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

FORM 10-K

(Mark One)
[X]ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2000

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)

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

Common stock, $0.0001 par value; preferred share purchase rights;
Contractual contingent payment rights
(Title of class)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 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 [X] No [_]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [_]

The approximate aggregate market value of voting and non-voting stock held by non-affiliates of the registrant was $74,135,056,000 as of February 15, 2001 (A)

1,041,537,659
(Number of shares of common stock outstanding as of February 15, 2001)

Documents incorporated by reference:

Document	Form 10-K Parts
Definitive 2001 Proxy Statement, to be filed within 120 days of December 31, 2000 (specified portions).....	III

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(A) Excludes 12,777,130 shares of common stock held by directors and officers, and any stockholders whose ownership exceeds five percent of the shares outstanding, at February 15, 2001. Exclusion of shares held by any person should not be construed to indicate that such person possesses the power, directly or indirectly, to direct or cause the direction of the management or policies of the registrant, or that such person is controlled by or under common control with the registrant.

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PART I

Item 1. BUSINESS

Overview

Amgen Inc. ("Amgen" or the "Company") is a global biotechnology company that discovers, develops, manufactures and markets human therapeutics based on advances in cellular and molecular biology.

The Company manufactures and markets four human therapeutic products, EPOGEN(R) (Epoetin alfa), NEUPOGEN(R) (Filgrastim), INFERGEN(R) (Interferon alfacon-1) and STEMGEN(R) (Ancestim). EPOGEN(R) stimulates the production of red blood cells and is marketed by Amgen in the United States for the treatment of anemia associated with chronic renal failure in patients on dialysis. NEUPOGEN(R) selectively stimulates the production of neutrophils, one type of white blood cell. The Company markets NEUPOGEN(R) in the United States, countries of the European Union ("EU"), Canada and Australia for use in decreasing the incidence of infection in patients undergoing myelosuppressive chemotherapy. In addition, NEUPOGEN(R) is marketed in most of these countries for use in reducing the duration of neutropenia for patients undergoing myeloablative therapy followed by bone marrow transplantation, for reducing symptoms in patients with severe chronic neutropenia, for supporting peripheral blood progenitor cell ("PBPC") transplants and for reducing the recovery time of neutrophils and the duration of fever following chemotherapy treatment in patients being treated for acute myelogenous leukemia ("AML"). NEUPOGEN(R) is also marketed in the EU, Canada and Australia for use in treating neutropenia in patients infected with the human immunodeficiency virus ("HIV") receiving antiviral and/or other myelosuppressive medications. INFERGEN(R) is a non-naturally occurring type-1 interferon which stimulates the immune system to fight viral infections and is indicated for the treatment of chronic hepatitis C viral infection. The Company sells INFERGEN(R) in the United States and Canada. STEMGEN(R) stimulates the production, mobilization and maturation of progenitor cells and is indicated for use in support of stem cell transplantation. The Company markets STEMGEN(R) in Canada and Australia.

The Company focuses its research and development efforts on human therapeutics delivered in the form of proteins, monoclonal antibodies and small molecules in the therapeutic areas of nephrology, cancer, inflammation and neurology and metabolism. The Company has research facilities in the United States and Canada and has clinical development staff in the United States, the EU, Canada, Australia, Japan and the People's Republic of China. In addition to internal research and development efforts, the Company has acquired certain product and technology rights and has established research and development collaborations.

Amgen operates commercial manufacturing facilities located in the United States, Puerto Rico and The Netherlands. A sales and marketing force is maintained in the United States, EU, Canada, Australia, New Zealand and the People's Republic of China. In addition, Amgen has entered into licensing and/or co-promotion agreements to market EPOGEN(R), NEUPOGEN(R) and INFERGEN(R) in certain geographic areas.

The Company was incorporated in California in 1980 and was merged into a Delaware corporation in 1987. Amgen's principal executive offices are located at One Amgen Center Drive, Thousand Oaks, California 91320-1799.

Products

Recombinant human erythropoietin

EPOGEN(R) (proper name--Epoetin alfa) is Amgen's registered trademark for its recombinant human erythropoietin product, a protein that stimulates red blood cell production. Red blood cells transport oxygen to all cells of the body. Without adequate amounts of erythropoietin, the red blood cell count is reduced, thereby diminishing the ability of the blood to deliver sufficient amounts of oxygen to the body, resulting in anemia. People with chronic renal failure suffer from anemia because they do not produce sufficient amounts of erythropoietin, which is normally produced in healthy kidneys. Amgen promotes EPOGEN(R) for the treatment

of anemia associated with chronic renal failure for patients who are on dialysis and is indicated to elevate or maintain the red blood cell level (as determined by hematocrit or hemoglobin measurements) and to decrease the need for blood transfusions in these patients.

In the United States, Amgen was granted rights to market recombinant human erythropoietin under a licensing agreement with Kirin-Amgen, Inc. ("Kirin-Amgen"), a joint venture between Kirin Brewery Company, Limited ("Kirin") and Amgen (see "Joint Ventures and Business Relationships--Kirin Brewery Company, Limited"). The Company began selling EPOGEN(R) in 1989 when the U.S. Food and Drug Administration ("FDA") approved its use in the treatment of anemia associated with chronic renal failure. In November 1999, the FDA approved EPOGEN(R) for the treatment of anemia in children with chronic renal failure who are on dialysis.

The Company has retained exclusive rights to market EPOGEN(R) in the United States for dialysis patients. Amgen has granted Ortho Pharmaceutical Corporation (which has assigned its rights under the Product License Agreement to Ortho Biotech Products, L.P.), a subsidiary of Johnson & Johnson, hereafter referred to as "Johnson & Johnson", a license to commercialize recombinant human erythropoietin as a human therapeutic in the United States in all markets other than dialysis. Johnson & Johnson markets recombinant human erythropoietin under the trademark PROCRIT(R) in the United States. See Note 1 to the Consolidated Financial Statements, "Summary of significant accounting policies--Product sales". In countries other than the United States, the People's Republic of China and Japan, Johnson & Johnson was granted rights to commercialize erythropoietin as a human therapeutic under a licensing agreement with Kirin-Amgen. Affiliates of Johnson & Johnson manufacture and market erythropoietin under the trademark EPREX(R) in various countries. See "Joint Ventures and Business Relationships--Johnson & Johnson".

In Japan and the People's Republic of China, Kirin was granted rights to market recombinant human erythropoietin under licensing agreements with Kirin-Amgen (see "Joint Ventures and Business Relationships-- Kirin Brewery Company, Limited"). Kirin manufactures and markets its recombinant human erythropoietin product under the trademark ESPO(R).

For EPOGEN(R) sales information for the years ended December 31, 2000, 1999 and 1998, see Note 10 to the Consolidated Financial Statements.

Recombinant-methionyl human granulocyte colony-stimulating factor

NEUPOGEN(R) (proper name--Filgrastim) is Amgen's registered trademark for its recombinant-methionyl human granulocyte colony-stimulating factor ("G-CSF"), a protein that selectively stimulates production of certain white blood cells known as neutrophils. Neutrophils are the body's first defense against infection. Treatments for various diseases and diseases themselves can result in extremely low numbers of neutrophils, a condition called neutropenia. Myelosuppressive chemotherapy, one treatment option for individuals with cancer, targets cell types which grow rapidly, such as tumor cells, neutrophils and other types of blood cells. Myelosuppressive chemotherapy can be administered with the intent to cure cancer (curative setting) or with the intent to reduce pain and other complications of cancer by shrinking the tumor (palliative setting). NEUPOGEN(R) is prescribed more frequently in the curative setting. Providing NEUPOGEN(R) as an adjunct to myelosuppressive chemotherapy can reduce the duration of neutropenia and thereby reduce the potential for infection.

Severe chronic neutropenia is an example of disease-related neutropenia. In severe chronic neutropenia, the body fails to manufacture sufficient neutrophils. Chronic administration of NEUPOGEN(R) has been shown to reduce the incidence and duration of neutropenia-related consequences, such as fever and infections, in patients with severe chronic neutropenia.

Patients undergoing bone marrow transplantation are treated with NEUPOGEN(R) to accelerate recovery of neutrophils following chemotherapy and bone marrow infusion. NEUPOGEN(R) also has been shown to induce

immature blood cells (progenitor cells, sometimes referred to as stem cells) to migrate (mobilize) from the bone marrow into the blood circulatory system. When these peripheral blood progenitor cells (PBPC) are collected from the blood, stored and re-infused (transplanted) after high dose chemotherapy, recovery of platelets, red blood cells and neutrophils is accelerated. PBPC transplantation may be an alternative to autologous bone marrow transplantation for some patients.

In the United States, NEUPOGEN(R) was initially indicated to decrease the incidence of infection as manifested by febrile neutropenia for patients with non-myeloid malignancies undergoing myelosuppressive chemotherapy. Subsequently, the FDA approved NEUPOGEN(R) for additional indications: to reduce the duration of neutropenia for patients with non-myeloid malignancies undergoing myeloablative therapy followed by bone marrow transplantation; to reduce the incidence and duration of neutropenia-related consequences in symptomatic patients with congenital neutropenia, cyclic neutropenia or idiopathic neutropenia (collectively, severe chronic neutropenia); for use in mobilization of PBPC for stem cell transplantation; and to reduce the recovery time of neutrophils and the duration of fever following chemotherapy treatment in patients being treated for AML. In the EU, Canada and Australia, NEUPOGEN(R) is marketed for the same indications.

The Company also markets NEUPOGEN(R) in the EU, Canada and Australia for the treatment of neutropenia in HIV patients receiving antiviral and/or other myelosuppressive medications. A trial for the treatment of neutropenia in HIV infected patients was completed and a supplemental licensing application for approval of this indication was submitted to the FDA in 1996. The FDA has raised concerns about whether this submission is approvable, and the Company cannot predict the outcome of discussions with the FDA.

The Company began selling NEUPOGEN(R) in the United States in February 1991 pursuant to a licensing agreement with Kirin-Amgen. Kirin markets GRAN(R), its G-CSF product, in Japan, the People's Republic of China, Taiwan and Korea under licensing agreements with Kirin-Amgen (see "Joint Ventures and Business Relationships--Kirin Brewery Company, Limited"). In the EU, NEUPOGEN(R) is commercialized by Amgen and F. Hoffmann-La Roche Ltd ("Roche") under a co-promotion agreement (see "Joint Ventures and Business Relationships--F. Hoffmann-La Roche Ltd"). In geographic areas of the world other than those above, Roche markets NEUPOGEN(R) under licenses from Amgen and Kirin-Amgen (see "Joint Ventures and Business Relationships--Kirin Brewery Company, Limited" and "Joint Ventures and Business Relationships--F. Hoffmann-La Roche Ltd").

For NEUPOGEN(R) sales information for the years ended December 31, 2000, 1999 and 1998, see Note 10 to the Consolidated Financial Statements.

Other products

INFERGEN(R) (proper name--Interferon alfacon-1) is Amgen's registered trademark for its recombinant consensus interferon, a non-naturally occurring protein that combines structural features of many interferon sub-types. Interferons are natural proteins produced by the body which stimulate the immune system to fight viral infections. Hepatitis C viral infection ("HCV") is a potentially deadly disease that, if not treated, may lead to cirrhosis and hepatocellular carcinoma, or liver cancer. The Company began selling INFERGEN(R) in the United States in October 1997. Amgen sells INFERGEN(R) for the treatment of adults with chronic HCV. INFERGEN(R) is approved for the treatment of newly diagnosed or previously untreated HCV patients for 24 weeks and for 48 weeks at a higher dose in patients who relapsed or failed to respond to initial interferon treatment. Amgen also sells INFERGEN(R) for the treatment of chronic HCV in Canada.

In 1996, Amgen licensed to Yamanouchi Pharmaceutical Co., Ltd. of Japan ("Yamanouchi") the rights to develop, manufacture and commercialize Interferon alfacon-1 for all indications around the world except in the United States and Canada. Yamanouchi granted rights to the Company to co-develop and market Interferon alfacon-1 in Japan, the People's Republic of China and Taiwan (see "Joint Ventures and Business Relationships--Yamanouchi Pharmaceutical Co., Ltd.").

STEMGEN(R) (proper name--Ancestim) is Amgen's registered trademark for its recombinant-methionyl human stem cell factor. STEMGEN(R), when used in combination with NEUPOGEN(R), has been shown to induce immature blood cells (progenitor cells, sometimes referred to as stem cells) to migrate (mobilize) from the bone marrow into the blood circulatory system. When these peripheral blood progenitor cells (PBPC) are collected from the blood, stored and re-infused (transplanted) after high dose chemotherapy, recovery of platelets, red blood cells and neutrophils is accelerated. PBPC transplantation may be an alternative to autologous bone marrow transplantation for some patients. In 1999, STEMGEN(R) was approved for use in support of stem cell transplantation by the regulatory authorities in Canada, Australia and New Zealand. In 2000, the Company withdrew its application to market STEMGEN(R) in the United States. Discussions with other regulatory agencies are continuing. The Company is also investigating the potential benefits of STEMGEN(R) for patients with aplastic anemia in a phase 1/2 clinical trial.

Product Candidates

The Company focuses its research and development efforts on human therapeutics delivered in the form of proteins, monoclonal antibodies and small molecules in the therapeutic areas of nephrology, cancer, inflammation and neurology and metabolism (see "Factors That May Affect Amgen--Results of our product development are uncertain.").

Nephrology

ARANESP(TM) (proper name--darbepoetin alfa) is Amgen's registered trademark for its novel erythropoiesis stimulating protein, a protein that stimulates red blood cell production. In December 1999 and early 2000, the Company filed regulatory submissions for the use of ARANESP(TM) in patients with chronic renal insufficiency and chronic renal failure in the U.S., EU, Canada, Australia and New Zealand. Data from phase 3 clinical trials indicate that ARANESP(TM) permits less frequent dosing than Epoetin alfa in the treatment of anemia in patients with chronic renal insufficiency and chronic renal failure.

In April 1999, the Company announced that phase 2 clinical trials of darbepoetin alfa for the treatment of anemia resulting from chemotherapy had been initiated. Preliminary data from these clinical trials were presented in December 2000 and suggest that treatment of anemia with darbepoetin alfa in cancer patients receiving myelosuppressive chemotherapy may be effective given once weekly or once every three weeks. Phase 3 clinical trials of darbepoetin alfa for the treatment of anemia resulting from chemotherapy are ongoing.

The Company has entered into an agreement with Kirin to jointly develop darbepoetin alfa through its joint venture, Kirin-Amgen (see "Joint Ventures and Business Relationships--Kirin Brewery Company, Limited"). Amgen has been granted an exclusive license by Kirin-Amgen to manufacture and market darbepoetin alfa in the United States, all European countries, Canada, Australia, New Zealand, Mexico and all Central and South American countries. Kirin has been granted similar rights by Kirin-Amgen for Japan, the People's Republic of China, Taiwan, Korea and certain other countries in Southeast Asia.

A focus of the Company's effort in nephrology is in the area of hyperparathyroidism ("HPT"). HPT is a disorder that causes excessive secretion of parathyroid hormone ("PTH") from the parathyroid gland, leading to elevated serum calcium, called hypercalcemia. Symptoms of HPT include bone loss, muscle weakness, depression and forgetfulness. Secondary HPT is commonly seen as a result of kidney failure, affecting a majority of dialysis patients. Primary HPT primarily afflicts post-menopausal women. The Company has entered into a license agreement with NPS Pharmaceuticals, Inc. ("NPS") for Amgen to develop and commercialize NPS's calcimimetic small molecules based on NPS's proprietary calcium receptor technology for the treatment of HPT. The Company is in separate phase 2 clinical trials for primary and secondary HPT with a second generation calcimimetic compound. In 2000, data from phase 2 studies were presented suggesting that treatment with small-molecule calcimimetics results in dose-dependent decreases in PTH levels and may provide effective reduction of calcium levels.

Cancer

In March 1999, Amgen acquired the rights from PRAECIS PHARMACEUTICALS INCORPORATED ("Praecis") to develop and commercialize abarelix-depot (see "Joint Ventures and Business Relationships--PRAECIS PHARMACEUTICALS INCORPORATED"). Data from clinical trials suggest that abarelix-depot, a gonadotropin releasing hormone ("GnRH") antagonist, may inhibit the action of endogenous GnRH on the pituitary gland, thereby reducing the production of testosterone in men and estrogen in women. The reduction of testosterone or estrogen through the use of pharmaceuticals, a practice known as hormonal therapy, may confer a therapeutic benefit to patients with a number of diseases and medical conditions including prostate cancer and endometriosis. Abarelix-depot has completed phase 3 clinical trials in patients with hormonally-responsive prostate cancer and a regulatory file was submitted to the FDA in December 2000. In January 2001, this filing was accepted and granted priority review by the FDA. Abarelix-depot is also in a phase 2 clinical trial in patients with endometriosis, a painful gynecologic condition resulting from abnormal growth of uterine tissue, usually in the pelvic or abdominal area.

Amgen is developing a sustained duration version of G-CSF called SD/01. NEUPOGEN(R) is indicated to reduce the incidence of infections by reducing the duration and severity of neutropenia. Appropriate NEUPOGEN(R) doses are administered daily to be most effective. SD/01 is being developed to provide for less frequent dosing, possibly only once-per-cycle of chemotherapy, and thereby potentially improve compliance and patient satisfaction. In November 2000, the Company announced that phase 3 clinical trials of SD/01 to support breast cancer patients receiving multiple cycles of chemotherapy were successful.

In December 2000, Amgen acquired the rights from Immunomedics, Inc. to develop and commercialize epratuzumab. Epratuzumab is currently being evaluated for the treatment of non-Hodgkin's lymphoma ("NHL"). Epratuzumab is a humanized monoclonal antibody which apparently binds to the cell surface of many normal and most malignant B-cells, a type of white blood cell. Preliminary research and early-stage clinical trials suggest that epratuzumab may exert an anti-tumor activity. In the fourth quarter of 2000, a phase 3 clinical trial commenced to evaluate epratuzumab for the treatment of low-grade NHL in patients who failed to respond, or who responded for less than 6 months, to Rituximab, a monoclonal antibody (see "Competition--Cancer"). A phase 1/2 clinical trial of epratuzumab in combination with Rituximab to treat low-grade and aggressive NHL also is ongoing. A phase 1/2 clinical trial in patients with low-grade or aggressive NHL was completed in the fourth quarter of 2000.

Certain tissue growth factors are believed to play a role in tissue protection, regeneration and/or repair processes. Mucositis is a side effect often experienced by patients undergoing radiation therapy and chemotherapy and is characterized as the irritation or ulceration of the lining of the gastrointestinal tract. Amgen currently is conducting research with Keratinocyte Growth Factor ("KGF") as a prevention and treatment for mucositis. Phase 2 and 3 clinical trials of KGF in cancer patients suffering from mucositis are ongoing.

Osteoprotegerin ("OPG") is implicated in the regulation of bone mass. Bone mass is maintained in the body by the regulation of the competing activities of bone forming cells (osteoblasts) and bone resorbing cells (osteoclasts). Cancer metastases (cancers which have spread from their original tumor site) to bone cause bone destruction, leading to fractures and bone pain. In preclinical studies, OPG has been shown to inhibit the osteoclast mediated bone destruction induced by invading cancer cells. The Company's OPG program is in a phase 1 clinical trial in patients with bone metastases.

Inflammation

The inflammatory response is essential for defense against harmful microorganisms and for the repair of damaged tissues. The failure of the body's control mechanisms regulating inflammatory response occurs in conditions such as rheumatoid arthritis. Interleukin-1 receptor antagonist (proper name--anakinra) and tumor necrosis factor binding protein were two product candidates added to the Company's inflammation research

program through the acquisition of Synergen, Inc. ("Synergen") (see "Joint Ventures and Business Relationships--Other business relationships").

In July 1999, the Company announced that a large, controlled phase 2 clinical trial of anakinra in combination with methotrexate demonstrated benefit over methotrexate alone for patients with rheumatoid arthritis. In December 1999, the Company filed a licensing application with the FDA for anakinra for the treatment of rheumatoid arthritis. Amgen plans to supplement this application with data from two additional clinical studies in the first quarter of 2001.

In April 1999, the Company announced that a phase 2 clinical trial of a second generation inhibitor of tumor necrosis factor, soluble tumor necrosis factor-receptor type I ("sTNF-RI"), was initiated in patients with rheumatoid arthritis.

In July 2000, the Company announced that a phase 1 clinical trial of anakinra in combination with sTNF-RI was initiated in patients with rheumatoid arthritis.

Neurology and Metabolism

In 1997, Amgen acquired the rights from Guilford Pharmaceuticals Inc. ("Guilford") for a novel class of small molecule, orally-active, neurotrophic agents called neuroimmunophilin compounds (see "Joint Ventures and Business Relationships--Other business relationships"). The neuroimmunophilin compounds are initially being developed to promote nerve regeneration and repair in neurodegenerative disorders. In July 2000, the Company initiated a phase 2 clinical trial with neuroimmunophilins in patients with Parkinson's disease.

Neurotrophic factors are proteins which play a role in nerve cell protection and regeneration and which may therefore be useful in treating a variety of neurological disorders, including neurodegenerative diseases of the central and peripheral nervous systems, nerve injury and trauma. In January 2001, all clinical development of brain-derived neurotrophic factor ("BDNF") that was being developed in collaboration with Regeneron Pharmaceuticals, Inc. ("Regeneron") (see "Joint Ventures and Business Relationships--Other business relationships") for the potential treatment of amyotrophic lateral sclerosis ("ALS") was discontinued following notification that BDNF did not provide a therapeutic advantage to ALS patients in clinical trials. On behalf of the collaboration with the Company, Regeneron is conducting clinical trials with Neurotrophin-3 ("NT-3") for the treatment of chronic constipation.

