaboration Agreement are deemed incorporated into this Quality Agreement.

16. CUSTOMER COMPLAINTS

16.1 Any information related to customer complaints (i.e., communication that alleges deficiencies relating to the identity, quality, durability, reliability, safety, effectiveness, or performance of a drug, condition of labeling, or packaging, after it is released by PARTNER for clinical studies) shall be forwarded to AMGEN within one (1) business day after PARTNER first becomes aware of such information.

16.2 AMGEN shall investigate according to AMGEN's applicable policy and procedures customer complaints submitted by PARTNER. Complaints which require an AMGEN investigation will be sent to this e-mail address: XXXXXXXXX@amgen.com

16.3 AMGEN shall provide PARTNER with an Interim Report within 30 days and an investigation closure Final Report within forty-five (45) days of receipt of the customer complaint.

17. STOCK RECOVERY

17.1 If any problems are discovered and identified as recall/stock recovery issues related to the Product, the discovering Party shall notify the other immediately.

17.2 PARTNER and AMGEN shall each notify the other Party within three (3) business days if it becomes aware that any Product is alleged or proven to be the subject of a recall or stock recovery in the Collaboration Territory.

17.3 The Parties shall meet to discuss the circumstances that merit the Product recall or stock recovery and to determine the appropriate course of action. Such course of action shall be consistent with the internal SOP of the Party having the right to control such recall pursuant to this section.

17.4 If either Party proposes to initiate a Stock Recovery or other corrective action with respect to the Product in the Collaboration Territory, the Parties will promptly discuss such proposed action. Any decisions by the Parties shall be governed by the terms of the Collaboration Agreement. The Parties shall cooperate, as reasonably necessary, in the implementation of such actions.

17.5 The Parties shall cooperate and promptly perform investigations into the root causes leading up to the Product Stock Recovery, when appropriate. Investigation reports regarding the defect or cause for such regulatory reporting shall be provided to the corresponding Party within an appropriate timeframe dependent on regulatory reporting requirements.

17.6 The Parties shall each maintain complete and accurate records of any Stock Recovery it has the right to control pursuant to this section of the Quality Agreement for such periods as may be required by legal requirements, but in any event for no less than three (3) years from the date of Stock Recovery.

17.7 Each Party maintains the responsibility for Product distributed within the Collaboration Territory for its own clinical studies.

18. RESPONSIBLE PERSONS: CONTACT INFORMATION

18.1 The individuals listed in EXHIBIT A shall be the key points of contact between AMGEN and PARTNER relating to the rights and obligations of the Parties in this Quality Agreement. The responsible individuals, or their respective delegates, must be notified in official communications as required by this Quality Agreement.

EXHIBIT A

Responsible Persons and Contact Information

AMGEN			
Name	**Email Address**	**Contact Number**	**Responsibility**
XXXXXXXXX	XXXXXXXXX	XXXXXXXXX	Manager, International Quality
XXXXXXXXX	XXXXXXXXX	XXXXXXXXX	Director, International Quality

PARTNER			
Name	**Email Address**	**Contact Number**	**Responsibility**
XXXXXXXXX	XXXXXXXXX	XXXXXXXXX	Director of QA and EU QP
XXXXXXXXX	XXXXXXXXX	XXXXXXXXX	Senior Director, Quality Assurance

Exhibit A Version Date: March 30, 2012

Agreed and accepted for:

Partner

By: _____

Printed Name: Michael Kinley

Title: Sr. Director, Quality Assurance

Date: _____

Agreed and accepted for:

Amgen Inc.

By: _____

Printed Name: Astrid McLean

Title: Director, Quality Assurance

Date: _____

Schedule
Stage 1 Clinical Trial

Product	Stage 1 Clinical Trial
AMG139	[*]
AMG157	[*]
AMG181	[*]
AMG557	[*]
AMG827	[*]

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: May 8, 2012

/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: May 8, 2012

/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 March 31, 2012 (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: May 8, 2012

/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 March 31, 2012 (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: May 8, 2012

/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.