The Company is currently developing leptin, a protein encoded by the obesity gene. Leptin is made in fat cells and is believed to help regulate the amount of fat stored by the body. In 1995, the Rockefeller University granted to the Company an exclusive license which allows the Company to develop products based on the obesity gene. In October 1998, the Company announced the results of an interim analysis of preliminary three-month clinical data from two phase 2 clinical trials. This analysis revealed that there was no statistically significant difference in weight loss between native leptin and placebo for the study population as a whole. In April 1999, the Company announced that development of native leptin for both obesity and diabetes was being discontinued. The Company's leptin program now focuses on the development of second generation forms of leptin. The leptin program is in phase 2 clinical trials in obese subjects. Amgen has entered into a license agreement with Interneuron Pharmaceuticals, Inc. pursuant to which Amgen has been granted exclusive rights for the development and commercialization of products using leptin receptor technology.

Joint Ventures and Business Relationships

The Company generally intends to self-market its products. From time to time, the Company may enter into joint ventures and other business relationships to provide additional marketing and product development capabilities in certain countries. In addition to internal research and development efforts, the Company has acquired certain product and technology rights and has established research and development collaborations. Amgen has established the relationships described below and may establish others in the future.

F. Hoffmann-La Roche Ltd

Amgen and Roche have entered into an agreement providing for the commercialization of NEUPOGEN(R) (Filgrastim) in the EU. Under this agreement, the companies collaborate in the EU on the commercialization and further clinical development of the product, and Amgen has a majority share in the related costs and profits from sales. Amgen has most of the responsibilities for marketing, promotion, distribution and other key functions relating to product sales, and the Company distributes the product to EU countries from its European Logistics Center in Breda, The Netherlands. Amgen and Roche have also entered into another agreement to commercialize NEUPOGEN(R) in certain European countries not located within the EU. Under this agreement, Roche markets NEUPOGEN(R) in these countries and pays a royalty to Amgen on these sales. Amgen and Roche are also collaborating on the development of a second generation G-CSF product, SD/01, for the EU.

Johnson & Johnson

Amgen granted Johnson & Johnson a license to commercialize recombinant human erythropoietin as a human therapeutic in the United States in all markets other than dialysis. In countries other than the United States, the People's Republic of China and Japan, Johnson & Johnson was granted rights to commercialize recombinant human erythropoietin as a human therapeutic for all uses under a licensing agreement with Kirin-Amgen.

Kirin Brewery Company, Limited

The Company has a 50-50 joint venture (Kirin-Amgen) with Kirin. Kirin-Amgen, which was formed in 1984, develops and commercializes certain of the Company's and Kirin's technologies which have been transferred to this joint venture. Kirin-Amgen has given exclusive licenses to Amgen and Kirin to manufacture and market erythropoietin in the United States and Japan, respectively. Kirin-Amgen has licensed to Johnson & Johnson rights to erythropoietin in certain geographic areas of the world (see "--Johnson & Johnson"). Kirin-Amgen has also granted Amgen an exclusive license to manufacture and market G-CSF in the United States, Europe, Canada, Australia and New Zealand. Kirin-Amgen has licensed to Kirin similar rights with respect to G-CSF in Japan, Taiwan and Korea. Kirin markets recombinant human erythropoietin and recombinant-methionyl human granulocyte colony-stimulating factor in the People's Republic of China under a separate agreement. Kirin-Amgen and Roche have entered into an agreement to commercialize NEUPOGEN(R) in certain territories not covered by the various Amgen/Roche agreements (see "--F. Hoffmann-La Roche Ltd"). Under this agreement, Roche markets NEUPOGEN(R) in these countries and pays a royalty to Kirin-Amgen on these sales.

In 1996, Kirin-Amgen licensed to Amgen and Kirin the rights to develop and market darbepoetin alfa. Amgen has been granted an exclusive license by Kirin-Amgen to manufacture and market darbepoetin alfa in the United States, all European countries, Canada, Australia, New Zealand, Mexico and all Central and South American countries. Kirin has been licensed by Kirin-Amgen with similar rights for darbepoetin alfa in Japan, the People's Republic of China, Taiwan, Korea and certain other countries in Southeast Asia.

Pursuant to the terms of agreements entered into with Kirin-Amgen, the Company conducts certain research and development activities on behalf of Kirin-Amgen and is paid for such services at negotiated rates. Included in "Corporate partner revenues" in the Company's Consolidated Financial Statements for the years ended December 31, 2000, 1999 and 1998, are $221.0 million, $138.5 million and $121.0 million, respectively, related to these agreements.

In connection with its various license agreements with Kirin-Amgen, the Company pays Kirin-Amgen royalties based on sales. During the years ended December 31, 2000, 1999 and 1998, Kirin-Amgen earned royalties from Amgen of $140.8 million, $128.1 million and $105.0 million, respectively, under such agreements, which are included in "Cost of sales" in the Company's Consolidated Financial Statements.

Yamanouchi Pharmaceutical Co., Ltd.

In 1996, Amgen licensed to Yamanouchi the rights to develop, manufacture and commercialize Interferon alfacon-1 for the treatment of hepatitis C viral infection and any additional indications around the world except in the United States and Canada. Amgen sells Interferon alfacon-1 under the trademark INFERGEN(R) in the United States and Canada. Amgen has earned and will earn additional amounts if certain milestones are achieved by Yamanouchi and will receive royalties on sales. Yamanouchi has granted to Amgen K.K., the Company's Japanese subsidiary, certain co-development and co-promotion/co-marketing rights in Japan and has granted to Amgen Greater China, Ltd., Amgen's subsidiary in Hong Kong, certain co-development and co-promotion rights in the People's Republic of China and Taiwan.

PRAECIS PHARMACEUTICALS INCORPORATED

In March 1999, Amgen entered into a collaboration with Praecis relating to the development and commercialization of abarelix-depot. Amgen has been granted the exclusive right to commercialize abarelix-depot for all indications, including prostate cancer and endometriosis in the United States, Canada, Australia, Japan and several secondary markets. Amgen will conduct and pay for certain research, development and commercialization activities. In general, Praecis will receive a transfer price and royalty based on a sharing of the resulting profits on sales of abarelix products in the United States; Praecis will receive a royalty on net sales of abarelix products in Amgen's territories outside of the United States.

Other business relationships

In 1990, the Company entered into a collaboration agreement with Regeneron to co-develop and commercialize BDNF and NT-3 in the United States. To facilitate this collaboration, the Company and Regeneron formed Amgen-Regeneron Partners, a 50-50 partnership. In addition, Regeneron licensed these potential products to Amgen for development in certain other countries.

In 1994, the Company acquired Synergen, a biotechnology company. The acquisition of Synergen principally added its inflammation program to Amgen's product candidate pipeline. Synergen Clinical Partners, L.P. ("SCP"), the general partner of which was a subsidiary of Synergen, was formed to fund development and commercialization of anakinra in certain geographic areas. As a result of the acquisition of Synergen, the general partner of SCP became a subsidiary of Amgen. In connection with the settlement of certain litigation relating to Synergen and SCP, Amgen acquired all of the limited partnership units of SCP. Amgen may be required to pay future amounts to the former limited partners that were members of the plaintiff class, other members of the plaintiff class and their counsel if the FDA should grant approval to market anakinra (as more specifically defined in the related settlement agreement) and additional amounts if certain product revenues are realized.

In 1997, Amgen and Guilford entered into an agreement granting Amgen worldwide rights for Guilford's neuroimmunophilin compounds, a novel class of small molecule, orally-active, neurotrophic agents that may represent a new approach in the treatment of neurodegenerative disorders. Under the terms of the agreement, Amgen will receive worldwide rights to neuroimmunophilin compounds for all human therapeutic and diagnostic applications. Amgen will conduct and pay for all clinical development and manufacturing of products, market products worldwide and pay royalties to Guilford on such sales. In connection with this agreement, Amgen made an equity investment in Guilford.

Marketing

Amgen uses wholesale distributors of pharmaceutical products as the principal means of distributing the Company's products to clinics, hospitals and pharmacies. The Company monitors the financial condition of its larger distributors and seeks to limit its credit exposure by setting appropriate credit limits and requiring collateral from certain customers. Sales to two large wholesalers accounted for more than 10% of total revenues

for the years ended December 31, 2000, 1999 and 1998. Sales to one of these wholesalers, Bergen Brunswig Corporation, were $1,233.4 million, $1,078.0 million and $856.2 million for the years ended December 31, 2000, 1999 and 1998, respectively. Sales to the other wholesaler, Cardinal Distribution, were $445.2 million, $438.2 million and $366.5 million for the years ended December 31, 2000, 1999 and 1998, respectively.

Dialysis providers are primarily reimbursed for EPOGEN(R) by the federal government through the End Stage Renal Disease Program ("ESRD Program") of Medicare. The ESRD Program reimburses approved providers for 80% of allowed dialysis costs; the remainder is paid by other sources, including Medicaid, private insurance, and to a lesser extent, state kidney patient programs. The ESRD Program reimbursement rate is established by Congress and is monitored by the Health Care Financing Administration ("HCFA"). Changes in coverage and reimbursement policies could have a material adverse effect on EPOGEN(R) sales (see "Factors That May Affect Amgen--Our sales depend on reimbursement and third party payors.").

NEUPOGEN(R) is reimbursed by both private and public payors, and changes in coverage and reimbursement policies of these payors could have a material adverse effect on sales of NEUPOGEN(R) (see "Factors That May Affect Amgen--Our sales depend on reimbursement and third party payors.").

In the EU, Amgen and Roche share commercialization responsibilities for NEUPOGEN(R) under a co-promotion agreement (see "Joint Ventures and Business Relationships--F. Hoffmann-La Roche Ltd"). NEUPOGEN(R) is principally distributed to wholesalers and/or hospitals in all EU countries depending upon the distribution practice for products in each country. Most patients receiving NEUPOGEN(R) for approved indications are covered by government health care programs. Generally, the use of NEUPOGEN(R) is affected by EU government pressures on physician prescribing practices in response to ongoing government initiatives to reduce health care expenditures, and to a lesser extent, competition.

In Canada and Australia, NEUPOGEN(R) is marketed by the Company directly to hospitals, pharmacies and medical practitioners. Distribution is handled by third party contractors.

INFERGEN(R) is sold by the Company in the United States and Canada. INFERGEN(R) is reimbursed through both private and public sources, with primary reimbursement through private payors.

STEMGEN(R) is marketed by the Company directly to hospitals, pharmacies and medical practitioners in Canada and Australia. Distribution is handled by third party contractors.

Competition

Competition among biotechnology, pharmaceutical and other companies that research, develop, manufacture or market pharmaceuticals is intense and is expected to increase. See "Factors That May Affect Amgen--We face competition". Some competitors, principally large pharmaceutical companies, have greater clinical, research, regulatory and marketing resources and experience than the Company, particularly in the area of small molecule therapeutics. In addition, certain specialized biotechnology firms have entered into cooperative arrangements with major companies for development and commercialization of products, creating an additional source of competition. The Company faces product competition from firms in the United States, countries of the EU, Canada, Australia and elsewhere. Additionally, some of the Company's competitors, including biotechnology and pharmaceutical companies, are actively engaged in the research and development in areas where the Company is also developing product candidates, as more fully discussed below.

The introduction of new products or the development of new processes by competitors or new information about existing products may result in product replacements or price reductions, even for products protected by patents. In addition, the timing of entry of a new product into the market can be an important factor in determining the product's eventual success and profitability. Early entry may have important advantages in gaining product acceptance and market share. Accordingly, in some cases, the relative speed with which the Company can develop products, complete the testing and approval process and supply commercial quantities of

the product to the market is expected to be important to Amgen's competitive position. Competition among pharmaceutical products approved for sale also may be based on, among other things, patent position, product efficacy, safety, reliability, availability and price.

A significant amount of research and development in the biotechnology industry is conducted by small companies, academic institutions, governmental agencies and other public and private research organizations. These entities may seek patent protection and enter into licensing arrangements to collect royalties for use of technology or for the sale of products they have discovered or developed. Amgen also may face competition in its licensing or acquisition activities from pharmaceutical companies and large biotechnology companies that also seek to acquire technologies or product candidates from these entities. Accordingly, the Company may have difficulty acquiring technologies or product candidates on acceptable terms. Additionally, the Company competes with these entities and with pharmaceutical and biotechnology companies to attract and retain qualified scientific and technical personnel.

Nephrology

Any products or technologies that are directly or indirectly successful in addressing anemia could negatively impact the market for EPOGEN(R) or for ARANESP(TM). ARANESP(TM) will directly compete with other currently marketed products which treat anemia, including EPOGEN(R) and the recombinant human erythropoietin product marketed by Johnson & Johnson (see "Products--Recombinant human erythropoietin"). Aventis S.A. ("Aventis") is developing gene-activated erythropoietin for the treatment of anemia (see "Item 3. Legal Proceedings--Transkaryotic Therapies and Aventis S.A. litigation").

The calcimimetic program could face competition from products currently marketed by Abbott Laboratories, Bone Care International, Inc., Genzyme Corporation and Roche which treat secondary HPT. In addition, another product to treat HPT is currently being developed by Chugai Pharmaceuticals Co., Ltd. ("Chugai").

Cancer

Any products or technologies that are directly or indirectly successful in addressing the causes or incidence of low levels of neutrophils could negatively impact the market for G-CSF. These include products that could receive approval for indications similar to those for which NEUPOGEN(R) has been approved, development of chemotherapy treatments that are less myelosuppressive than existing treatments and the availability of anti-cancer modalities that reduce the need for myelosuppressive chemotherapy. NEUPOGEN(R) currently faces market competition from a competing CSF product, granulocyte macrophage colony stimulating factor ("GM-CSF") and from the chemoprotectant, amifostine. Potential future sources of competition include other G-CSF products, GM-CSF products, FLT-3 ligand, myelopoietin, PGG-glucan, promegapoietin, and progenipoietin, among others.

Chugai markets a G-CSF product in Japan as an adjunct to chemotherapy and as a treatment for BMT patients. Chugai and Aventis market a G-CSF product in certain EU countries as an adjunct to chemotherapy and as a treatment in BMT settings. Chugai, through its licensee, AMRAD, markets this G-CSF product in Australia as an adjunct to chemotherapy and as a treatment for BMT patients. Under an agreement with Amgen, Chugai is precluded from selling its G-CSF product in the United States, Canada and Mexico.

Immunex Corporation ("Immunex") markets GM-CSF in the United States for BMT and PBPC transplant patients and as an adjunct to chemotherapy treatments for acute non-lymphocytic leukemia ("ANLL") and AML. Immunex is also pursuing other indications for its GM-CSF product including as an adjunct to chemotherapy outside the limited settings of ANLL and AML. Novartis AG markets another GM-CSF product for use in BMT patients and as an adjunct to chemotherapy in the EU and certain other countries. This GM-CSF product is currently being developed for similar indications in the United States and Canada. Nartograstim, a modified G-CSF protein, is sold by Kyowa Hakko Kogyo Co., Ltd. in Japan.

Other products which address potential markets for G-CSF may be identified and developed by competitors in the future. Such products could also present competition in markets for STEMGEN(R) and potential markets for SD/01.

Abarelix-depot could face competition from products currently marketed by TAP Pharmaceuticals, Inc. and AstraZeneca PLC which treat prostate cancer and/or endometriosis. In addition, other products to treat prostate cancer are currently approved, but not yet marketed, by Pharmacia Corporation and Bayer Corporation. Other products to treat prostate cancer are being developed by ASTA Medica AG, Atrix Laboratories, Inc. and Sanofi-Synthelabo.

NHL is primarily treated with standard chemotherapy agents, monoclonal antibodies, or a combination of the two modalities. Epratuzumab could face competition from Rituximab, another monoclonal antibody marketed jointly by Genentech, Inc. and Idec Pharmaceuticals Corporation. However, it is also possible that Epratuzumab may be used in combination with Rituximab (see "Product candidates--Cancer"). In addition, other monoclonal antibodies are being investigated for the treatment of NHL including those in development by GlaxoSmithKline plc (in collaboration with Beckman Coulter, Inc.) and Idec Pharmaceuticals Corporation.

Many companies are developing products that promote wound healing, soft tissue regeneration and chemoprotection. Companies such as Human Genome Sciences, Inc., Genetics Institute, Inc., U.S. Bioscience, Inc./MedImmune, Inc., IntraBiotics Pharmaceuticals, Inc. and ALZA Corporation are currently among many companies that are developing products which could be potential competitors for KGF.

The OPG program could face competition from a product currently marketed by Novartis AG for the treatment of cancer metastases to the bone.

Inflammation

Anakinra and sTNF-RI could face competition from a number of companies developing or marketing rheumatoid arthritis treatments. Current anti-arthritic treatments include generic methotrexate and other products marketed by Centocor, Inc./Johnson & Johnson, Immunex/American Home Products Corporation, Merck & Co., Inc., Pharmacia Corporation, Novartis AG and Sanofi-Synthelabo. In addition, a number of companies have cytokine inhibitors in development including Abbott Laboratories, GlaxoSmithKline plc and Taisho Pharmaceutical Co., Ltd.

Neurology and Metabolism

Several companies are developing neurotrophic factors that could compete with the neuroimmunophilin program or NT-3. These companies include Abbott Laboratories, Astra AB, Cephalon Inc., Kosan Biosciences Inc., Regeneron, Schering AG, SIBIA Neurosciences, Inc./Merck & Co., Inc. and Vertex Pharmaceuticals Incorporated.

Many companies currently market or are believed to be developing obesity treatments that could compete with the leptin program. Potential future competitors include Millennium Pharmaceuticals, Inc. (in collaboration with Roche), Neurogen Corporation (in collaboration with Pfizer Inc.), Bristol Myers Squibb Company, Novartis AG, Eli Lilly and Company and Merck & Co., Inc. Knoll AG and Roche currently market obesity treatments in various countries.

Other

INFERGEN(R) competes with other interferons and related products, several of which are in development or on the market. Schering-Plough Corporation and Roche are major suppliers of interferons. The Company cannot predict the extent to which it will maintain its share or further penetrate this market. Interferon Sciences, Inc. could be a potential competitor in this arena.

Research and Development

The Company's primary sources of new product candidates are internal research and acquisition and licensing from third parties. Amgen's internal research capabilities include an expertise in secreted protein therapeutics. The Company's discovery program may yield targets that lead to the development of therapeutics delivered as proteins, small molecules or monoclonal antibodies. Amgen has only recently entered the small molecule field. To supplement its small molecule discovery program, in December 2000, Amgen acquired Kinetix Pharmaceuticals, Inc. ("Kinetix"), a privately held company that focused on the discovery of small molecule drugs that inhibit protein kinases, a key class of biological regulators (see Note 11 to the Consolidated Financial Statements). Research and development expenses for the years ended December 31, 2000, 1999 and 1998 were $845.0 million, $822.8 million and $663.3 million, respectively. Additionally, the Company recorded a $30.1 million write-off of acquired in-process research and development during the year ended December 31, 2000 arising from the acquisition of Kinetix (see Note 4 to the Consolidated Financial Statements).

Government Regulation

Regulation by governmental authorities in the United States and other countries is a significant factor in the production and marketing of the Company's products and its ongoing research and development activities (see "Factors That May Affect Amgen--Our operations are significantly regulated.").

In order to clinically test, manufacture and market products for therapeutic use, Amgen must satisfy mandatory procedures and safety and effectiveness standards established by various regulatory bodies. In the United States, the Federal Food, Drug, and Cosmetic Act, as amended, and the regulations promulgated thereunder, and other federal and state statutes and regulations govern, among other things, the testing, manufacture, labeling, storage, record keeping, approval, advertising and promotion of the Company's products on a product-by-product basis. Product development and approval within this regulatory framework take a number of years and involve the expenditure of substantial resources. After laboratory analysis and preclinical testing in animals, an investigational new drug application is filed with the FDA to begin human testing. Typically, a three-phase human clinical testing program is then undertaken. In phase 1, small clinical trials are conducted to determine the safety of the product. In phase 2, clinical trials are conducted to assess safety, acceptable dose and gain preliminary evidence of the efficacy of the product. In phase 3, clinical trials are conducted to provide sufficient data for the statistically valid proof of safety and efficacy. The time and expense required to perform this clinical testing can vary and is substantial. No action can be taken to market any new drug or biologic product in the United States until an appropriate marketing application has been approved by the FDA. Even after initial FDA approval has been obtained, further clinical trials may be required to provide additional data on safety and effectiveness and are required to gain clearance for the use of a product as a treatment for indications other than those initially approved. In addition, side effects or adverse events that are reported during clinical trials can delay, impede, or prevent marketing approval. Similarly, adverse events that are reported after marketing approval can result in additional limitations being placed on the product's use and, potentially, withdrawal of the product from the market. Any adverse event, either before or after marketing approval, can result in product liability claims against the Company.

In addition to regulating and auditing human clinical trials, the FDA regulates and inspects equipment, facilities and processes used in the manufacturing of such products prior to providing approval to market a product. If after receiving clearance from the FDA, a material change is made in manufacturing equipment, location or process, additional regulatory review may be required. The Company also must adhere to current Good Manufacturing Practice and product-specific regulations enforced by the FDA through its facilities inspection program. The FDA also conducts regular, periodic visits to re-inspect equipment, facilities and processes following the initial approval. If, as a result of these inspections, the FDA determines that the Company's equipment, facilities or processes do not comply with applicable FDA regulations and conditions of product approval, the FDA may seek civil, criminal, or administrative sanctions and/or remedies against Amgen, including the suspension of the Company's manufacturing operations.

In the EU countries, Canada and Australia, regulatory requirements and approval processes are similar in principle to those in the United States. Additionally, depending on the type of drug for which approval is sought, there are currently two potential tracks for marketing approval in the EU countries: mutual recognition and the centralized procedure. These review mechanisms may ultimately lead to approval in all EU countries, but each method grants all participating countries some decision making authority in product approval.

The Company is also subject to various federal and state laws pertaining to health care "fraud and abuse", including anti-kickback laws and false claims laws. Anti-kickback laws make it illegal for a prescription drug manufacturer to solicit, offer, receive or pay any remuneration in exchange for, or to induce, the referral of business, including the purchase or prescription of a particular drug. The federal government has published regulations that identify "safe harbors" or exemptions for certain payment arrangements that do not violate the anti-kickback statutes. The Company seeks to comply with the safe harbors where possible. Due to the breadth of the statutory provisions and the absence of guidance in the form of regulations or court decisions addressing some of the Company's practices, it is possible that the Company's practices might be challenged under anti-kickback or similar laws. False claims laws prohibit anyone from knowingly and willingly presenting, or causing to be presented for payment to third party payors (including Medicare and Medicaid) claims for reimbursed drugs or services that are false or fraudulent, claims for items or services not provided as claimed, or claims for medically unnecessary items or services. Amgen's activities relating to the sale and marketing of its products may be subject to scrutiny under these laws. Violations of fraud and abuse laws may be punishable by criminal and/or civil sanctions, including fines and civil monetary penalties, as well as the possibility of exclusion from federal health care programs (including Medicare and Medicaid). If the government were to allege against or convict the Company of violating these laws, there could be a material adverse effect on the Company, including its stock price. The Company's activities could be subject to challenge for the reasons discussed above and due to the broad scope of these laws and the increasing attention being given to them by law enforcement authorities.

Since 1991, the Company has participated in the Medicaid rebate program established by the Omnibus Budget Reconciliation Act of 1990, and under amendments of that law that became effective in 1993, participation has included extending comparable discounts under the Public Health Service ("PHS") pharmaceutical pricing program. Under the Medicaid rebate program, the Company pays a rebate for each unit of its product reimbursed by Medicaid. The amount of the rebate for each product is set by law as a minimum 15.1% of the average manufacturer price ("AMP") of that product, or if it is greater, the difference between AMP and the best price available from the Company to any customer. The rebate amount also includes an inflation adjustment if AMP increases faster than inflation. The PHS pricing program extends discounts comparable to the Medicaid rebate to a variety of community health clinics and other entities that receive health services grants from the PHS, as well as hospitals that serve a disproportionate share of poor Medicare and Medicaid beneficiaries. The rebate amount is recomputed each quarter based on the Company's reports of its current average manufacturer price and best price for each of its products to HCFA. The terms of the Company's participation in the program impose an obligation to correct the prices reported in previous quarters, as may be necessary. Any such corrections could result in an overage or underage in the Company's rebate liability for past quarters, depending on the direction of the correction. In addition to retroactive rebates (and interest, if any), if the Company were found to have knowingly submitted false information to the government, in addition to other penalties available to the government, the statute provides for civil monetary penalties in the amount of $100,000 per item of false information.

The Company also makes its products available to authorized users of the Federal Supply Schedule ("FSS") of the General Services Administration. Since 1993, as a result of the Veterans Health Care Act of 1992 (the "VHC Act"), federal law has required that product prices for purchases by the Veterans Administration, the Department of Defense, Coast Guard and the PHS (including the Indian Health Service) be discounted by a minimum of 24 percent off the AMP to non-federal customers (the non-federal average manufacturer price, "non-FAMP"). The Company's computation and report of non-FAMP is used in establishing the price, and the accuracy of the reported non-FAMP may be audited by the government under

applicable federal procurement laws. Among the remedies available to the government for infractions of these laws is recoupment of any overages paid by FSS users during the audited years. In addition, if the Company were found to have knowingly reported a false non-FAMP, the VHC Act provides for civil monetary penalties of $100,000 per item that is incorrect.

Amgen is also subject to regulation under the Occupational Safety and Health Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act and other current and potential future federal, state or local regulations. The Company's research and development activities involve the controlled use of hazardous materials, chemicals, biological materials and various radioactive compounds. The Company believes that its procedures comply with the standards prescribed by state and federal regulations; however, the risk of injury or accidental contamination cannot be completely eliminated. Amgen's research and manufacturing activities also are conducted in voluntary compliance with the National Institutes of Health Guidelines for Recombinant DNA Research.

Additionally, the U.S. Foreign Corrupt Practices Act, to which the Company is subject, prohibits corporations and individuals from engaging in certain activities to obtain or retain business or to influence a person working in an official capacity. It is illegal to pay, offer to pay, or authorize the payment of anything of value to any foreign government official, government staff member, political party or political candidate in an attempt to obtain or retain business or to otherwise influence a person working in an official capacity. The Company's present and future business has been and will continue to be subject to various other laws and regulations.

Patents and Trademarks

Patents are very important to the Company in establishing proprietary rights to the products it has developed or licensed. The patent positions of pharmaceutical and biotechnology companies, including the Company, can be uncertain and involve complex legal, scientific and factual questions. See "Factors That May Affect Amgen--Intellectual property and legal matters can affect our business.".

The Company has filed applications for a number of patents and has been granted patents relating to its erythropoietin, G-CSF, darbepoetin alfa, consensus interferon and various potential products. In the United States, the U.S. Patent and Trademark Office (the "USPTO") has issued to the Company patents relating to erythropoietin that generally cover DNA and host cells (issued in 1987); processes for making erythropoietin (issued in 1995 and 1997); certain product claims to erythropoietin (issued in 1996 and 1997); cells that make certain levels of erythropoietin (issued in 1998); and pharmaceutical compositions of erythropoietin (issued in 1999). These patents have varying expiration dates, with the latest erythropoietin related patents expiring in 2015; all other patents expire earlier. The USPTO has also issued to the Company patents relating to aspects of DNAs, vectors, cells and processes relating to recombinant G-CSF (issued in 1989); other aspects of DNAs, vectors, cells and processes relating to recombinant G-CSF (issued in 1991); G-CSF polypeptides (issued in 1996); methods of treatment using G-CSF polypeptides (issued in 1996); methods of enhancing bone marrow transplantation and treating burn wounds (issued in 1997); methods for recombinant production of G-CSF (issued in 1998); and analogs of G-CSF (issued in 1999). The last to issue G-CSF patents expire in 2014; all other patents expire earlier. Additionally, U.S. patents pertaining to pegylated G-CSF (SD/01) expire in 2015. The patent relating to erythropoietin for the EU expires in 2004. The patent relating to G-CSF for the EU expires in 2006. The Company has two patents in the EU relating to darbepoetin alfa and hyperglycosylated erythropoietic proteins which expire in 2010 and 2014, respectively.

There can be no assurance that Amgen's patents or licensed patents will afford legal protection against competitors or provide significant proprietary protection or competitive advantage. In addition, Amgen's patents or licensed patents could be held invalid or unenforceable by a court, or infringed or circumvented by others, or others could obtain patents that the Company would need to license or circumvent. Competitors or potential competitors may have filed patent applications or received patents, and may obtain additional patents and proprietary rights relating to proteins, small molecules, compounds or processes competitive with those of the

Company. Additionally, for certain of the Company's product candidates, competitors or potential competitors may claim that their existing or pending patents prevent the Company from commercializing such product candidates in certain territories.

In general, the Company has obtained licenses from various parties which it deems to be necessary or desirable for the manufacture, use or sale of its products. These licenses generally require Amgen to pay royalties to the parties on product sales. In addition, other companies have filed patent applications or have been granted patents in areas of interest to the Company. There can be no assurance any licenses required under such patents will be available for license on acceptable terms or at all. The Company is engaged in various legal proceedings relating to certain of its patents. See "Item 3. Legal Proceedings".

Trade secret protection for its unpatented confidential and proprietary information is important to Amgen. To protect its trade secrets, the Company generally requires its employees, material consultants, scientific advisors and parties to collaboration and licensing agreements to execute confidentiality agreements upon the commencement of employment, the consulting relationship or the collaboration or licensing arrangement with the Company. However, others could either develop independently the same or similar information or obtain access to Amgen's proprietary information.

The Company has obtained U.S. registration of its EPOGEN(R), NEUPOGEN(R), INFERGEN(R) and STEMGEN(R) trademarks. In addition, these trademarks have been registered in other countries.

Manufacturing and Raw Materials

Amgen has manufacturing facilities which produce commercial quantities of Epoetin alfa, NEUPOGEN(R) (Filgrastim), INFERGEN(R) (Interferon alfacon-1) and STEMGEN(R) (Ancestim) (see "Item 2. Properties"). The Company additionally supplies Epoetin alfa to Johnson & Johnson under a supply agreement. There can be no assurance that the Company will be able to accurately anticipate future demand for Epoetin alfa, NEUPOGEN(R), INFERGEN(R) and STEMGEN(R) or maintain adequate manufacturing capacity (see "Factors That May Affect Amgen--We plan to grow rapidly.").

Certain raw materials necessary for the Company's commercial manufacturing of its products are proprietary products of other companies, and in some cases, such proprietary products are specifically cited in the Company's drug application with the FDA such that they must be obtained from that specific, sole source. The Company currently attempts to manage the risk associated with such sole sourced raw materials by active inventory management and alternate source development, where feasible. Amgen attempts to remain apprised of the financial condition of its suppliers, their ability to supply the Company's needs and the market conditions for these raw materials. Also, certain of the raw materials required in the commercial manufacturing of the Company's products are derived from biological sources. The Company is investigating screening procedures with respect to certain biological sources and alternatives to them. Raw materials may be subject to contamination and/or recall. A material shortage, contamination and/or recall could adversely impact or disrupt Amgen's commercial manufacturing of its products.

Human Resources

As of December 31, 2000, the Company had approximately 7,300 employees, of which approximately 3,800 were engaged in research and development, approximately 1,500 were engaged in sales and marketing and approximately 2,000 were engaged in other activities. There can be no assurance that the Company will be able to continue attracting and retaining qualified personnel in sufficient numbers to meet its needs. None of the Company's employees are covered by a collective bargaining agreement, and the Company has experienced no work stoppages. The Company considers its employee relations to be good.

Executive Officers of the Registrant

The executive officers of the Company, their ages as of March 1, 2001 and positions are as follows:

Mr. Kevin W. Sharer, age 52, has served as a director of the Company since November 1992. He became Chief Executive Officer and President in May 2000 and Chairman of the Board in December 2000, having served as President and Chief Operating Officer since October 1992. Prior to joining the Company, Mr. Sharer served as President of the Business Markets Division of MCI Communications Corporation, a telecommunications company, from April 1989 to October 1992, and served in numerous executive capacities at General Electric Company from February 1984 to March 1989. Mr. Sharer also serves as a director of Unocal Corporation.

Mr. Stan M. Benson, age 49, has served as Senior Vice President, Sales and Marketing, since joining the Company in June 1995. Prior to joining the Company, Mr. Benson held a number of executive management positions at Pfizer Inc., a pharmaceutical company, from June 1976 to June 1995.

Dr. Fabrizio Bonanni, age 54, has served as Senior Vice President, Quality and Compliance, since joining the Company in April 1999. Prior to joining the Company, Dr. Bonanni had been the Corporate Vice President for Regulatory/Clinical Affairs for Baxter International Inc. ("Baxter"), a pharmaceutical company, from December 1997 to April 1999, Corporate Vice President, Quality System from November 1994 to December 1997, and has held a variety of quality, regulatory and manufacturing positions with Baxter in Europe and in the U.S. since 1974.

Ms. Kathryn E. Falberg, age 40, became Senior Vice President, Finance and Corporate Development, and Chief Financial Officer in August 2000, having served as Senior Vice President, Finance and Chief Financial Officer since December 1998, as Vice President, Finance, Chief Financial Officer and Chief Accounting Officer since May 1998 and as Vice President, Corporate Controller and Chief Accounting Officer from June 1997 to May 1998. Previously, Ms. Falberg had served as Vice President and Treasurer from December 1996 to June 1997, and as Treasurer since joining the Company in January 1995.

Dr. Dennis M. Fenton, age 49, became Executive Vice President, in March 2000, having served as Senior Vice President, Operations, since January 1995, having served as Senior Vice President, Sales and Marketing, from August 1992 to January 1995, and having served as Vice President, Process Development, Facilities and Manufacturing Services, from July 1991 to August 1992. Dr. Fenton previously had served as Vice President, Pilot Plant Operations and Clinical Manufacturing, from October 1988 to July 1991, and as Director, Pilot Plant Operations, from 1985 to October 1988.

Mr. George J. Morrow, age 48, became Executive Vice President of Worldwide Sales and Marketing, in January 2001. Prior to joining the Company, from January 1999 until December 2000, Mr. Morrow was President and Chief Executive Officer of Glaxo Wellcome Inc. ("Glaxo"), a subsidiary of GlaxoSmithKline plc. From January 1997 until December 1998, Mr. Morrow was Managing Director of Glaxo Wellcome U.K., also a subsidiary GlaxoSmithKline plc. From May 1993 until December 1996, Mr. Morrow was Group Vice President for Commercial Operations of Glaxo.

Dr. George Morstyn, age 50, became Senior Vice President, Development and Chief Medical Officer in October 1999, having served as Vice President, Product Development and Chief Medical Officer since June 1998 and as Vice President, Clinical Development and Chief Medical Officer from September 1993 to June 1998. Dr. Morstyn previously served as Vice President, Clinical and Medical Affairs from July 1991 to September 1993.

Mr. Steven M. Odre, age 51, became Senior Vice President, General Counsel and Secretary in March 2000, having served as Vice President, Intellectual Property, and Associate General Counsel since October 1988, and having served as Associate General Counsel from March 1988 to October 1988. From May 1986 to March 1988, he served as Director of Intellectual Property.

Dr. Roger M. Perlmutter, age 48, became Executive Vice President of Research and Development in January 2001. Prior to joining the Company, from July 1999 until December 2000, Dr. Perlmutter was Executive Vice President, Worldwide Basic Research and Preclinical Development of Merck Research Laboratories ("Merck"). From February 1999 until July 1999, Dr. Perlmutter was Executive Vice President of Merck. From February 1997 until January 1999, Dr. Perlmutter was Senior Vice President of Merck. Prior to February 1997, Dr. Perlmutter was Chairman of the Department of Immunology, University of Washington from May 1989 until January 1997, Professor in the Departments of Immunology, Biochemistry and Medicine, University of Washington from January 1991 until January 1997 and Investigator, the Howard Hughes Medical Institute at the University of Washington from October 1991 until January 1997.

Mr. Barry D. Schehr, age 45, became Vice President, Financial Operations and Chief Accounting Officer in May 2000, having served as Vice President, Accounting and Financial Operations since March 2000 and as Director of Internal Audit from February 1997 to February 2000. Prior to joining the Company, Mr. Schehr had been a partner with Ernst & Young LLP, an accounting firm, from October 1989 to January 1997.

Geographic Area Financial Information

For financial information concerning the geographic areas in which the Company operates, see Note 10 to the Consolidated Financial Statements.

Factors That May Affect Amgen

Amgen operates in a rapidly changing environment that involves a number of risks, some of which are beyond our control. The following discussion highlights some of these risks and others are discussed elsewhere in this Form 10-K.

Results of our product development are uncertain.

We intend to continue an aggressive product development program. Successful product development in the biotechnology industry is highly uncertain, and very few research and development projects produce a commercial product. Product candidates that appear promising in the early phases of development, such as in early human clinical trials, may fail to reach the market for a number of reasons, such as:

- the product candidate did not demonstrate acceptable clinical trial results even though it demonstrated positive preclinical trial results
- the product candidate was not effective in treating a specified condition or illness
- the product candidate had harmful side effects on humans
- the necessary regulatory bodies (such as the FDA) did not approve our product candidate for an indicated use
- the product candidate was not economical for us to manufacture it
- other companies or people have or may have proprietary rights to our product candidate (e.g. patent rights) and will not let us sell it on reasonable terms, or at all
- the product candidate is not cost effective in light of existing therapeutics

Several of our product candidates have failed at various stages in the product development process, including BDNF, Megakaryocyte Growth and Development Factor (MGDF) and glial cell-line derived neurotrophic factor (GDNF). For example, in 1997, we announced the failure of BDNF (for the treatment of ALS by subcutaneous injection administration route), because the product candidate, as administered, did not produce acceptable clinical results in a specific indication after a phase 3 trial, even though BDNF had progressed successfully through preclinical and earlier clinical trials. In addition, some of our other product

candidates have failed in clinical trials. Of course, there may be other factors that prevent us from marketing a product. We cannot guarantee we will be able to produce commercially successful products. Further, clinical trial results are frequently susceptible to varying interpretations by scientists, medical personnel, regulatory personnel, statisticians and others which may delay, limit or prevent further clinical development or regulatory approvals of a product candidate. Also, the length of time that it takes for us to complete clinical trials and obtain regulatory approval for product marketing has in the past varied by product and by the indicated use of a product. We expect that this will likely be the case with future product candidates and we cannot predict the length of time to complete necessary clinical trials and obtain regulatory approval. See "--Our operations are significantly regulated."

Our operations are significantly regulated.

Our research, preclinical testing, clinical trials, facilities, manufacturing, pricing and sales and marketing are subject to extensive regulation by numerous state and federal governmental authorities in the U.S., such as the FDA and the Health Care Financing Administration ("HCFA"), as well as by foreign countries and the European Union (the "EU"). Currently, we are required in the U.S. and in foreign countries to obtain approval from those countries' regulatory authorities before we can market and sell our products in those countries. The success of our current and future products will depend in part upon obtaining and maintaining regulatory approval to market products in approved indications in the U.S. and foreign markets. In our experience, the regulatory approval process is a lengthy and complex process, both in the U.S. and in foreign countries, including countries in the EU. Even if we obtain regulatory approval, both our manufacturing processes and our marketed products are subject to continued review. Later discovery of previously unknown problems with our products or manufacturing processes may result in restrictions on such products or manufacturing processes, including withdrawal of the products from the market. If we fail to obtain necessary approvals, or if any prior approvals are restricted, suspended or revoked, or if we fail to comply with regulatory requirements, then regulatory authorities could prevent us from manufacturing or selling our products which could have a material adverse effect on us and our results of operations.

Our sales depend on reimbursement and third party payors.

In both domestic and foreign markets, sales of our products are dependent, in part, on the availability of reimbursement from third party payors such as state and federal governments (for example, under Medicare and Medicaid programs in the U.S.) and private insurance plans. In certain foreign markets, the pricing and profitability of our products generally are subject to government controls. In the U.S., there have been, and we expect there will continue to be, a number of state and federal proposals that limit the amount that state or federal governments will pay to reimburse the cost of drugs. In addition, we believe the increasing emphasis on managed care in the U.S. has and will continue to put pressure on the price and usage of our products, which may impact product sales. Further, when a new therapeutic is approved, the reimbursement status and rate of such a product is uncertain. For example, we believe that sales of ARANESP(TM) will be affected by government and private payor reimbursement policies. In addition, current reimbursement policies for existing products may change at any time. Changes in reimbursement or our failure to obtain reimbursement for our products may reduce the demand for, or the price of, our products, which could result in lower product sales or revenues which could have a material adverse effect on us and our results of operations. For example, in the U.S. the use of EPOGEN(R) in connection with treatment for end stage renal disease is funded primarily by the U.S. federal government. Therefore, as in the past, EPOGEN(R) sales could be affected by future changes in reimbursement rates or the basis for reimbursement by the federal government. For example, in early 1997, HCFA instituted a reimbursement change for EPOGEN(R) which adversely affected the Company's EPOGEN(R) sales, until the policies were revised.

Guidelines and recommendations can affect the use of our products.

Government agencies promulgate regulations and guidelines directly applicable to us and to our products. However, professional societies, practice management groups, private health/science foundations and

organizations involved in various diseases from time to time may also publish guidelines or recommendations to the health care and patient communities. Recommendations of government agencies or these other groups/organizations may relate to such matters as usage, dosage, route of administration and use of concomitant therapies. Organizations like these have in the past made recommendations about our products. Recommendations or guidelines that are followed by patients and health care providers could result in decreased use of our products. In addition, the perception by the investment community or stockholders that such recommendations or guidelines will be followed could adversely affect prevailing market prices for our common stock.

Intellectual property and legal matters can affect our business.

The patent positions of pharmaceutical and biotechnology companies can be highly uncertain and often involve complex legal, scientific and factual questions. To date, there has emerged no consistent policy regarding breadth of claims allowed in such companies' patents. Accordingly, the patents and patent applications relating to our products, product candidates and technologies may be challenged, invalidated or circumvented by third parties and might not protect us against competitors with similar products or technology. For certain of our product candidates, there are third parties who have patents or pending patents that they may claim prevent us from commercializing these product candidates in certain territories. Patent disputes are frequent and can preclude commercialization of products. We are currently, and in the future may be, involved in patent litigation. For example, we are involved in ongoing patent infringement lawsuits against Transkaryotic Therapies, Inc. and Aventis with respect to our erythropoietin patents. If we ultimately lose these litigations, we could be subject to competition and/or significant liabilities, we could be required to enter into third party licenses or we could be required to cease using the technology or product in dispute. In addition, we cannot guarantee that such licenses will be available on terms acceptable to us.

We face competition.

We operate in a highly competitive environment. Our principal competitors are pharmaceutical and biotechnology companies. Some of our competitors, mainly large pharmaceutical corporations, have greater clinical, research, regulatory and marketing resources than we do. In addition, some of our competitors may have technical or competitive advantages over us for the development of technologies and processes and may acquire technology from academic institutions, government agencies and other private and public research organizations. We cannot guarantee that we will be able to produce or acquire rights to products that have commercial potential. In addition, even if we achieve successful product commercialization, it is possible that one or more of our competitors will achieve product commercialization earlier than we do, obtain patent protection that dominates or adversely affects our activities, or have significantly greater marketing capabilities.

Our operating results may fluctuate.

Our operating results may fluctuate from period to period for a number of reasons. In budgeting our operating expenses, we assume that revenues will continue to grow; however, some of our operating expenses are fixed in the short term. Because of this, even a relatively small revenue shortfall may cause a period's results to be below our expectations or projections. A revenue shortfall could arise from any number of factors, such as:

- -- lower than expected demand for our products
- -- changes in the government's or private payors' reimbursement policies for our products
- -- changes in wholesaler buying patterns
- -- increased competition from new or existing products
- -- fluctuations in foreign currency exchange rates
- -- changes in our product pricing strategies

Of course, there may be other factors that affect the Company's revenues in any given period.

We plan to grow rapidly.

We have an aggressive growth plan that includes substantial and increasing investments in research and development, sales and marketing and facilities. Our plan has a number of risks, for example:

- we may need to generate higher revenues to cover a higher level of operating expenses
- we may need to attract and assimilate a large number of new employees
- we may need to manage complexities associated with a larger and faster growing organization
- we may need to accurately anticipate demand for the products we manufacture and maintain adequate manufacturing capacity

Of course, there may be other risks and we cannot guarantee that we will be able to successfully manage these or other risks.

Our stock price is volatile.

Our stock price, like that of other biotechnology companies, is highly volatile. Our stock price may be affected by such factors as:

- clinical trial results
- product-development announcements by us or our competitors
- regulatory matters
- announcements in the scientific and research community
- intellectual property and legal matters
- changes in reimbursement policies or medical practices
- broader industry and market trends unrelated to our performance

In addition, if our revenues or earnings in any period fail to meet the investment community's expectations, there could be an immediate adverse impact on our stock price.

Item 2. PROPERTIES

Amgen's principal executive offices and a majority of its administrative, manufacturing and research and development facilities are located in thirty-nine buildings in Thousand Oaks, California. Thirty-five of the buildings are owned and four are leased. Adjacent to these buildings are facilities that are under construction and additional property for future expansion. The Thousand Oaks, California properties include manufacturing facilities licensed by various regulatory bodies that produce commercial quantities of Epoetin alfa, NEUPOGEN(R) (Filgrastim), INFERGEN(R) (Interferon alfacon-1) and STEMGEN(R) (Ancestim). These properties also include a manufacturing facility capable of producing commercial quantities of ARANESP(TM) (darbepoetin alfa).

Amgen owns two buildings and leases four buildings in Boulder, Colorado, housing research facilities and a manufacturing facility capable of producing commercial quantities of anakinra. The Company has a manufacturing complex in Longmont, Colorado, that is licensed to produce commercial quantities of Epoetin alfa. Amgen also plans on using the Longmont facility to produce commercial quantities of ARANESP(TM) (darbepoetin alfa). The Company has acquired approximately 159 acres of undeveloped land adjacent to the Longmont site to accommodate future expansion.

Elsewhere in North America, the Company owns a distribution center in Louisville, Kentucky, and leases a research facility and administrative offices in Canada, a research facility in Medford Massachusetts, an

administrative office in Washington, D.C. and five regional sales offices in the U.S. The Company also owns land in Cambridge, Massachusetts, where a research facility is currently being constructed.

Outside North America, the Company has a manufacturing facility in Juncos, Puerto Rico, and a European packaging and distribution center in Breda, The Netherlands, which have been licensed by various regulatory bodies. The Company leases facilities in fourteen European countries, Australia, Japan, Taiwan and the People's Republic of China for administration, marketing and/or research and development.

Amgen believes that its current facilities plus anticipated additions are sufficient to meet its needs for the next several years.

Item 3. LEGAL PROCEEDINGS

Certain of the Company's legal proceedings are discussed below. While it is impossible to predict accurately or to determine the eventual outcome of these matters, the Company believes that the outcome of these proceedings will not have a material adverse effect on the annual financial statements of the Company.

Biogen litigation

On March 10, 1995, Biogen, Inc. ("Biogen") filed suit in the United States District Court for the District of Massachusetts (the "Massachusetts District Court") alleging infringement by the Company of certain claims of U.S. Patent No. 4,874,702 (the "'702 Patent"), relating to vectors for expressing cloned genes. Biogen alleged that Amgen infringed its patent by manufacturing and selling NEUPOGEN(R). On March 28, 1995, Biogen filed an amended complaint further alleging that the Company also infringed the claims of two additional patents allegedly assigned to Biogen, U.S. Patent No. 5,401,642 (the "'642 Patent") and U.S. Patent No. 5,401,658 (the "'658 Patent"), relating to vectors, methods for making vectors and expressing cloned genes, and host cells. The amended complaint sought injunctive relief, unspecified compensatory damages and treble damages. On April 24, 1995, the Company answered Biogen's amended complaint, denying its material allegations and pleading counterclaims for declaratory judgment of non-infringement, patent invalidity and unenforceability. The Massachusetts District Court exerted jurisdiction over claims 9 and 17 of the '702 Patent, and dismissed all claims and counterclaims relating to any other claims of the '702 Patent. On August 6, 1998, the Massachusetts District Court issued a final claim construction order ruling that, to be covered by claim 1 of the '702 Patent (the claim that forms the crux of the asserted claims), a plasmid vector must contain the entire lambda DNA sequence as represented in Figure 6 of the '702 Patent, as well as at least one endonuclease recognition site inserted at the converted HaeIII site at 73.1% of bacteriophage lambda or at another site downstream of HaeIII, said endonuclease recognition site being within 300 base pairs of the HincII site at - -33, and prior to any sequences of lambda DNA downstream of the HaeIII site. On November 17, 1999, a hearing was held on Amgen's motion for summary judgment of non-infringement. At the hearing, the Massachusetts District Court orally ruled that Amgen does not literally infringe. On September 25, 2000, the Massachusetts District Court issued a Memorandum and Order finding no infringement, literally or under the doctrine of equivalents regarding the Company's manufacture and sale of NEUPOGEN(R). On October 12, 2000, the Massachusetts District Court entered judgment in Amgen's favor. Biogen disputed the finality of the Judgment and the correctness of the Massachusetts District Court's Memorandum and Order. On December 19, 2000, Amgen filed a Motion to Amend the Massachusetts District Court's September 25, 2000 Memorandum and Order. On March 1, 2001, the Massachusetts District Court allowed in part Amgen's Motion to Amend and ruled that the September 25, 2000 Order will be amended to reflect the Massachusetts District Court's reliance on prosecution history estoppel as a distinct and separate ground upon which to enter a judgment of non-infringement for Amgen regarding the '702 Patent. Regarding Amgen's Motion for Summary Judgment of Issue Preclusion, the Massachusetts District Court ruled that its clerk will schedule a hearing on Amgen's Motion for Summary Judgment of Issue Preclusion relating to Amgen's contention that prosecution history estoppel and issue preclusion compel findings of non-infringement of the '642 and '658 Patents and the dismissal of the Infergen matter described below. It also allowed Biogen's Motion to Alter or Amend Judgment

to the extent that the October 12, 2000 Judgment was not final in that it did not formally dispose of Amgen's pending counterclaims nor did it contain a certification under Rule 54(b) of the Federal Rules of Civil Procedure. The Massachusetts District Court ruled that it will vacate the October 12, 2000 Judgment and instructed its clerk to issue a substitute Judgment in favor of Amgen as to any alleged infringement of the claims of the '702 Patent. The Massachusetts District Court further ruled that Amgen's counterclaims are dismissed without prejudice as moot. The remaining calendar of scheduled items that were pending before the Massachusetts District Court, including trial, has been eliminated and the Company's motions for lack of ownership and for abandonment were dismissed as moot. The Company's motion for summary judgment of invalidity on the basis of prior public use was denied on procedural grounds.

In a separate matter, on July 30, 1997, Biogen filed a complaint in the Massachusetts District Court alleging that Amgen infringes claims 9 and 17 of the '702 Patent and the claims of the '642 and '658 Patents, identified above, by making and using the claimed subject matter in the United States in the manufacture of INFERGEN(R), the Company's consensus interferon product. On September 17, 1997, Amgen responded to the complaint by filing a motion to dismiss the case in its entirety due to Biogen's lack of standing to bring the lawsuit in view of Biogen's lack of ownership of the patents-in-suit. Amgen also filed a motion for summary judgment of patent invalidity of particular claims of the patents-in-suit due to abandonment of the invention. The Massachusetts District Court ordered Amgen to file an answer to Biogen's complaint and Amgen complied. All discovery in this case has been stayed. As noted above, the Massachusetts District Court will be setting a date for a hearing on Amgen's Motion for Summary Judgment of Issue Preclusion and for the dismissal of this case.

INFERGEN(R) litigation

On December 3, 1996, Schering-Plough Corporation ("Schering") filed suit in the U.S. District Court for the District of Delaware (the "Delaware Court") against the Company alleging infringement of U.S. Patent No. 4,530,901 (the "'901 Patent") by the manufacture and use of INFERGEN(R). The complaint sought unspecified damages and injunctive relief. Biogen was added as a plaintiff in the Delaware action. On July 30, 1998, the Delaware Court entered an order construing the meaning of the claims of the '901 Patent. The Delaware Court limited the scope of the claims to include DNAs that encode only "an immature, fused, and/or incomplete form" of Interferon-alpha-1. On February 3, 1999, the Delaware Court entered judgment of noninfringement in favor of Amgen that INFERGEN(R) does not infringe the '901 Patent. Schering and Biogen appealed and the appeal was argued in December 1999. The U.S. Court of Appeals affirmed the Delaware Court's judgment of noninfringement in favor of Amgen in a decision dated August 1, 2000.

Genentech litigation

On October 16, 1996, Genentech, Inc. ("Genentech") filed suit in the United States District Court for the Northern District of California (the "California Court") seeking an unspecified amount of compensatory damages, treble damages and injunctive relief on its U.S. Patent Nos. 4,704,362, 5,221,619 and 4,342,832 (the "'362, '619 and '832 Patents"), relating to vectors for expressing cloned genes and the methods for such expression. Genentech alleged that Amgen infringed its patents by manufacturing and selling NEUPOGEN(R). On December 2, 1996, Amgen was served with this lawsuit. On January 21, 1997, the Company answered the complaint and asserted counterclaims relating to invalidity and non-infringement of the patents-in-suit. On February 10, 1997, Genentech served Amgen with a reply to the counterclaim and an additional counterclaim asserting U.S. Patent No. 5,583,013 (the "'013 Patent"), issued December 10, 1996, seeking relief similar to that sought for the '362, '619 and '832 Patents. On March 31, 1997, Amgen answered this pleading and asserted counterclaims relating to invalidity and non-infringement of the '013 Patent. At a hearing held on May 29, 1998, the parties stipulated to: (i) the dismissal with prejudice of Genentech's first claim for patent infringement against Amgen with respect to the '832 Patent, as alleged in Genentech's complaint filed October 16, 1996 and (ii) dismissal with prejudice of Amgen's first, second, third and fourth claims for relief with respect to the '832 Patents as alleged in Amgen's answer to complaint and counterclaims filed on January 21, 1997. The judge issued a final claim construction ruling interpreting the '362, '619 and '013 Patent

claims which, among other things, essentially limited the claim term "control region" to DNA taken from a single operon and not constructed from control elements derived from various operons. It may not be constructed portion-by-portion from multiple operons. On February 18, 2000, Amgen filed a motion to amend its answer to allege inequitable conduct. On October 12, 2000, the California Court entered Final Judgment in the Company's favor on the basis of no infringement. Genentech has filed a notice of appeal. The parties are currently briefing these issues before the Federal Circuit Court of Appeals.

Transkaryotic Therapies and Aventis S.A. litigation

On April 15, 1997, Amgen filed suit in the Massachusetts District Court against Transkaryotic Therapies, Inc. ("TKT") and Hoechst Marion Roussel, Inc. ("HMR"--now Aventis S.A., together with TKT, the "Defendants") alleging infringement of several U.S. patents owned by Amgen that claim an erythropoietin product and processes for making erythropoietin. The suit sought an injunction preventing the Defendants from making, importing, using or selling erythropoietin in the U.S. On July 9, 1997, the Massachusetts District Court denied TKT's motion to dismiss the lawsuit on the pleadings. On April 15, 1998, the Massachusetts District Court issued an order granting the Defendants' motion for summary judgment of non-infringement on the grounds that Defendants' activities to date were protected by the clinical trial exemption. The Massachusetts District Court also ruled that the action would be administratively closed to be re-opened upon motion of either party for good cause shown. In June 1999, the Defendants filed a motion to reopen the case with which Amgen concurred. On October 7, 1999, Amgen filed an amended complaint which added two additional patents to the litigation. Defendants' amended answer asserted that all five of the patents-in-suit were not infringed, were invalid or were unenforceable due to inequitable conduct. Discovery by both sides was completed in 1999. The Defendant's motion for summary judgment of invalidity of three of the patents was denied on January 18, 2000. Amgen's motion for summary judgment of literal infringement was granted by the Massachusetts District Court on April 26, 2000 with respect to claim 1 of U.S. Patent No. 5,955,422 (the "'422 Patent"). Also on April 26, 2000, the Massachusetts District Court denied Amgen's motion for summary judgment with respect to claims 1 and 4 of U.S. Patent No. 5,756,349 (the "'349 Patent") and deferred decision on the infringement of that patent until trial. On May 15, 2000, trial began in the Massachusetts District Court. On June 9, 2000, the Massachusetts District Court granted motion for non-infringement of U.S. Patent No. 5,618,698 (the "'698 Patent"), removing the '698 Patent from this action. The Massachusetts District Court also held that, although the Defendants' erythropoietin product does not literally fall within the scope of U.S. Patent No. 5,621,080 (the "'080 Patent"), such product may infringe if it is found to be equivalent to the product claimed by the '080 Patent. Additionally, the Massachusetts District Court denied the Defendants' motion for non-infringement of U.S. Patent No. 5,547,933 (the "'933 Patent"). On July 21, 2000, the Massachusetts District Court granted Amgen's motion for judgment on the Defendants' defenses of invalidity based upon anticipation and obviousness. On January 19, 2001, the Massachusetts District Court ruled that claims 2-4 of the '080 Patent, claims 1-6 of the '349 Patent and claim 1 of the '422 Patent were valid, enforceable and infringed by TKT's GA-EPO product and the cells used to make such product. The Massachusetts District Court also held that claim 7 of the '349 patent and claims 1, 2 and 9 of the '933 Patent were not infringed, and that if infringed the claims of the '933 patent would be invalid. On January 26, 2001, TKT and HMR filed a Notice of Appeal and on February 14, 2001, Amgen filed a Notice of Cross-Appeal, to the U.S. Court of Appeals for the Federal Circuit.

Item 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to a vote of the Company's security holders during the last quarter of its fiscal year ended December 31, 2000.

PART II

Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

The Company's common stock trades on The Nasdaq Stock Market under the symbol AMGN. As of February 28, 2001, there were approximately 17,000 holders of record of the Company's common stock. No cash dividends have been paid on the common stock to date, and the Company currently intends to utilize any earnings for development of the Company's business and for repurchases of its common stock.

The following table sets forth, for the fiscal periods indicated, the range of high and low closing sales prices of the common stock as quoted on The Nasdaq Stock Market for the years 2000 and 1999:

	High	Low
2000		
4th Quarter	$71.38	$54.13
3rd Quarter	78.00	64.94
2nd Quarter	70.38	51.31
1st Quarter	74.69	52.25
1999		
4th Quarter	$64.88	$37.84
3rd Quarter	43.78	29.50
2nd Quarter	40.00	26.16
1st Quarter	39.53	26.14

Item 6. SELECTED FINANCIAL DATA
(in millions, except per share data)

	Years ended December 31,				
	2000	1999	1998	1997	1996
Consolidated Statement of Operations Data:					
Revenues:					
Product sales(1)	$3,202.2	$3,042.8	$2,514.4	$2,219.8	$2,088.2
Other revenues	427.2	297.3	203.8	181.2	151.6
Total revenues	3,629.4	3,340.1	2,718.2	2,401.0	2,239.8
Research and development expenses	845.0	822.8	663.3	630.8	528.3
Selling, general and administrative expenses	826.9	654.3	515.4	483.8	470.6
Other items, net(2)	(18.8)	(49.0)	(23.0)	157.0	--
Net income	1,138.5	1,096.4	863.2	644.3	679.8
Diluted earnings per share	1.05	1.02	0.82	0.59	0.61
Cash dividends declared per share	--	--	--	--	--

	At December 31,				
	2000	1999	1998	1997	1996
Consolidated Balance Sheet Data:					
Total assets	$5,399.6	$4,077.6	$3,672.2	$3,110.2	$2,765.6
Long-term debt	223.0	223.0	223.0	229.0	59.0
Stockholders' equity	4,314.5	3,023.5	2,562.2	2,139.3	1,906.3

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(1) Due to Year 2000 contingency planning in the fourth quarter of 1999, the Company offered extended payment terms on limited shipments of EPOGEN(R) and NEUPOGEN(R) to certain wholesalers. These Year 2000 related sales totaled $45 million, or $0.02 per share, in 1999.

(2) Amounts primarily comprised of benefits and expenses related to various legal proceedings. The amount in 2000 also includes a write-off of acquired in-process research and development of $30.1 million and a charitable contribution of $25 million to the Amgen Foundation. See Notes 4 and 11 to the Consolidated Financial Statements for a discussion of the amounts in 2000, 1999 and 1998. Other items, net increased/(decreased) earnings per share by $0.00 in 2000, $0.03 in 1999, $0.01 in 1998 and ($0.09) in 1997.

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Liquidity and Capital Resources

The Company had cash, cash equivalents and marketable securities of $2,028.1 million at December 31, 2000, compared with $1,333.0 million at December 31, 1999. Cash provided by operating activities has been and is expected to continue to be the Company's primary source of funds. In 2000, operations provided $1,634.6 million of cash compared with $1,226.9 million in 1999.

Capital expenditures totaled $437.7 million in 2000 compared with $304.2 million in 1999. The Company anticipates spending approximately $450 million to $550 million in 2001 on capital projects and equipment to expand the Company's operations.

The Company receives cash from the exercise of employee stock options and proceeds from the sale of stock by Amgen pursuant to the employee stock purchase plan. In 2000, employee stock option exercises and proceeds from the sale of stock by Amgen pursuant to the employee stock purchase plan provided $333.7 million of cash compared with $248.8 million in 1999. Proceeds from the exercise of employee stock options will vary from period to period based upon, among other factors, fluctuations in the market value of the Company's stock relative to the exercise price of such options.

The Company has a stock repurchase program primarily to reduce the dilutive effect of its employee stock option and stock purchase plans. In 2000, the Company repurchased 12.2 million shares of its common stock at a total cost of $799.9 million, and in 1999, the Company repurchased 27.1 million shares of common stock at a cost of $1,024.7 million. In December 2000, the Board of Directors authorized the Company to repurchase up to $2 billion of common stock between January 1, 2001 and December 31, 2002. The amount the Company spends on and the number of shares repurchased each quarter varies based on a variety of factors, including the stock price and blackout periods in which the Company is restricted from repurchasing shares.

To provide for financial flexibility and increased liquidity, the Company has established several sources of debt financing. As of December 31, 2000, the Company had $223 million of unsecured long-term debt securities outstanding. These unsecured long-term debt securities consisted of: 1) $100 million of debt securities that bear interest at a fixed rate of 6.5% and mature in 2007 under a $500 million debt shelf registration (the "Shelf"), 2) $100 million of debt securities that bear interest at a fixed rate of 8.1% and mature in 2097 and 3) $23 million of debt securities that bear interest at a fixed rate of 6.2% and mature in 2003. Under the Shelf, all of the remaining $400 million of debt securities available for issuance may be offered under the Company's medium-term note program with terms to be determined by market conditions.

The Company's sources of debt financing also include a commercial paper program which provides for unsecured short-term borrowings up to an aggregate face amount of $200 million. As of December 31, 2000, commercial paper with a face amount of $100 million was outstanding. These borrowings had maturities of less than two months and had effective interest rates averaging 6.7%. In addition, the Company has an unsecured $150 million credit facility that expires on May 28, 2003. This credit facility supports the Company's commercial paper program. As of December 31, 2000, no amounts were outstanding under this line of credit.

The primary objectives for the Company's investment portfolio are liquidity and safety of principal. Investments are made to achieve the highest rate of return to the Company, consistent with these two objectives. The Company's investment policy limits investments to certain types of instruments issued by institutions with investment grade credit ratings and places restrictions on maturities and concentration by type and issuer.

The Company believes that existing funds, cash generated from operations and existing sources of debt financing are adequate to satisfy its working capital and capital expenditure requirements for the foreseeable future, as well as to support its stock repurchase program. However, the Company may raise additional capital from time to time.

Results of Operations

Product sales

Product sales were $3,202.2 million in 2000, an increase of $159.4 million or 5% over the prior year. In 1999, product sales were $3,042.8 million, an increase of $528.4 million or 21% over the prior year. Quarterly product sales are influenced by a number of factors, including underlying demand, wholesaler inventory management practices and foreign exchange effects.

EPOGEN(R) (Epoetin alfa)

EPOGEN(R) sales were $1,962.9 million in 2000, an increase of $203.8 million or 12% over the prior year. This increase was primarily due to higher demand, which was principally driven by growth in the U.S. dialysis patient population and to a lesser extent, the effect of higher prices. Sales in 2000 were adversely impacted by Year 2000-related sales to wholesalers in the fourth quarter of 1999 for which the Company provided extended payment terms and, the Company believes, by dialysis provider inventory drawdowns in 2000 of additional 1999 year-end stockpiling. The Company believes that some of this dialysis provider stockpiling may have been due to Year 2000 concerns and year-end contract expirations. In 1999, EPOGEN(R) sales were $1,759.1 million, an increase of $377.1 million or 27% over the prior year. This increase was primarily due to higher demand, principally driven by the administration of higher doses and growth in the U.S. dialysis patient population. The administration of higher doses of EPOGEN(R) was principally due to dialysis providers managing more patients into the hematocrit range of 33 to 36 percent as recommended by the Dialysis Outcomes Quality Initiative, as well as the use of hemoglobin instead of hematocrit to measure red blood cell volume.

NEUPOGEN(R) (Filgrastim)

Worldwide NEUPOGEN(R) sales were $1,223.7 million in 2000, a decrease of $32.9 million or 3% from the prior year. This decrease was primarily due to the adverse impact of wholesaler buying patterns, including Year 2000-related sales to wholesalers in the fourth quarter of 1999 for which the Company provided extended payment terms, as well as adverse foreign exchange effects. The Company believes these factors were partially offset by a mid-single digit rate increase in demand, which includes the effect of higher prices in the U.S. In 1999, worldwide NEUPOGEN(R) sales were $1,256.6 million, an increase of $140.0 million or 13% over the prior year. This increase was primarily due to higher demand, which includes the effect of higher prices in the U.S., and the impact of approximately $29 million of Year 2000-related sales to wholesalers in the fourth quarter of 1999 for which the Company provided extended payment terms.

Other product sales

Other product sales primarily consist of INFERGEN(R) (Interferon alfacon-1). INFERGEN(R) sales were $14.5 million in 2000, a decrease of $11.7 million or 45% from the prior year. In 1999, INFERGEN(R) sales were $26.2 million, an increase of $10.4 million or 66% over the prior year. INFERGEN(R) was launched in October 1997 for the treatment of chronic hepatitis C virus infection. There are other treatments, including combination therapy, for this infection against which INFERGEN(R) competes. The Company cannot predict the extent to which it will maintain its share or further penetrate this market.

Corporate partner revenues

In 2000, corporate partner revenues increased $84.8 million or 53% over the prior year. In 1999, corporate partner revenues increased $33.5 million or 26% over the prior year. These increases were primarily due to amounts earned from Kirin-Amgen, Inc. related to the development program for ARANESP(TM)(darbepoetin alfa), the Company's novel erythropoiesis stimulating protein.

Cost of sales

Cost of sales as a percentage of product sales was 12.8%, 13.2% and 13.7% for 2000, 1999 and 1998, respectively. The decreases in these percentages were primarily due to increased manufacturing efficiencies.

Research and development

In 2000, research and development expenses increased $22.2 million or 3% over the prior year. This increase was primarily due to higher staff-related costs necessary to support ongoing research and product development activities and higher clinical trial costs. These increases were substantially offset by a reduction in clinical manufacturing and product licensing costs. In 1999, research and development expenses increased $159.5 million or 24% over the prior year. This increase was primarily due to product licensing and development costs related to the collaboration with PRAECIS PHARMACEUTICALS INCORPORATED and higher staff-related costs necessary to support ongoing research and product development activities.

Selling, general and administrative

In 2000, selling, general and administrative ("SG&A") expenses increased $172.6 million or 26% over the prior year. This increase was primarily due to higher staff-related costs and outside marketing expenses as the Company continues to support its existing products and prepares for anticipated new product launches. In 1999, SG&A expenses increased $138.9 million or 27% over the prior year primarily due to higher staff-related costs and outside marketing expenses as the Company prepared for anticipated new product launches.

Other items, net

Other items, net consisted of three non-recurring items: 1) legal awards associated with the spillover arbitration with Johnson & Johnson, 2) a write-off of acquired in-process research and development associated with the acquisition of Kinetix Pharmaceuticals, Inc. and 3) a charitable contribution to the Amgen Foundation. See Note 4 to the Consolidated Financial Statements.

Interest and other income

In 2000, interest and other income increased $57.9 million or 66% over the prior year. This increase was primarily due to gains realized on the sale of certain equity securities in the Company's portfolio and higher interest income generated from the Company's investment portfolio as a result of higher average cash balances and higher interest rates. In 1999, interest and other income increased $42.6 million or 93% over the prior year. This increase was principally due to the absence of write-downs recorded in 1998 of certain non-current assets, primarily marketable equity securities.

Income taxes

The Company's effective tax rate was 32.0%, 30.0% and 29.5% for 2000, 1999 and 1998, respectively. The tax rate in all three years reflected the tax benefits from the sale of products manufactured in the Company's Puerto Rico manufacturing facility. The Company's tax rate has increased as a result of increased taxable income combined with a provision in the federal tax law that caps tax benefits associated with the Company's Puerto Rico operations at the 1995 income level. In addition, the 2000 tax rate increased as a result of the write-off of acquired in-process research and development, which is not deductible for tax purposes.

Financial Outlook

In December 1999 and early 2000, the Company filed regulatory submissions for the use of ARANESP(TM) in patients with chronic renal insufficiency and chronic renal failure in the U.S., the European Union, Canada, Australia and New Zealand. The Company anticipates selling ARANESP(TM) if approved, in most of these markets beginning in 2001. Because the Company is unable to predict the timing and the extent

to which health care providers in the U.S. may transition from administering EPOGEN(R) to ARANESP(TM), 2001 sales guidance for EPOGEN(R) and ARANESP(TM) will be provided on a combined basis. The Company expects the percentage increase of 2001 sales of EPOGEN(R) and ARANESP(TM) combined over 2000 EPOGEN(R) sales to be in the range of high teens to low twenties. Patients receiving treatment for end stage renal disease are covered primarily under medical programs provided by the federal government. Therefore, EPOGEN(R) sales may also be affected by future changes in reimbursement rates or a change in the basis for reimbursement by the federal government. In addition, ARANESP(TM) will be affected by government and private payor reimbursement policies.

In 2001, the Company expects the NEUPOGEN(R) sales growth rate to be in the high single digits. The Company believes that there is a trend in some cancer settings towards the use of chemotherapy treatments that are less myelosuppressive. Chemotherapy treatments that are less myelosuppressive may require less NEUPOGEN(R). Future NEUPOGEN(R) demand is dependent primarily upon penetration of existing markets and the effects of competitive products. NEUPOGEN(R) usage is expected to continue to be affected by cost containment pressures from governments and private insurers on health care providers worldwide. In addition, reported NEUPOGEN(R) sales will continue to be affected by changes in foreign currency exchange rates. In both domestic and foreign markets, sales of NEUPOGEN(R) are dependent, in part, on the availability of reimbursement from third party payors such as governments (for example, Medicare and Medicaid programs in the U.S.) and private insurance plans. Therefore, NEUPOGEN(R) sales may also be affected by future changes in reimbursement rates or changes in the bases for reimbursement.

INFERGEN(R) (Interferon alfacon-1) was launched in October 1997 for the treatment of chronic hepatitis C virus infection. There are other treatments, including combination therapy, for this infection against which INFERGEN(R) competes. The Company cannot predict the extent to which it will maintain its share or further penetrate this market.

For 2001, total product sales are expected to grow in the mid to high teens, cost of sales is expected to be in the range of 11.5% to 12.5% of total product sales, corporate partner revenues are expected to be approximately the same as in 2000, research and development expenses and SG&A expenses are each estimated to be in the range of 25% to 27% of total product sales, the effective tax rate is expected to be approximately 34%, and earnings per share is expected to grow in the mid teens.

Estimates of future product sales, operating expenses and earnings per share are necessarily speculative in nature and are difficult to predict with accuracy.

Except for the historical information contained herein, the matters discussed herein are by their nature forward-looking. Investors are cautioned that forward-looking statements or projections made by the Company, including those made in this document, are subject to risks and uncertainties that may cause actual results to differ materially from those projected. Reference is made in particular to forward-looking statements regarding product sales, earnings per share and expenses. Amgen operates in a rapidly changing environment that involves a number of risks, some of which are beyond the Company's control. Future operating results and the Company's stock price may be affected by a number of factors, including, without limitation: (i) the results of preclinical and clinical trials; (ii) regulatory approvals of product candidates, new indications and manufacturing facilities; (iii) reimbursement for Amgen's products by governments and private payors; (iv) health care guidelines and policies relating to Amgen's products; (v) intellectual property matters (patents) and the results of litigation; (vi) competition; (vii) fluctuations in operating results and (viii) rapid growth of the Company. These factors and others are discussed herein and in the sections appearing under the heading "Business--Factors That May Affect Amgen" in the Company's Annual Report on Form 10-K for the year ended December 31, 2000, which sections are incorporated herein by reference.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest income earned on the Company's investment portfolio is affected by changes in the general level of U.S. interest rates. The Company's short-term borrowings effectively bear interest at variable rates and therefore, changes in U.S. interest rates affect interest expense incurred thereon. The Company had reduced this exposure to interest rate changes by entering into an interest rate swap agreement, which expired during 2000, that effectively changed the interest expense incurred on a portion of its short-term borrowings to a fixed rate. Changes in interest rates do not affect interest expense incurred on the Company's long-term borrowings because they all bear interest at fixed rates. The following tables provide information about the Company's financial instruments that are sensitive to changes in interest rates. For the Company's investment portfolio and debt obligations, the tables present principal cash flows and related weighted-average interest rates by expected maturity dates. Additionally, the Company has assumed its available-for-sale debt securities, comprised primarily of corporate debt instruments and treasury securities, are similar enough to aggregate those securities for presentation purposes. For the interest rate swap, the tables present the notional amount and weighted-average interest rates by contractual maturity date. The notional amount is used to calculate the contractual cash flows to be exchanged under the contract.

Interest Rate Sensitivity
Principal Amount by Expected Maturity as of 12/31/99
Average Interest Rate
(Dollars in millions)

	2000	2001	2002	2003	2004	Thereafter	Total	Fair Value 12/31/99
Available-for-sale debt securities	$376.8	$721.8	$177.7	$17.0	$5.0	--	$1,298.3	$1,293.6
Interest rate	6.3%	6.4%	6.5%	6.0%	5.6%	--		
Commercial paper	$100.0	--	--	--	--	--	$ 100.0	$ 100.0
Interest rate	6.4%	--	--	--	--	--		
Long-term debt	--	--	--	$23.0	--	$200.0	$ 223.0	$ 216.6
Interest rate	--	--	--	6.2%	--	7.3%		
Interest rate swap related to commercial paper issuances:								
Pay fixed/receive variable	$ 50.0	--	--	--	--	--	$ 50.0	$ 0.3
Avg. pay rate	5.3%	--	--	--	--	--		
Avg. receive rate	6.0%	--	--	--	--	--		

Interest Rate Sensitivity
Principal Amount by Expected Maturity as of 12/31/00
Average Interest Rate
(Dollars in millions)

	2001	2002	2003	2004	2005	Thereafter	Total	Fair Value 12/31/00
Available-for-sale debt securities	$780.4	$740.6	$232.3	$118.5	$60.0	--	$1,931.8	$1,950.2
Interest rate	6.6%	6.7%	7.0%	6.5%	7.0%	--		
Commercial paper	$100.0	--	--	--	--	--	$ 100.0	$ 100.0
Interest rate	6.7%	--	--	--	--	--		
Long-term debt	--	--	$ 23.0	--	--	$200.0	$ 223.0	$ 222.0
Interest rate	--	--	6.2%	--	--	7.3%		

The Company is exposed to equity price risks on the marketable portion of equity securities included in its portfolio of investments entered into for the promotion of business and strategic objectives. These investments

are generally in small capitalization stocks in the biotechnology industry sector. The Company typically does not attempt to reduce or eliminate its market exposure on these securities. An 80% adverse change in equity prices would result in a decrease of approximately $178 million and $72 million in the fair value of the Company's available-for-sale marketable equity securities at December 31, 2000 and 1999, respectively.

Item 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The information required by this item is incorporated herein by reference to the financial statements listed in Item 14(a) of Part IV of this Form 10-K Annual Report.

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURES

None.

PART III

Item 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

Information concerning the directors of the Company is incorporated by reference to the section entitled "Election of Directors" in the Company's definitive Proxy Statement with respect to the Company's 2001 Annual Meeting to be filed with the Securities and Exchange Commission within 120 days of December 31, 2000 (the "Proxy Statement"). For information concerning the executive officers of the Company, see "Item 1. Business--Executive Officers of the Registrant".

Item 11. EXECUTIVE COMPENSATION

The section labeled "Executive Compensation" appearing in the Company's Proxy Statement is incorporated herein by reference, except for such information as need not be incorporated by reference under rules promulgated by the Securities and Exchange Commission.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The section labeled "Security Ownership of Directors and Executive Officers and Certain Beneficial Owners" appearing in the Company's Proxy Statement is incorporated herein by reference.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The section labeled "Certain Transactions" appearing in the Company's Proxy Statement is incorporated herein by reference.

PART IV

Item 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K

(a)1. Index to Financial Statements

The following Financial Statements are included herein:

	Page Number
Report of Ernst & Young LLP, Independent Auditors	F-1
Consolidated Statements of Operations for each of the three years in the period ended December 31, 2000	F-2
Consolidated Balance Sheets at December 31, 2000 and 1999	F-3
Consolidated Statements of Stockholders' Equity for each of the three years in the period ended December 31, 2000	F-4
Consolidated Statements of Cash Flows for each of the three years in the period ended December 31, 2000	F-5
Notes to Consolidated Financial Statements	F-6 - F-22

(a)2. Index to Financial Statement Schedules

The following Schedule is filed as part of this Form 10-K Annual Report:

	Page Number
II Valuation Accounts	F-23

All other schedules are omitted because they are not applicable, or not required, or because the required information is included in the consolidated statements or notes thereto.

(a)3. Exhibits

Exhibit No.	Description
3.1	Restated Certificate of Incorporation as amended.(10)
3.2	Amended and Restated Bylaws of Amgen Inc. (as amended October 24, 2000).(20)
3.3	Certificate of Amendment of Restated Certificate of Incorporation.(19)
3.4*	Certificate of Designations of Series A Junior Participating Preferred Stock.
4.1	Indenture dated January 1, 1992 between the Company and Citibank N.A., as trustee.(4)
4.2	First Supplement to Indenture, dated February 26, 1997 between the Company and Citibank N.A., as trustee.(7)
4.3	Officer's Certificate pursuant to Sections 2.1 and 2.3 of the Indenture, as supplemented, establishing a series of securities "8 1/8% Debentures due April 1, 2097."(9)
4.4	8 1/8% Debentures due April 1, 2097.(9)
4.5	Form of stock certificate for the common stock, par value $.0001 of the Company.(10)
4.6	Officer's Certificate pursuant to Sections 2.1 and 2.3 of the Indenture, dated as of January 1, 1992, as supplemented by the First supplemental Indenture, dated as of February 26, 1997, each between the Company and Citibank, N.A., as Trustee, establishing a series of securities entitled "6.50% Notes Due December 1, 2007".(12)
4.7	6.50% Notes Due December 1, 2007 described in Exhibit 4.6.(12)

Exhibit No.	Description
4.8	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.(14)
10.1*+	Company's Amended and Restated 1991 Equity Incentive Plan.
10.2*+	Company's Amended and Restated 1997 Special Non-Officer Equity Incentive Plan.
10.3*	Shareholder's Agreement of Kirin-Amgen, Inc., dated May 11, 1984, between the Company and Kirin Brewery Company, Limited.
10.4	Amendment Nos. 1, 2, and 3, dated March 19, 1985, July 29, 1985 and December 19, 1985, respectively, to the Shareholder's Agreement of Kirin-Amgen, Inc., dated May 11, 1984.(19)
10.5	Product License Agreement, dated September 30, 1985, and Technology License Agreement, dated, September 30, 1985 between the Company and Ortho Pharmaceutical Corporation.(19)
10.6	Product License Agreement, dated September 30, 1985, and Technology License Agreement, dated September 30, 1985 between Kirin-Amgen, Inc. and Ortho Pharmaceutical Corporation.(19)
10.7+	Company's Amended and Restated Employee Stock Purchase Plan.(19)
10.8	Research, Development Technology Disclosure and License Agreement PPO, dated January 20, 1986, by and between the Company and Kirin Brewery Co., Ltd.(1)
10.9*	Amendment Nos. 4 and 5, dated October 16, 1986 (effective July 1, 1986) and December 6, 1986 (effective July 1, 1986), respectively, to the Shareholders Agreement of Kirin-Amgen, Inc. dated May 11, 1984.
10.10*	Assignment and License Agreement, dated October 16, 1986, between the Company and Kirin-Amgen, Inc.
10.11*	G-CSF European License Agreement, dated December 30, 1986, between Kirin-Amgen, Inc. and the Company.
10.12*+	Company's Retirement and Savings Plan (as amended and restated effective October 23, 2000).
10.13+	Company's Amended and Restated 1988 Stock Option Plan.(6)
10.14*+	First Amendment to the Company's Retirement and Savings Plan (as amended and restated effective October 23, 2000).
10.15	Amendment, dated June 30, 1988, to Research, Development, Technology Disclosure and License Agreement: GM-CSF dated March 31, 1987, between Kirin Brewery Company, Limited and the Company.(2)
10.16	Agreement on G-CSF in Certain European Countries, dated January 1, 1989, between Amgen Inc. and F. Hoffmann-La Roche & Co. Limited Company (with certain confidential information deleted therefrom).(3)
10.17	Partnership Purchase Agreement, dated March 12, 1993, between the Company, Amgen Clinical Partners, L.P., Amgen Development Corporation, the Class A limited partners and the Class B limited partner.(5)
10.18+	Amgen Inc. Supplemental Retirement Plan (As Amended and Restated Effective November 1, 1999).(18)
10.19+	First Amendment to Amgen Inc. Change of Control Severance Plan.(19)
10.20+	Amended and Restated Amgen Performance Based Management Incentive Plan.(17)
10.21	Credit Agreement, dated as of May 28, 1998, among Amgen Inc., the Borrowing Subsidiaries named therein, the Banks named therein, Citibank, N.A., as Issuing Bank, and Citicorp USA, Inc., as Administrative Agent.(15)

Exhibit No.	Description
10.22*	G-CSF United States License Agreement dated June 1, 1987 (effective July 1, 1986) between Kirin-Amgen, Inc. and the Company.
10.23*	Amendment No. 1 dated October 20, 1988 to Kirin-Amgen, Inc./Amgen G-CSF United States License Agreement dated June 1, 1987 (effective July 1, 1986).
10.24*	Amendment No. 2 dated October 17, 1991 (effective November 13, 1990) to Kirin-Amgen, Inc./Amgen G-CSF United States License Agreement dated June 1, 1987 (effective July 1, 1986).
10.25*	Amendment No. 10 dated March 1, 1996 to the Shareholders' Agreement of Kirin-Amgen, Inc. dated May 11, 1984.
10.26+	Amgen Inc. Change of Control Severance Plan effective as of October 20, 1998.(16)
10.27	Preferred Share Rights Agreement, dated as of December 12, 2000, between Amgen Inc. and American Stock Transfer and Trust Company, as Rights Agent.(21)
10.28+	First Amendment, effective January 1, 1998, to the Company's Amended and Restated Employee Stock Purchase Plan.(11)
10.29*	Amendment No. 11 dated March 20, 2000 to the Shareholders' Agreement of Kirin-Amgen, Inc. dated May 11, 1984.
10.30+	Agreement between Amgen Inc. and Dr. Fabrizio Bonanni, dated March 3, 1999.(18)
10.31*	Amendment No. 1 dated June 1, 1987 to Kirin-Amgen, Inc./Amgen G-CSF European License Agreement dated December 30, 1986.
10.32*	Amendment No. 2 dated March 15, 1988 to Kirin-Amgen, Inc./Amgen G-CSF European License Agreement dated December 30, 1986.
10.33*	Amendment No. 3 dated October 20, 1988 to Kirin-Amgen, Inc./Amgen G-CSF European License Agreement dated December 30, 1986.
10.34*	Amendment No. 4 dated December 29, 1989 to Kirin-Amgen, Inc./Amgen G-CSF European License Agreement dated December 30, 1986.
10.35+	Company's Amended and Restated 1987 Directors' Stock Option Plan.(8)
10.36	Amended and Restated Agreement on G-CSF in the EU between Amgen Inc. and F. Hoffmann-La Roche Ltd (with certain confidential information deleted therefrom).(14)
10.37	Collaboration and License Agreement, dated December 15, 1997, between the Company, GPI NIL Holdings, Inc. and Guilford Pharmaceuticals Inc. (with certain confidential information deleted therefrom).(13)
10.38+	Promissory Note of Dr. Fabrizio Bonanni, dated August 7, 1999.(18)
10.39	Promissory Note of Dr. Fabrizio Bonanni, dated October 29, 1999.(18)
10.40*+	Company's Amended and Restated 1997 Equity Incentive Plan.
10.41+	Agreement between Amgen Inc. and Mr. Gordon M. Binder, dated May 10, 2000.(19)
10.42*	Amendment No. 6 dated May 11, 1984 to the Shareholders' Agreement of Kirin-Amgen, Inc. dated May 11, 1984.
10.43*	Amendment No. 7 dated July 17, 1987 (effective April 1, 1987) to the Shareholders' Agreement of Kirin-Amgen, Inc. dated May 11, 1984.
10.44*	Amendment No. 8 dated May 28, 1993 (effective November 13, 1990) to the Shareholders' Agreement of Kirin-Amgen, Inc. dated May 11, 1984.
10.45*	Amendment No. 9 dated December 9, 1994 (effective June 14, 1994) to the Shareholders' Agreement of Kirin-Amgen, Inc. dated May 11, 1984.

Exhibit No.	Description
21*	Subsidiaries of the Company.
23	Consent of Ernst & Young LLP, Independent Auditors. The consent set forth as page 41 is incorporated herein by reference.
24	Power of Attorney. The Power of Attorney set forth on page 40 is incorporated herein by reference.

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* Filed herewith.

\+ Management contract or compensatory plan or arrangement.

(1) Filed as an exhibit to Amendment No. 1 to Form S-1 Registration Statement (Registration No. 33-3069) on March 11, 1986 and incorporated herein by reference.

(2) Filed as an exhibit to Form 8 amending the Quarterly Report on Form 10-Q for the quarter ended June 30, 1988 on August 25, 1988 and incorporated herein by reference.

(3) Filed as an exhibit to the Form 8 dated November 8, 1989, amending the Annual Report on Form 10-K for the year ended March 31, 1989 on June 28, 1989 and incorporated herein by reference.

(4) Filed as an exhibit to Form S-3 Registration Statement dated December 19, 1991 and incorporated herein by reference.

(5) Filed as an exhibit to the Form 8-A dated March 31, 1993 and incorporated herein by reference.

(6) Filed as an exhibit to the Form 10-Q for the quarter ended September 30, 1996 on November 5, 1996 and incorporated herein by reference.

(7) Filed as an exhibit to the Form 8-K Current Report dated March 14, 1997 on March 14, 1997 and incorporated herein by reference.

(8) Filed as an exhibit to the Annual Report on Form 10-K for the year ended December 31, 1996 on March 24, 1997 and incorporated herein by reference.

(9) Filed as an exhibit to the Form 8-K Current Report dated April 8, 1997 on April 8, 1997 and incorporated herein by reference.

(10) Filed as an exhibit to the Form 10-Q for the quarter ended March 31, 1997 on May 13, 1997 and incorporated herein by reference.

(11) Filed as an exhibit to the Form 10-Q for the quarter ended June 30, 1997 on August 12, 1997 and incorporated herein by reference.

(12) Filed as an exhibit to the Form 8-K Current Report dated and filed on December 5, 1997 and incorporated herein by reference.

(13) Filed as Exhibit 10.40 to the Guilford Pharmaceuticals Inc. Form 10-K for the year ended December 31, 1997 on March 27, 1998 and incorporated herein by reference.

(14) Filed as an exhibit to the Form 10-Q for the quarter ended March 31, 1998 on May 13, 1998 and incorporated herein by reference.

(15) Filed as an exhibit to the Form 10-Q for the quarter ended June 30, 1998 on August 14, 1998 and incorporated herein by reference.

(16) Filed as an exhibit to the Annual Report on Form 10-K for the year ended December 31, 1998 on March 16, 1999 and incorporated herein by reference.

(17) Filed as an exhibit to the Form 10-Q for the quarter ended June 30, 1999 on August 3, 1999 and incorporated herein by reference.

(18) Filed as an exhibit to the Annual Report on Form 10-K for the year ended December 31, 1999 on March 7, 2000 and incorporated herein by reference.

(19) Filed as an exhibit to the Form 10-Q for the quarter ended June 30, 2000 on August 1, 2000 and incorporated herein by reference.

(20) Filed as an exhibit to the Form 10-Q for the quarter ended September 30, 2000 on November 14, 2000 and incorporated herein by reference.

(21) Filed as an exhibit to the Form 8-K Current Report dated December 13, 2000 on December 18, 2000 and incorporated herein by reference.

(b) Reports on Form 8-K

The Company filed three Current Reports on Form 8-K during the three months ended December 31, 2000. The report filed on November 3, 2000 reported under Item 5 that on October 26, 2000, the Company publicly disseminated a press release announcing its third quarter of 2000 financial results. The report filed on November 13, 2000 reported under Item 5 that on November 8, 2000, the Company publicly disseminated a press release updating the investment community on the Company's business and providing certain financial guidance. The report filed on December 18, 2000 reported under Item 5 that on December 12, 2000, the Company's Board of Directors amended and restated its stockholder rights agreement and approved the Amended and Restated Rights Agreement, dated as of December 12, 2000, between the Company and American Stock Transfer & Trust Company.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Annual Report to be signed on its behalf by the undersigned, thereunto duly authorized.

AMGEN INC.
(Registrant)

Date: 3/6/01

By: /s/ Kathryn E. Falberg
Kathryn E. Falberg
Senior Vice President, Finance
and Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Kathryn E. Falberg and Barry D. Schehr, or either of them, his or her attorney-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any amendments to this Report, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or his or her substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
/s/ Kevin W. Sharer Kevin W. Sharer	Chairman of the Board, Chief Executive Officer and Director (Principal Executive Officer)	3/6/01
/s/ Kathryn E. Falberg Kathryn E. Falberg	Senior Vice President, Finance and Chief Financial Officer	3/6/01
/s/ Barry D. Schehr Barry D. Schehr	Vice President, Financial Operations, and Chief Accounting Officer	3/6/01
/s/ David Baltimore David Baltimore	Director	3/6/01
/s/ William K. Bowes, Jr. William K. Bowes, Jr.	Director	3/6/01
/s/ Jerry D. Choate Jerry D. Choate	Director	3/6/01
/s/ Frederick W. Gluck Frederick W. Gluck	Director	3/6/01
/s/ Franklin P. Johnson, Jr. Franklin P. Johnson, Jr.	Director	3/6/01
/s/ Steven Lazarus Steven Lazarus	Director	3/6/01
/s/ Gilbert S. Omenn Gilbert S. Omenn	Director	3/6/01
/s/ Judith C. Pelham Judith C. Pelham	Director	3/6/01
/s/ J. Paul Reason J. Paul Reason	Director	3/6/01
/s/ Donald B. Rice Donald B. Rice	Director	3/6/01

EXHIBIT 23

CONSENT OF ERNST & YOUNG LLP, INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statement (Form S-8 No. 33-5111) pertaining to the 1984 Stock Option Plan, 1981 Incentive Stock Option Plan and Nonqualified Stock Option Plan of Amgen Inc., in the Registration Statement (Form S-8 No. 33-24013) pertaining to the Amended and Restated 1988 Stock Option Plan of Amgen Inc., in the Registration Statement (Form S-8 No. 33-39183) pertaining to the Amended and Restated Employee Stock Purchase Plan, in the Registration Statement (Form S-8 No. 33-39104) pertaining to the Amended and Restated Amgen Retirement and Savings Plan, in the Registration Statements (Form S-3/S-8 No. 33-29791 and Form S-8 No. 33-42501) pertaining to the Amended and Restated 1987 Directors' Stock Option Plan, in the Registration Statement (Form S-8 No. 33-42072) pertaining to the Amgen Inc. Amended and Restated 1991 Equity Incentive Plan, in the Registration Statement (Form S-8 No. 33-47605) pertaining to the Retirement and Savings Plan for Amgen Puerto Rico, Inc., in the Registration Statement (Form S-8 No. 333-44727) pertaining to the Amgen Inc. 1997 Special Non-Officer Equity Incentive Plan, in the Registration Statement (Form S-3 No. 333-19931) of Amgen Inc., in the Registration Statement (Form S-3 No. 333-40405) of Amgen Inc., in the Registration Statement (Form S-8 No. 333-62735) pertaining to the Amgen Inc. Amended and Restated 1997 Special Non-Officer Equity Incentive Plan, in the Registration Statement (Form S-3 No. 333-53929) pertaining to the Amgen Inc. 1997 Special Non-Officer Equity Incentive Plan, the Amgen Inc. Amended and Restated 1991 Equity Incentive Plan, the Amended and Restated 1988 Stock Option Plan of Amgen Inc. and the Amended and Restated 1987 Directors' Stock Option Plan and in the Registration Statement (Form S-8 No. 333-74585) pertaining to the Amgen Limited Sharesave Plan and in the related Prospectuses of our report dated January 23, 2001, with respect to the consolidated financial statements and financial statement schedule of Amgen Inc. included in this Annual Report (Form 10-K) for the year ended December 31, 2000.

/s/ ERNST & YOUNG LLP

Los Angeles, California
March 6, 2001

REPORT OF ERNST & YOUNG LLP, INDEPENDENT AUDITORS

The Board of Directors and Stockholders of Amgen Inc.

We have audited the accompanying consolidated balance sheets of Amgen Inc. as of December 31, 2000 and 1999, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2000. Our audits also included the financial statement schedule listed in the Index at Item 14(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Amgen Inc. as of December 31, 2000 and 1999, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2000, in accordance with accounting principles generally accepted in the United States. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

/s/ ERNST & YOUNG LLP

Los Angeles, California
January 23, 2001

AMGEN INC.

CONSOLIDATED STATEMENTS OF OPERATIONS

Years ended December 31, 2000, 1999 and 1998
(In millions, except per share data)

	2000	1999	1998
Revenues:			
Product sales	$3,202.2	$3,042.8	$2,514.4
Corporate partner revenues	246.2	161.4	127.9
Royalty income	181.0	135.9	75.9
Total revenues	3,629.4	3,340.1	2,718.2
Operating expenses:			
Cost of sales	408.4	402.1	345.2
Research and development	845.0	822.8	663.3
Selling, general and administrative	826.9	654.3	515.4
Loss of affiliates, net	23.9	16.8	28.6
Other items, net	(18.8)	(49.0)	(23.0)
Total operating expenses	2,085.4	1,847.0	1,529.5
Operating income	1,544.0	1,493.1	1,188.7
Other income (expense):			
Interest and other income, net	146.2	88.3	45.7
Interest expense, net	(15.9)	(15.2)	(10.0)
Total other income	130.3	73.1	35.7
Income before income taxes	1,674.3	1,566.2	1,224.4
Provision for income taxes	535.8	469.8	361.2
Net income	$1,138.5	$1,096.4	$ 863.2
Earnings per share:			
Basic	$ 1.11	$ 1.07	$ 0.85
Diluted	$ 1.05	$ 1.02	$ 0.82
Shares used in calculation of earnings per share:			
Basic	1,029.6	1,021.7	1,020.2
Diluted	1,084.7	1,078.3	1,057.3

See accompanying notes.

AMGEN INC.

CONSOLIDATED BALANCE SHEETS

December 31, 2000 and 1999
(In millions, except per share data)

	2000	1999
ASSETS		
Current assets:		
Cash and cash equivalents	$ 226.5	$ 130.9
Marketable securities	1,801.6	1,202.1
Trade receivables, net of allowance for doubtful accounts of $21.2 in 2000 and $26.0 in 1999	389.2	412.2
Inventories	305.2	184.3
Other current assets	214.6	135.8
Total current assets	2,937.1	2,065.3
Property, plant and equipment at cost, net	1,781.5	1,553.6
Other assets	681.0	458.7
	$5,399.6	$4,077.6
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 143.2	$ 83.4
Commercial paper	99.7	99.5
Accrued liabilities	619.2	648.2
Total current liabilities	862.1	831.1
Long-term debt	223.0	223.0
Stockholders' equity:		
Preferred stock; $0.0001 par value; 5.0 shares authorized; none issued or outstanding	--	--
Common stock and additional paid-in capital; $0.0001 par value; 2,750.0 shares authorized; outstanding--1,037.4 shares in 2000 and 1,017.9 shares in 1999	2,947.3	2,072.3
Retained earnings	1,304.6	966.0
Accumulated other comprehensive income (loss)	62.6	(14.8)
Total stockholders' equity	4,314.5	3,023.5
	$5,399.6	$4,077.6

See accompanying notes.

AMGEN INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

Years ended December 31, 2000, 1999 and 1998
(In millions)

	Number of shares	Common stock and additional paid-in capital	Retained earnings	Accumulated other comprehensive income (loss)	Total
Balance at December 31, 1997	1,033.1	$1,218.2	$ 943.2	$(22.1)	$ 2,139.3
Comprehensive Income:					
Net income	--	--	863.2	--	863.2
Other comprehensive income, net of tax:					
Unrealized gains on securities, net of reclassification adjustments	--	--	--	9.1	9.1
Foreign currency translation adjustments	--	--	--	9.0	9.0
Total other comprehensive income	--	--	--	--	18.1
Comprehensive income	--	--	--	--	881.3
Issuance of common stock upon the exercise of employee stock options and in connection with an employee stock purchase plan	42.8	345.5	--	--	345.5
Tax benefits related to employee stock options	--	108.2	--	--	108.2
Repurchases of common stock	(57.4)	--	(912.1)	--	(912.1)
Balance at December 31, 1998	1,018.5	1,671.9	894.3	(4.0)	2,562.2
Comprehensive Income:					
Net income	--	--	1,096.4	--	1,096.4
Other comprehensive loss, net of tax:					
Unrealized gains on securities, net of reclassification adjustments	--	--	--	7.3	7.3
Foreign currency translation adjustments	--	--	--	(18.1)	(18.1)
Total other comprehensive loss	--	--	--	--	(10.8)
Comprehensive income	--	--	--	--	1,085.6
Issuance of common stock upon the exercise of employee stock options	26.5	248.8	--	--	248.8
Tax benefits related to employee stock options	--	151.6	--	--	151.6
Repurchases of common stock	(27.1)	--	(1,024.7)	--	(1,024.7)
Balance at December 31, 1999	1,017.9	2,072.3	966.0	(14.8)	3,023.5

Comprehensive Income:					
Net income	--	--	1,138.5	--	1,138.5
Other comprehensive income, net of tax:					
Unrealized gains on securities, net of reclassification adjustments	--	--	--	99.0	99.0
Foreign currency translation adjustments	--	--	--	(21.6)	(21.6)

Total other comprehensive income	--	--	--	--	77.4

Comprehensive income	--	--	--	--	1,215.9
Issuance of common stock upon the exercise of employee stock options and in connection with an employee stock purchase plan	29.1	333.7	--	--	333.7
Tax benefits related to employee stock options	--	376.6	--	--	376.6
Issuance of common stock for the acquisition of Kinetix Pharmaceuticals, Inc.	2.6	164.7	--	--	164.7
Repurchases of common stock	(12.2)	--	(799.9)	--	(799.9)
	---	---	---	---	---
Balance at December 31, 2000	1,037.4	$2,947.3	$ 1,304.6	$ 62.6	$ 4,314.5
	===	===	===	===	===

See accompanying notes.

AMGEN INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years ended December 31, 2000, 1999 and 1998
(In millions)

	2000	1999	1998
Cash flows from operating activities:			
Net income	$ 1,138.5	$ 1,096.4	$ 863.2
Write-off of acquired in-process research and development	30.1	--	--
Depreciation and amortization	211.8	176.8	143.8
Tax benefits related to employee stock options	376.6	151.6	108.2
Gain on equity investments	(31.8)	--	(17.3)
Other non-cash expenses	6.2	9.8	27.5
Loss of affiliates, net	23.9	16.8	28.6
Cash provided by (used in):			
Trade receivables, net	23.0	(92.3)	(50.9)
Inventories	(120.9)	(73.5)	(1.6)
Other current assets	(51.4)	(9.0)	(21.2)
Accounts payable	59.8	(38.2)	17.7
Accrued liabilities	(31.2)	(11.5)	51.7
Net cash provided by operating activities	1,634.6	1,226.9	1,149.7
Cash flows from investing activities:			
Purchases of property, plant and equipment	(437.7)	(304.2)	(407.8)
Proceeds from maturities of marketable securities	--	40.0	20.1
Proceeds from sales of marketable securities	1,067.8	843.5	466.2
Purchases of marketable securities	(1,638.7)	(1,032.7)	(766.3)
Other	(27.7)	(10.1)	14.1
Net cash used in investing activities	(1,036.3)	(463.5)	(673.7)
Cash flows from financing activities:			
Increase (decrease) in commercial paper	0.2	(0.2)	99.7
Net proceeds from issuance of common stock upon the exercise of employee stock options and in connection with an employee stock purchase plan	333.7	248.8	345.5
Repurchases of common stock	(799.9)	(1,024.7)	(912.1)
Other	(36.7)	(57.5)	(47.1)
Net cash used in financing activities	(502.7)	(833.6)	(514.0)
Increase (decrease) in cash and cash equivalents	95.6	(70.2)	(38.0)
Cash and cash equivalents at beginning of period	130.9	201.1	239.1
Cash and cash equivalents at end of period	$ 226.5	$ 130.9	$ 201.1

See accompanying notes.

1. Summary of significant accounting policies

Business

Amgen Inc. ("Amgen" or the "Company") is a global biotechnology company that discovers, develops, manufactures and markets human therapeutics based on advances in cellular and molecular biology.

Principles of consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries as well as affiliated companies in which the Company has a controlling financial interest and exercises control over their operations ("majority controlled affiliates"). All material intercompany transactions and balances have been eliminated in consolidation. Investments in affiliated companies which are 50% or less owned and where the Company exercises significant influence over operations are accounted for using the equity method. All other equity investments are accounted for under the cost method. The caption "Loss of affiliates, net" includes Amgen's equity in the operating results of affiliated companies and the minority interest others hold in the operating results of Amgen's majority controlled affiliates.

Cash and cash equivalents

The Company considers cash equivalents to be only those investments which are highly liquid, readily convertible to cash and which mature within three months from date of purchase. Under the Company's cash management system, the bank notifies the Company daily of checks presented for payment against its primary disbursement accounts. The Company transfers funds from short-term investments to cover the checks presented for payment. This system results in a book cash overdraft in the primary disbursement accounts as a result of checks outstanding. The book overdraft, which was reclassified to accounts payable, was $101.2 million and $43.9 million at December 31, 2000 and 1999, respectively.

Available-for-sale securities

The Company considers its investment portfolio and marketable equity investments available-for-sale as defined in Statement of Financial Accounting Standards ("SFAS") No. 115 and, accordingly, these investments are recorded at fair value (see Note 9, "Fair values of financial instruments"). Realized gains totaled $32.4 million, $2.8 million and $17.3 million for the years ended December 31, 2000, 1999 and 1998, respectively. Realized losses totaled $2.5 million, $6.6 million and $33.1 million for the years ended December 31, 2000, 1999 and 1998, respectively. The cost of securities sold is based on the specific identification method. The fair value of available-for-sale investments by type of security, contractual maturity and classification in the balance sheets are as follows (in millions):

December 31, 2000	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Type of security:				
Corporate debt securities	$1,054.7	$ 11.3	($1.4)	$1,064.6
U.S. Treasury securities and obligations of U.S. government agencies	663.6	5.9	--	669.5
Other interest bearing securities	215.8	0.4	(0.1)	216.1
Total debt securities	1,934.1	17.6	(1.5)	1,950.2
Equity securities	73.1	179.2	(7.0)	245.3
	$2,007.2	$196.8	($8.5)	$2,195.5

December 31, 1999	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Type of security:				
Corporate debt securities	$ 963.8	$ 0.4	$(10.8)	$ 953.4
U.S. Treasury securities and obligations of U.S. government agencies	209.9	--	(1.6)	208.3
Other interest bearing securities	132.4	--	(0.5)	131.9
Total debt securities	1,306.1	0.4	(12.9)	1,293.6
Equity securities	66.8	46.7	(8.9)	104.6
	$1,372.9	$47.1	$(21.8)	$1,398.2

	December 31,	
	2000	1999
Contractual maturity:		
Maturing in one year or less	$ 783.6	$ 376.4
Maturing after one year through three years	986.1	896.0
Maturing after three years	180.5	21.2
Total debt securities	1,950.2	1,293.6
Equity securities	245.3	104.6
	$2,195.5	$1,398.2
Classification in balance sheets:		
Cash and cash equivalents	$ 226.5	$ 130.9
Marketable securities	1,801.6	1,202.1
Other assets--noncurrent	285.3	144.6
	2,313.4	1,477.6
Less cash	(117.9)	(79.4)
	$2,195.5	$1,398.2

The primary objectives for the Company's investment portfolio are liquidity and safety of principal. Investments are made to achieve the highest rate of return to the Company, consistent with these two objectives. The Company's investment policy limits investments to certain types of instruments issued by institutions with investment grade credit ratings and places restrictions on maturities and concentration by type and issuer.

Inventories

Inventories are stated at the lower of cost or market. Cost is determined in a manner which approximates the first-in, first-out (FIFO) method. Inventories consist of currently marketed products and product candidates which the Company expects to commercialize. The inventory balance of such product candidates totaled $112.7 million and $20.3 million as of December 31, 2000 and 1999, respectively. Inventories are shown net of applicable reserves and allowances. Inventories consisted of the following (in millions):

	December 31,	
	2000	1999
Raw materials	$ 29.4	$ 37.5
Work in process	238.7	96.6
Finished goods	37.1	50.2
	$305.2	$184.3

Depreciation and amortization

Depreciation of buildings and equipment is provided over their estimated useful lives on a straight-line basis. Leasehold improvements are amortized on a straight-line basis over the shorter of their estimated useful lives or lease terms, including periods covered by options which are expected to be exercised. Useful lives by asset category are as follows:

Asset category	Years
Buildings and building improvements	10-30
Manufacturing equipment	5-10
Laboratory equipment	5-10
Furniture and office equipment	3-10

Long-lived assets

The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

Product sales

Product sales primarily consist of sales of EPOGEN(R) (Epoetin alfa) and NEUPOGEN(R) (Filgrastim) (see Note 10, "Segment information").

The Company has the exclusive right to sell Epoetin alfa for dialysis, diagnostics and all non-human uses in the United States. The Company sells Epoetin alfa under the brand name EPOGEN(R). Amgen has granted to Ortho Pharmaceutical Corporation (which has assigned its rights under the product license agreement to Ortho Biotech Products, L.P.), a subsidiary of Johnson & Johnson ("Johnson & Johnson"), a license relating to Epoetin alfa for sales in the United States for all human uses except dialysis and diagnostics. Pursuant to this license, Amgen does not recognize product sales it makes into the exclusive market of Johnson & Johnson and does recognize the product sales made by Johnson & Johnson into Amgen's exclusive market. Sales in Amgen's exclusive market and adjustments thereto are derived from Company shipments and from third-party data on shipments to end users and their usage (see Note 4, "Other items, net--Legal award"). Sales of the Company's other products are recognized when shipped and title has passed.

Research and development costs

Research and development costs are expensed as incurred, including the cost to acquire in-process research and development (see Note 11, "Business combination").

Foreign currency transactions

The Company has a program to manage foreign currency risk. As part of this program, it has purchased foreign currency option and forward contracts to hedge against possible reductions in values of certain anticipated foreign currency cash flows generally over the next 12 months. At December 31, 2000, the Company had option contracts and forward contracts to exchange foreign currencies for U.S. dollars of $10.0 million and $150.6 million, respectively, all having maturities of eleven months or less. The option contracts, which have only nominal intrinsic value at the time of purchase, are designated as effective hedges of anticipated foreign currency transactions for financial reporting purposes and, accordingly, the net gains on such contracts are deferred and recognized in the same period as the hedged transactions. The forward contracts do not qualify as hedges for financial reporting purposes and, accordingly, are marked-to-market. Net gains realized on option contracts and changes in market values of forward contracts are reflected in "Interest and other income, net" in the accompanying consolidated statements of operations. The deferred premiums on option contracts and fair values of forward contracts are included in "Other current assets" in the accompanying consolidated balance sheets.

The Company has additional foreign currency forward contracts to hedge exposures to foreign currency fluctuations of certain assets and liabilities denominated in foreign currencies. At December 31, 2000, the Company had forward contracts to exchange foreign currencies for U.S. dollars of $37.8 million, all having maturities of less than one month. These contracts are designated as effective hedges and, accordingly, gains and losses on these forward contracts are recognized in the same period the offsetting gains and losses of hedged assets and liabilities are realized and recognized. The fair values of the forward contracts are included in the corresponding captions of the hedged assets and liabilities. Gains and losses on forward contracts and the related hedged assets and liabilities are included in "Interest and other income, net" in the accompanying consolidated statements of operations.

Recent accounting pronouncements

In June 1998, the Financial Accounting Standards Board issued SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities". SFAS No. 133 establishes accounting and reporting standards requiring that all derivatives be recorded in the balance sheet as either an asset or liability measured at fair value and that changes in fair value be recognized currently in earnings, unless specific hedge accounting criteria are met. Certain provisions of SFAS No. 133, including its required implementation date, were subsequently amended. The Company will adopt SFAS No. 133, as amended, in the first quarter of 2001 and its adoption will not have a material effect on the Company's results of operations or financial position.

In December 1999, the Securities and Exchange Commission issued Staff Accounting Bulletin No. 101, "Revenue Recognition in Financial Statements" ("SAB 101"). SAB 101 provides guidance on applying generally accepted accounting principles to revenue recognition issues in financial statements. The Company adopted SAB 101 in the fourth quarter of 2000 and its adoption has not had a material effect on the Company's results of operations or financial position.

In July 2000, the Emerging Issues Task Force ("EITF") issued EITF 00-15, "Classification in the Statement of Cash Flows of the Income Tax Benefit Realized by a Company upon Employee Exercise of a Nonqualified Stock Option", which requires companies to classify the income tax benefits related to employee

exercises of nonqualified stock options as an operating activity in the statement of cash flows for both current and prior periods. Prior to the adoption of EITF 00-15 in the third quarter of 2000, Amgen had classified these amounts in financing activities in the consolidated statements of cash flows. In addition, the Company has included the income tax benefits related to disqualifying dispositions of incentive stock options within this reclassification.

Interest

Interest costs are expensed as incurred, except to the extent such interest is related to construction in progress, in which case interest is capitalized. Interest costs capitalized for the years ended December 31, 2000, 1999 and 1998, were $12.3 million, $11.6 million and $19.2 million, respectively.

Employee stock option and stock purchase plans

The Company's employee stock option and stock purchase plans are accounted for under Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" ("APB 25"). See Note 7, "Employee stock option, stock purchase and defined contribution plans".

Earnings per share

Basic earnings per share is based upon the weighted-average number of common shares outstanding. Diluted earnings per share is based upon the weighted-average number of common shares and dilutive potential common shares outstanding. Potential common shares are outstanding options under the Company's employee stock option plans, restricted stock and potential issuances of stock under the employee stock purchase plan which are included under the treasury stock method.

The following table sets forth the computation for basic and diluted earnings per share (in millions, except per share information):

	Years ended December 31,		
	2000	1999	1998
Numerator for basic and diluted earnings per share--net income	$1,138.5	$1,096.4	$ 863.2
Denominator:			
Denominator for basic earnings per share--weighted-average shares	1,029.6	1,021.7	1,020.2
Effect of dilutive securities--employee stock options, restricted stock and potential stock issuances under the employee stock purchase plan	55.1	56.6	37.1
Denominator for diluted earnings per share--adjusted weighted-average shares	1,084.7	1,078.3	1,057.3
Basic earnings per share	$ 1.11	$ 1.07	$ 0.85
Diluted earnings per share	$ 1.05	$ 1.02	$ 0.82

Options to purchase 10.6 million, 1.6 million and 3.0 million shares with exercise prices greater than the average market prices of common stock were outstanding at December 31, 2000, 1999 and 1998, respectively. These options were excluded from the respective computations of diluted earnings per share because their effect would be anti-dilutive.

Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Reclassification

Certain prior year amounts have been reclassified to conform to the current year presentation.

2. Related party transactions

The Company owns a 50% interest in Kirin-Amgen, Inc. ("Kirin-Amgen"), a corporation formed in 1984 for the development and commercialization of certain products based on advanced biotechnology. Pursuant to the terms of agreements entered into with Kirin-Amgen, the Company conducts certain research and development activities on behalf of Kirin-Amgen and is paid for such services at negotiated rates. During the years ended December 31, 2000, 1999 and 1998, Amgen earned revenues from Kirin-Amgen of $221.0 million, $138.5 million and $121.0 million, respectively, under such agreements, which are included in "Corporate partner revenues" in the accompanying consolidated statements of operations.

In connection with its various agreements with Kirin-Amgen, the Company has been granted sole and exclusive licenses for the manufacture and sale of certain products in specified geographic areas of the world. In return for such licenses, the Company pays Kirin-Amgen royalties based on sales. During the years ended December 31, 2000, 1999 and 1998, Kirin-Amgen earned royalties from Amgen of $140.8 million, $128.1 million and $105.0 million, respectively, under such agreements, which are included in "Cost of sales" in the accompanying consolidated statements of operations.

At December 31, 2000, Amgen's share of Kirin-Amgen's undistributed retained earnings was approximately $75.9 million.

3. Debt

The Company has a commercial paper program which provides for unsecured short-term borrowings up to an aggregate of $200 million. As of December 31, 2000, commercial paper with a face amount of $100 million was outstanding. These borrowings had maturities of less than two months and had effective interest rates averaging 6.7%. Commercial paper with a face amount of $100 million and with effective interest rates averaging 6.0% was outstanding at December 31, 1999.

The Company has established a $500 million debt shelf registration statement. In December 1997, pursuant to this registration statement, the Company issued $100 million of debt securities that bear interest at a fixed rate of 6.5% and mature in 2007 (the "Notes") and established a $400 million medium-term note program. The Company may offer and issue medium-term notes from time to time with terms to be determined by market conditions.

The Company had $100 million of debt securities outstanding at December 31, 2000 and 1999 that bear interest at a fixed rate of 8.1% and mature in 2097 (the "Century Notes"). These securities may be redeemed in whole or in part at the Company's option at any time for a redemption price equal to the greater of the principal amount to be redeemed or the sum of the present values of the principal and remaining interest payments discounted at a determined rate plus, in each case, accrued interest.

In addition to the Notes and the Century Notes, debt securities outstanding at December 31, 2000 and 1999 include $23 million of debt securities that bear interest at a fixed rate of 6.2% and mature in 2003. The terms of the debt securities require the Company to meet certain debt to tangible net asset ratios and places limitations on liens and sale/leaseback transactions and, except with respect to the Notes and the Century Notes, places limitations on subsidiary indebtedness.

The Company has an unsecured credit facility (the "credit facility") that includes a commitment expiring on May 28, 2003 for up to $150 million of borrowings under a revolving line of credit (the "revolving line commitment"). This credit facility supports the Company's commercial paper program. As of December 31, 2000, $150 million was available under the revolving line commitment for borrowing. Borrowings under the revolving line commitment bear interest at various rates which are a function of, at the Company's option, either the prime rate of a major bank, the federal funds rate or a Eurodollar base rate. Under the terms of the credit facility, the Company is required to meet a minimum interest coverage ratio and maintain a minimum level of tangible net worth. In addition, the credit facility contains limitations on investments, liens and sale/leaseback transactions.

The aggregate stated maturities of all long-term obligations due subsequent to December 31, 2000, are as follows: none in 2001 and 2002; $23 million in 2003; none in 2004 and 2005; and $200 million after 2005.

4. Other items, net

Other items, net in the accompanying consolidated statements of operations consists of the following (income) and expense items (in millions):

	Years ended December 31,		
	2000	1999	1998
Legal award, net	$(73.9)	$(49.0)	$(23.0)
Write-off of acquired in-process research and development (see Note 11)	30.1	--	--
Amgen Foundation contribution	25.0	--	--
Other items, net	$(18.8)	$(49.0)	$(23.0)

Legal award

In September 1985, the Company granted Johnson & Johnson's affiliate, Ortho Pharmaceutical Corporation, a license relating to certain patented technology and know-how of the Company to sell a genetically engineered form of recombinant human erythropoietin, called Epoetin alfa, throughout the United States for all human uses except dialysis and diagnostics. A number of disputes have arisen between Amgen and Johnson & Johnson as to their respective rights and obligations under the various agreements between them, including the agreement granting the license (the "License Agreement").

A dispute between Amgen and Johnson & Johnson that had been the subject of an arbitration proceeding related to the audit methodology currently employed by the Company to account for Epoetin alfa sales. Under the License Agreement, the Company and Johnson & Johnson are required to compensate each other for Epoetin alfa sales that either party makes into the other party's exclusive market, sometimes described as "spillover" sales. The Company has established and is employing an audit methodology to measure each party's spillover sales and to allocate the net profits from those sales to the appropriate party. The arbitrator in this dispute (the "Arbitrator") issued a final order adopting the Company's audit methodology with certain adjustments and also found that the Company was the successful party in the arbitration. Pursuant to the final order in the arbitration, an independent panel was formed principally (i) to address ongoing challenges to the

survey results for the years 1995 through 1999 and (ii) to refine the procedures for measuring the erythropoietin market as may be necessary. As a result of decisions made by this independent panel regarding certain challenges by Johnson & Johnson as well as other reduced uncertainties, the Company reduced amounts previously provided for potential spillover liabilities by $49 million in the third quarter of 1999 and $23 million in the fourth quarter of 1998.

Because the Arbitrator ruled that the Company was the successful party in the arbitration, Johnson & Johnson was ordered to pay to the Company all costs and expenses, including reasonable attorneys' fees, that the Company incurred in the arbitration as well as one-half of the audit costs. On July 17, 2000, the Arbitrator issued a final order awarding the Company approximately $78 million in costs and expenses, including reasonable attorneys' fees, that the Company incurred in the arbitration as well as one-half of the audit costs (the "Fee Award"). As a result, the Company recorded a net $73.9 million legal award, which represents the Fee Award reduced by minor amounts related to other miscellaneous disputes with Johnson & Johnson, in the third quarter of 2000.

Amgen Foundation contribution

During the fourth quarter of 2000, the Company contributed $25.0 million to the Amgen Foundation. This contribution will allow the Amgen Foundation to increase its support of non-profit organizations that focus on issues in health and medicine, science education and other activities that strengthen local communities over the next several years.

5. Income taxes

The provision for income taxes includes the following (in millions):

	Years ended December 31,		
	2000	1999	1998
Current provision:			
Federal (including U.S. possessions)	$481.7	$422.8	$339.6
State	47.5	37.2	27.2
Total current provision	529.2	460.0	366.8
Deferred provision (benefit):			
Federal (including U.S. possessions)	9.6	5.3	(4.7)
State	(3.0)	4.5	(0.9)
Total deferred provision (benefit)	6.6	9.8	(5.6)
	$535.8	$469.8	$361.2

Deferred income taxes reflect the net tax effects of net operating loss and credit carryforwards and temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's deferred tax assets and liabilities are as follows (in millions):

	December 31,	
	2000	1999
Deferred tax assets:		
Acquired net operating loss and credit carryforwards	$ 66.0	$ 64.3
Expenses capitalized for tax purposes	58.9	27.9
Fixed assets	46.0	22.9
Expense accruals	32.9	84.0
Other	20.0	27.4
Total deferred tax assets	223.8	226.5
Valuation allowance	(25.4)	(46.0)
Net deferred tax assets	198.4	180.5
Deferred tax liabilities:		
Purchase of technology rights	(95.9)	(78.1)
Marketable securities and investments	(62.6)	(10.0)
Other	(39.3)	(13.9)
Total deferred tax liabilities	(197.8)	(102.0)
	$ 0.6	$ 78.5

At December 31, 2000, the Company had operating loss carryforwards available to reduce future federal taxable income of which $29.3 million expire in 2008, $84.0 million expire in 2009 and $16.8 million expire thereafter. These operating loss carryforwards relate to the acquisition of companies. Utilization of these operating loss carryforwards is limited to approximately $26 million in 2001, $23 million in 2002 and $16 million per year thereafter.

The provision for income taxes varies from income taxes provided based on the federal statutory rate as follows:

	Years ended December 31,		
	2000	1999	1998
Statutory rate applied to income before income taxes	35.0 %	35.0 %	35.0 %
Benefit of Puerto Rico operations, net of Puerto Rico income taxes	(2.0)%	(2.3)%	(3.2)%
Utilization of tax credits, primarily research and experimentation	(1.4)%	(2.1)%	(2.4)%
Other, net	0.4 %	(0.6)%	0.1 %
	32.0 %	30.0 %	29.5 %

Income taxes paid during the years ended December 31, 2000, 1999 and 1998, totaled $141.3 million, $318.7 million and $251.3 million, respectively.

6. Stockholders' equity

Stockholder Rights Agreement

On February 18, 1997, the Board of Directors of the Company redeemed the rights under the Company's former common stock rights plan and declared a dividend of one preferred share purchase right (a "Right") for each then outstanding share of common stock of the Company and authorized the distribution of one Right with respect to each subsequently issued share of common stock. The Rights were distributed to stockholders of record on March 21, 1997. On December 12, 2000, the Board of Directors of the Company amended and restated the preferred stock rights plan governing the Rights (the "Amended and Restated Rights Plan") to, among other things: (i) provide that, as a result of two-for-one splits of the Company's common stock effected in February and November 1999 (the "Stock Splits"), each Right shall represent the right to purchase one four-thousandth of a share of Series A Junior Participating Preferred Stock ("Series A Preferred Stock") of the Company (which one four-thousandth gives effect to the Stock Splits); (ii) increase the exercise price of each Right to $350.00 from $56.25 (as adjusted for the Stock Splits); (iii) extend the term of the rights agreement to December 12, 2010 from March 21, 2007 and (iv) amend the definition of "Outside Director".

Pursuant to the Amended and Restated Rights Plan, each share of common stock outstanding has attached to it one whole Right. One Right represents the right to purchase one four-thousandth (1/4000) of a share of Series A Preferred Stock of the Company at $350.00. The Rights will expire on December 12, 2010.

Under certain circumstances, if an acquiring person or group acquires 10% or more of the Company's outstanding common stock, an exercisable Right will entitle its holder (other than the acquirer) to buy shares of common stock of the Company having a market value of two times the exercise price of one Right. However, in limited circumstances approved by the outside directors of the Board of Directors, a stockholder who enters into an acceptable standstill agreement may acquire up to 20% of the outstanding shares without triggering the Rights. If an acquirer acquires at least 10%, but less than 50%, of the Company's common stock, the Board of Directors may exchange each Right (other than those of the acquirer) for one share of common stock per Right. In addition, under certain circumstances, if the Company is involved in a merger or other business combination where it is not the surviving corporation, an exercisable Right will entitle its holder to buy shares of common stock of the acquiring company having a market value of two times the exercise price of one Right. The Company may redeem the Rights at $0.00025 per Right at any time prior to the public announcement that a 10% position has been acquired.

Stock repurchase program

The Company has a stock repurchase program primarily to reduce the dilutive effect of its employee stock option and stock purchase plans. Stock repurchased under the program is intended to be retired. The amount the Company spends on and the number of shares repurchased varies based on a variety of factors, including the stock price and blackout periods in which the Company is restricted from repurchasing shares. In December 2000, the Board of Directors authorized the Company to repurchase up to $2 billion of common stock between January 1, 2001 and December 31, 2002.

Other comprehensive income/(loss)

SFAS No. 130, "Reporting Comprehensive Income", requires unrealized gains and losses on the Company's available-for-sale securities and foreign currency translation adjustments to be included in other comprehensive income/(loss).

Information regarding the components of accumulated other comprehensive income/(loss) are as follows (in millions):

	Unrealized Gains on Securities	Foreign Currency Translation	Accumulated Other Comprehensive Income/(Loss)
Balance at December 31, 1999.....	$ 15.3	$(30.1)	$(14.8)
Current year other comprehensive income/(loss).....	99.0	(21.6)	77.4
Balance at December 31, 2000.....	$114.3	$(51.7)	$ 62.6

Information regarding the income tax effects for items of other comprehensive income/(loss) are as follows (in millions):

	Before-Tax Amount	Tax Benefit/ (Expense)	After-Tax Amount
For the year ended December 31, 1998:			
Unrealized losses on available-for-sale securities.....	$ (1.8)	$ 0.7	$ (1.1)
Less: Reclassification adjustments for losses realized in net income.....	(15.8)	5.6	(10.2)
Net unrealized gains on available-for-sale securities.....	14.0	(4.9)	9.1
Foreign currency translation adjustments....	9.0	--	9.0
Other comprehensive income.....	$ 23.0	$ (4.9)	$ 18.1
For the year ended December 31, 1999:			
Unrealized gains on available-for-sale securities.....	$ 12.0	$ (5.3)	$ 6.7
Less: Reclassification adjustments for losses realized in net income.....	(1.0)	0.4	(0.6)
Net unrealized gains on available-for-sale securities.....	13.0	(5.7)	7.3
Foreign currency translation adjustments....	(18.1)	--	(18.1)
Other comprehensive loss.....	$ (5.1)	$ (5.7)	$(10.8)
For the year ended December 31, 2000:			
Unrealized gains on available-for-sale securities.....	$193.0	$(75.8)	$117.2
Less: Reclassification adjustments for gains realized in net income.....	30.0	(11.8)	18.2
Net unrealized gains on available-for-sale securities.....	163.0	(64.0)	99.0
Foreign currency translation adjustments....	(21.6)	--	(21.6)
Other comprehensive income.....	$141.4	$(64.0)	$ 77.4

Other

In addition to common stock, the Company's authorized capital includes 5.0 million shares of preferred stock, $0.0001 par value, of which 0.7 million shares have been designated Series A Preferred Stock. At December 31, 2000 and 1999, no shares of preferred stock were issued or outstanding.

At December 31, 2000, the Company had reserved 183.1 million shares of its common stock which may be issued through its employee stock option and stock purchase plans and had reserved 0.7 million shares of Series A Preferred Stock.

7. Employee stock option, stock purchase and defined contribution plans

Employee stock option plans

The Company's employee stock option plans provide for option grants designated as either nonqualified or incentive stock options. Option grants to employees generally vest over a three to five year period and expire seven years from the date of grant. Most employees are eligible to receive a grant of stock options periodically with the number of shares generally determined by the employee's salary grade, performance level and the stock price. In addition, certain management and professional level employees normally receive a stock option grant upon hire. As of December 31, 2000, the Company had 67.8 million shares of common stock available for future grant under its employee stock option plans.

Stock option information with respect to all of the Company's employee stock option plans follows (shares in millions):

		Exercise Price		
	Shares	Low	High	Weighted-Average
Balance unexercised at December 31, 1997	141.9	$ 0.58	$16.97	$10.02
Granted	33.5	$11.78	$26.22	$16.53
Exercised	(42.4)	$ 0.58	$20.77	$ 8.14
Forfeited	(6.8)	$ 4.48	$18.52	$13.57
Balance unexercised at December 31, 1998	126.2	$ 0.66	$26.22	$12.18
Granted	19.0	$26.25	$57.69	$31.48
Exercised	(26.9)	$ 0.66	$39.44	$ 9.45
Forfeited	(2.5)	$ 5.48	$44.97	$17.76
Balance unexercised at December 31, 1999	115.8	$ 0.92	$57.69	$15.88
Granted	13.1	$51.31	$78.00	$67.40
Exercised	(28.2)	$ 0.92	$72.75	$11.03
Forfeited	(2.0)	$ 4.48	$74.86	$26.02
Balance unexercised at December 31, 2000	98.7	$ 2.55	$78.00	$23.89

At December 31, 2000, 1999 and 1998, employee stock options to purchase 55.5 million, 61.7 million and 66.1 million shares were exercisable at weighted-average prices of $15.35, $11.80 and $9.76, respectively.

Fair value disclosures of employee stock options

Employee stock option grants are set at the closing price of the Company's common stock on the date of grant and the related number of shares granted are fixed at that point in time. Therefore, under the principles of APB 25, the Company does not recognize compensation expense associated with the grant of employee stock options. SFAS No. 123, "Accounting for Stock-Based Compensation," requires the use of option valuation models to provide supplemental information regarding options granted after 1994. Pro forma information regarding net income and earnings per share shown below was determined as if the Company had accounted for its employee stock options and shares sold under its employee stock purchase plan under the fair value method of that statement.

The fair value of the options was estimated at the date of grant using a Black-Scholes option pricing model with the following weighted-average assumptions for 2000, 1999 and 1998, respectively: risk-free interest rates of 5.9%, 5.8% and 5.4%; dividend yields of 0%, 0% and 0%; volatility factors of the expected

market price of the Company's common stock of 45%, 38% and 34%; and expected life of the options of 3.4 years, 3.4 years and 3.4 years. These assumptions resulted in weighted-average fair values of $25.87, $10.55 and $5.11 per share for employee stock options granted in 2000, 1999 and 1998, respectively.

The Black-Scholes option valuation model was developed for use in estimating the fair value of traded options. The Company's employee stock options have characteristics significantly different from those of traded options such as vesting restrictions and extremely limited transferability. In addition, the assumptions used in option valuation models (see above) are highly subjective, particularly the expected stock price volatility of the underlying stock. Because changes in these subjective input assumptions can materially affect the fair value estimate, in management's opinion, existing valuation models do not provide a reliable single measure of the fair value of its employee stock options.

For purposes of pro forma disclosures, the estimated fair values of the options are amortized over the options' vesting periods. The Company's pro forma information is as follows (in millions, except per share information):

	Years ended December 31,		
	2000	1999	1998
Pro forma net income	$1,035.4	$1,030.0	$735.9
Pro forma earnings per share:			
Basic	$ 1.01	$ 1.01	$ 0.72
Diluted	$ 0.95	$ 0.95	$ 0.70

Information regarding employee stock options outstanding as of December 31, 2000 is as follows (shares in millions):

	Options Outstanding			Options Exercisable	
Price Range	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life	Shares	Weighted-Average Exercise Price
$10.00 and under	11.4	$ 7.83	1.1 years	11.4	$ 7.83
Over $10.00 to $15.00	32.4	$13.77	3.4 years	26.7	$13.72
Over $15.00 to $30.00	25.2	$16.94	4.5 years	12.0	$17.22
Over $30.00 to $60.00	18.2	$33.59	5.5 years	4.9	$32.44
Over $60.00	11.5	$68.38	6.5 years	0.5	$66.48

Employee stock purchase plan

The Company has an employee stock purchase plan whereby, in accordance with Section 423 of the Internal Revenue Code, eligible employees may authorize payroll deductions of up to 10% of their salary to purchase shares of the Company's common stock at the lower of 85% of the fair market value of common stock on the first or last day of the offering period. During the years ended December 31, 2000 and 1998, employees purchased 1.3 million and 1.0 million shares at weighted-average prices of approximately $30.33 and $11.46 per share, respectively. No shares were purchased under the employee stock purchase plan during 1999 because the Company had a 15 month offering period which extended from January 1, 1999 to March 31, 2000. At December 31, 2000, the Company had 16.2 million shares available for future issuance under this plan.

Defined contribution plans

The Company has defined contribution plans covering substantially all employees in the United States and its possessions. Under these plans, the Company makes certain amounts of matching contributions for those employees who elect to contribute to the plans and makes additional contributions based upon the compensation of eligible employees regardless of whether or not the employees contribute to the plans. In addition, the Company has other defined contribution plans covering certain employees of the Company and employees of its foreign affiliates. The Company's expense for its defined contribution plans totaled $42.6 million, $34.3 million and $26.7 million for the years ended December 31, 2000, 1999 and 1998, respectively.

8. Balance sheet accounts

Property, plant and equipment consisted of the following (in millions):

	December 31,	
	2000	1999
Land	$ 120.0	$ 110.1
Buildings and building improvements	901.7	841.4
Manufacturing equipment	287.6	251.8
Laboratory equipment	338.1	306.3
Furniture and office equipment	672.6	577.8
Leasehold improvements	53.7	50.8
Construction in progress	345.5	177.0
	2,719.2	2,315.2
Less accumulated depreciation and amortization	(937.7)	(761.6)
	$1,781.5	$1,553.6

Accrued liabilities consisted of the following (in millions):

	December 31,	
	2000	1999
Employee compensation and benefits	$151.9	$149.1
Income taxes	116.7	87.5
Sales incentives, royalties and allowances	107.6	135.7
Due to affiliated companies and corporate partners	92.8	160.8
Clinical development costs	50.5	35.4
Other	99.7	79.7
	$619.2	$648.2

9. Fair values of financial instruments

The carrying amounts of cash, cash equivalents, marketable securities and marketable equity investments approximated their fair values. Fair values of cash equivalents, marketable securities and marketable equity investments are based on quoted market prices.

The carrying amount of commercial paper approximated its fair value as of December 31, 2000 and 1999. The fair values of long-term debt at December 31, 2000 and 1999 totaled approximately $222.0 million and $216.6 million, respectively. The fair values of commercial paper and long-term debt were estimated based on quoted market rates for instruments with similar terms and remaining maturities.

The fair values of the foreign currency forward contracts and purchased foreign currency option contracts were not significant based on the estimated amounts at which the contracts could be settled taking into account current market exchange rates.

10. Segment information

Enterprise-wide disclosures about revenues by product, revenues and long-lived assets by geographic area and revenues from major customers are presented below.

Revenues

Revenues consisted of the following (in millions):

	Years ended December 31,		
	2000	1999	1998
EPOGEN(R)	$1,962.9	$1,759.1	$1,382.0
NEUPOGEN(R)	1,223.7	1,256.6	1,116.6
Other product sales	15.6	27.1	15.8
Total product sales	3,202.2	3,042.8	2,514.4
Other revenues	427.2	297.3	203.8
Total revenues	$3,629.4	$3,340.1	$2,718.2

Geographic information

The Company sells NEUPOGEN(R) through its foreign affiliates in countries of the European Union, Canada and Australia. Information regarding revenues and long-lived assets (consisting of property, plant and equipment) attributable to the United States and to all foreign countries collectively is stated below. The geographic classification of product sales was based upon the location of the customer. The geographic classification of all other revenues was based upon the domicile of the entity from which the revenues were earned. Information is as follows (in millions):

	Years ended December 31,		
	2000	1999	1998
Revenues:			
United States and possessions	$3,343.0	$3,024.5	$2,441.6
Foreign countries	286.4	315.6	276.6
Total revenues	$3,629.4	$3,340.1	$2,718.2

	December 31,		
	2000	1999	1998
Long-lived assets:			
United States and possessions	$1,706.5	$1,475.7	$1,360.8
Foreign countries	75.0	77.9	89.4
Total long-lived assets	$1,781.5	$1,553.6	$1,450.2

Major customers

Amgen uses wholesale distributors of pharmaceutical products as the principal means of distributing the Company's products to clinics, hospitals and pharmacies. The Company monitors the financial condition of its larger distributors and limits its credit exposure by setting appropriate credit limits and requiring collateral from certain customers. Sales to two large wholesalers accounted for more than 10% of the total revenues for the years ended December 31, 2000, 1999 and 1998. Sales to one wholesaler were $1,233.4 million, $1,078.0 million and $856.2 million for the years ended December 31, 2000, 1999 and 1998, respectively. Sales to another wholesaler were $445.2 million, $438.2 million and $366.5 million for the years ended December 31, 2000, 1999 and 1998, respectively. At December 31, 2000 and 1999, amounts due from four large wholesalers accounted for 51% and 59%, respectively, of gross trade receivables.

11. Business combination

On December 14, 2000, Amgen acquired Kinetix Pharmaceuticals, Inc. ("Kinetix"), a privately held company with expertise in the discovery of small molecules in the field of protein kinase inhibition. Amgen acquired all the outstanding shares of Kinetix common stock in a tax-free exchange for 2.6 million shares of Amgen common stock. The acquisition has been accounted for under the purchase method of accounting, and accordingly, the operating results of Kinetix are included in the accompanying consolidated financial statements starting from December 14, 2000. The acquisition was valued at $172.2 million, including $1.0 million of related acquisition costs and $6.5 million of Amgen restricted common stock issued in exchange for Kinetix restricted common stock held by employees retained from Kinetix. The $6.5 million will be recognized as compensation expense over the vesting period of the restricted common stock. The preliminary assignment of the purchase price among identifiable tangible and intangible assets and liabilities of Kinetix was based upon an analysis of their fair values. The excess of the purchase price over the fair values of assets and liabilities acquired of $103.3 million was allocated to goodwill and will be amortized on a straight-line basis over a 15 year period.

The assets acquired included in-process research and development. The value assigned to this asset was determined by an analysis of data concerning four substantive in-process research projects. The values of these research projects were determined based on analyses of cash flows to be generated by the products that are expected to result from the in-process projects. These cash flows were estimated by forecasting total revenues expected from these products and then deducting appropriate operating expenses, cash flow adjustments and contributory asset returns to establish a forecast of net returns on the in-process technology. These net returns were substantially reduced to take into account the time value of money and the risks associated with the inherent difficulties and uncertainties in developing specific molecules into viable human therapeutics given the stage of development of these projects at the date of the acquisition. Finally, these net returns were multiplied by the estimated percentage completed of each project, based upon analysis of three factors--time, cost and complexity. The above analysis resulted in $30.1 million of value assigned to acquired in-process research and development, which was expensed on the acquisition date in accordance with generally accepted accounting principles. A discounted, risk-adjusted cash flow analysis was also performed to value the technology platform of Kinetix that is expected to generate future molecules that may be developed into human therapeutics. This analysis resulted in valuing the acquired base technology at $36.6 million, which was capitalized and will be amortized on a straight-line basis over a 15 year period. Amgen management believes the assumptions used in valuing these acquired technologies are reasonable, but are inherently uncertain, and no assurance can be given that the assumptions made will occur.

This business combination would not have had a material impact on Amgen's revenues, net income or earnings per share in either 2000 or 1999.

12. Quarterly financial data (unaudited)
(in millions, except per share data)

2000 Quarter Ended	Dec. 31(1)	Sept. 30(2)	June 30	Mar. 31(3)
Product sales	$846.8	$851.0	$806.8	$697.6
Gross margin from product sales	735.3	741.5	705.1	611.9
Net income	210.8	358.9	302.6	266.2
Earnings per share:				
Basic	0.20	0.35	0.29	0.26
Diluted	0.19	0.33	0.28	0.25

1999 Quarter Ended	Dec. 31(4)	Sept. 30(5)	June 30	Mar. 31
Product sales	$847.4	$769.2	$737.9	$688.3
Gross margin from product sales	735.4	670.3	639.1	595.9
Net income	281.6	300.0	267.6	247.2
Earnings per share:				
Basic	0.28	0.29	0.26	0.24
Diluted	0.26	0.28	0.25	0.23

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(1) During the fourth quarter of 2000, the Company recorded an after-tax charge of $30.1 million to write off acquired in-process research and development related to the acquisition of Kinetix Pharmaceuticals, Inc. (see Note 11, "Business combination"). In addition, the Company made a contribution of $25 million to the Amgen Foundation (see Note 4, "Other items, net--Amgen Foundation contribution"). After applicable tax effects, these amounts combined with the legal award discussed in item 2 below had no impact on net income for the year ended December 31, 2000.

(2) During the third quarter of 2000, the Company recorded a net legal award of $73.9 million, which primarily represents an award for certain costs and expenses, including attorney's fees, associated with the spillover arbitration with Johnson & Johnson (see Note 4, "Other items, net--Legal award").

(3) During the first quarter of 2000, sales were adversely impacted by Year 2000-related sales totaling $45 million (see item 4 below). In addition, the Company believes sales were adversely impacted by additional 1999 year-end stockpiling of EPOGEN(R) by dialysis providers and by wholesalers reducing their inventories of NEUPOGEN(R).

(4) Due to Year 2000 contingency planning in the fourth quarter of 1999, the Company offered extended payment terms on limited shipments of EPOGEN(R) and NEUPOGEN(R) to certain wholesalers totaling $45 million. Sales in the first quarter of 2000 were adversely impacted by these Year 2000-related sales (see item 3 above).

(5) During the third quarter of 1999, due to reduced uncertainties, the Company reduced its potential spillover liabilities to Johnson & Johnson by $49 million (see Note 4, "Other items, net--Legal award").

SCHEDULE II

AMGEN INC.

VALUATION ACCOUNTS

Years ended December 31, 2000, 1999 and 1998
(In millions)

	Balance at Beginning of Period	Additions Charged to Costs and Expenses	Deductions	Balance at End of Period
Year ended December 31, 2000:				
Allowance for doubtful accounts....	$26.0	$ 0.1	$4.9	$21.2
Year ended December 31, 1999:				
Allowance for doubtful accounts....	$17.1	$10.1	$1.2	$26.0
Year ended December 31, 1998:				
Allowance for doubtful accounts....	$14.2	$ 3.6	$0.7	$17.1

EXHIBIT 3.4

CERTIFICATE OF DESIGNATIONS

of

SERIES A JUNIOR PARTICIPATING PREFERRED STOCK

of

AMGEN INC.

(Pursuant to Section 151 of the
Delaware General Corporation Law)

_____

Amgen Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (hereinafter called the "Corporation"), hereby certifies that the following resolution was adopted by the Board of Directors of the Corporation as required by Section 151 of the General Corporation Law at a meeting duly called and held on December 12, 2000.

RESOLVED, that pursuant to the authority granted to and vested in the Board of Directors of this Corporation (hereinafter called the "Board of Directors" or the "Board") in accordance with the provisions of the Certificate of Incorporation, the Board of Directors hereby creates a series of Preferred Stock, par value $.0001 per share (the "Preferred Stock"), of the Corporation and hereby states the designation and number of shares, and fixes the relative rights, preferences, and limitations thereof as follows:

Series A Junior Participating Preferred Stock:

Section 1. Designation and Amount. The shares of such series shall be designated as "Series A Junior Participating Preferred Stock" (the "Series A Preferred Stock") and the number of shares constituting the Series A Preferred Stock shall be 687,500. Such number of shares may be increased or decreased by resolution of the Board of Directors; provided, that no decrease shall reduce the number of shares of Series A Preferred Stock to a number less than the number of shares then outstanding plus the number of shares reserved for issuance upon the exercise of outstanding options, rights or warrants or upon the conversion of any outstanding securities issued by the Corporation convertible into Series A Preferred Stock.

Section 2. Dividends and Distributions.

(A) Subject to the rights of the holders of any shares of any series of Preferred Stock (or any similar stock) ranking prior and superior to the Series A Preferred Stock with respect to dividends, the holders of shares of Series A Preferred Stock, in preference to the holders of Common Stock, par value $.0001 per share (the "Common Stock"), of the Corporation, and of any other junior stock, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the first day of March, June, September and December in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Series A Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) $1.00 or (b) subject to the provision for adjustment hereinafter set forth, 4,000 times the aggregate per share amount of all cash dividends, and 4,000 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions, other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), declared on the Common Stock since the immediately preceding Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share of Series A Preferred Stock. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision, combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event under clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Corporation shall declare a dividend or distribution on the Series A Preferred Stock as provided in paragraph (A) of this Section 2 immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); provided that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of $1.00 per share on the Series A Preferred Stock shall nevertheless be payable on such subsequent Quarterly Dividend Payment Date.

(C) Dividends shall begin to accrue and be cumulative on outstanding shares of Series A Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issue of such shares, unless the date of issue of such shares is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares

shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series A Preferred Stock entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Series A Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series A Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be not more than 60 days prior to the date fixed for the payment thereof.

Section 3. Voting Rights. The holders of shares of Series A Preferred
Stock shall have the following voting rights:

(A) Subject to the provision for adjustment hereinafter set forth, each share of Series A Preferred Stock shall entitle the holder thereof to 4,000 votes on all matters submitted to a vote of the stockholders of the Corporation. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision, combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the number of votes per share to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) Except as otherwise provided herein, in any other Certificate of Designations creating a series of Preferred Stock or any similar stock, or by law, the holders of shares of Series A Preferred Stock and the holders of shares of Common Stock and any other capital stock of the Corporation having general voting rights shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(C) Except as set forth herein, or as otherwise provided by law, holders of Series A Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for taking any corporate action.

Section 4. Certain Restrictions.

(A) Whenever quarterly dividends or other dividends or distributions payable on the Series A Preferred Stock as provided in Section 2 are in arrears, thereafter and until all

accrued and unpaid dividends and distributions, whether or not declared, on shares of Series A Preferred Stock outstanding shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends, or make any other distributions, on any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock;

(ii) declare or pay dividends, or make any other distributions, on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock, except dividends paid ratably on the Series A Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock, provided that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series A Preferred Stock; or

(iv) redeem or purchase or otherwise acquire for consideration any shares of Series A Preferred Stock, or any shares of stock ranking on a parity with the Series A Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(B) The Corporation shall not permit any Subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (A) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

Section 5. Reacquired Shares. Any shares of Series A Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock and may be reissued as part of a new series of Preferred Stock subject to the conditions and restrictions on issuance set forth herein, in the Certificate of Incorporation, or in any other Certificate of Designations creating a series of Preferred Stock or any similar stock or as otherwise required by law.

Section 6. Liquidation, Dissolution or Winding Up. Upon any liquidation, dissolution or winding up of the Corporation, no distribution shall be made (1) to the holders of shares of stock

ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock unless, prior thereto, the holders of shares of Series A Preferred Stock shall have received $4,000 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, provided that the holders of shares of Series A Preferred Stock shall be entitled to receive an aggregate amount per share, subject to the provision for adjustment hereinafter set forth, equal to 4,000 times the aggregate amount to be distributed per share to holders of shares of Common Stock, or (2) to the holders of shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock, except distributions made ratably on the Series A Preferred Stock and all such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision, combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the aggregate amount to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event under the proviso in clause (1) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that are outstanding immediately prior to such event.

Section 7. Consolidation, Merger, etc. In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case each share of Series A Preferred Stock shall at the same time be similarly exchanged or changed into an amount per share, subject to the provision for adjustment hereinafter set forth, equal to 4,000 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision, combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Series A Preferred Stock shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. No Redemption. The shares of Series A Preferred Stock shall not be redeemable.

Section 9. Rank. The Series A Preferred Stock shall rank, with respect to the payment of dividends and the distribution of assets, junior to all series of any other class of the Corporation's Preferred Stock, except to the extent that any such other series specifically provides that it shall rank on a parity with or junior to the Series A Preferred Stock.

Section 10. Amendment. The Certificate of Incorporation of the Corporation shall not be amended in any manner which would materially alter or change the powers, preferences or special rights of the Series A Preferred Stock so as to affect them adversely without the affirmative vote of the holders of at least two-thirds of the outstanding shares of Series A Preferred Stock, voting together as a single class.

IN WITNESS WHEREOF, this Certificate of Designations is executed on behalf of the Corporation by its Senior Vice President, Finance and Corporate Development, and Chief Financial Officer and attested by its Secretary this 13th day of December, 2000.

/s/ Kathryn E. Falberg

Senior Vice President, Finance and
Corporate Development, and Chief Financial Officer

Attest:

/s/ Steve M. Odre
- ---
Secretary

EXHIBIT 10.1

AMGEN INC.

AMENDED AND RESTATED 1991 EQUITY INCENTIVE PLAN

1. PURPOSE.

(a) The purpose of the Amended and Restated 1991 Equity Incentive Plan as amended and restated in February 1999 (the "Plan") is to provide a means by which employees or directors of and consultants to Amgen Inc., a Delaware corporation (the "Company"), and its Affiliates, as defined in paragraph 1(b), directly, or indirectly through Trusts, may be given an opportunity to benefit from increases in value of the stock of the Company through the granting of (i) incentive stock options, (ii) nonqualified stock options, (iii) stock bonuses, and (iv) rights to purchase restricted stock, all as defined below. For purposes of the incentive stock option rules of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), the Plan is a new plan.

(b) The word "Affiliate" as used in the Plan means any parent corporation or subsidiary corporation of the Company, as those terms are defined in Sections 424(e) and (f), respectively, of the Code.

(c) The Company, by means of the Plan, seeks to retain the services of persons now employed by or serving as directors or consultants to the Company, to secure and retain the services of persons capable of filling such positions, and to provide incentives for such persons to exert maximum efforts for the success of the Company.

(d) The Company intends that the rights issued under the Plan ("Stock Awards") shall, in the discretion of the Board of Directors of the Company (the "Board") or any committee to which responsibility for administration of the Plan has been delegated pursuant to paragraph 2(c), be either (i) stock options granted pursuant to Sections 5 or 6 hereof, including incentive stock options as that term is used in Section 422 of the Code ("Incentive Stock Options"), or options which do not qualify as Incentive Stock Options ("Nonqualified Stock Options") (together hereinafter referred to as "Options"), or (ii) stock bonuses or rights to purchase restricted stock granted pursuant to Section 7 hereof.

(e) The word "Trust" as used in the Plan shall mean a trust created for the benefit of the employee, director or consultant, his or her spouse, or members of their immediate family. The word optionee shall mean the person to whom the option is granted or the employee, director or consultant for whose benefit the option is granted to a Trust, as the context shall require.

2. ADMINISTRATION.

(a) The Plan shall be administered by the Board unless and until the Board delegates administration to a committee, as provided in paragraph 2(c).

(b) The Board shall have the power, subject to, and within the limitations of, the express provisions of the Plan:

(1) To determine from time to time which of the persons eligible under the Plan shall be granted Stock Awards; when and how Stock Awards shall be granted; whether a Stock Award will be an Incentive Stock Option, a Nonqualified Stock Option, a stock bonus, a right to purchase restricted stock, or a combination of the foregoing; the provisions of each Stock Award granted (which need not be identical), including the time or times when a person shall be permitted to purchase or receive stock pursuant to a Stock Award; and the number of shares with respect to which Stock Awards shall be granted to each such person.

(2) To construe and interpret the Plan and Stock Awards granted under it, and to establish, amend and revoke rules and regulations for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan or in any Stock Award, in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective.

(3) To amend the Plan as provided in Section 14.

(4) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company.

(c) The Board may delegate administration of the Plan to a committee composed of not fewer than two (2) members of the Board (the "Committee"). One or more of these members may be non-employee directors and outside directors, if required and as defined by the provisions of paragraphs 2(d) and 2(e). If administration is delegated to a Committee, the Committee shall have, in connection with the administration of the Plan, the powers theretofore possessed by the Board (except amendment of Section 6 or the options granted thereunder shall only be by action taken by the Board or a committee of one or more members of the Board to which such authority has been specifically delegated by the Board), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. Notwithstanding anything else in this paragraph 2(c) to the contrary, at any time the Board or the Committee may delegate to a committee of one or more members of the Board the authority to grant or amend options to all employees, directors or consultants or any portion or class thereof.

(d) The term "non-employee director" shall mean a member of the Board who (i) is not currently an officer of the Company or a parent or subsidiary of the Company (as defined in Rule 16a-1(f) promulgated by the Securities and Exchange Commission under

Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) or an employee of the Company or a parent or subsidiary of the Company; (ii) does not receive compensation from the Company or a parent or subsidiary of the Company for services rendered in any capacity other than as a member of the Board (including a consultant) in an amount required to be disclosed to the Company's stockholders under Rule 404 of Regulation S-K promulgated by the Securities and Exchange Commission ("Rule 404"); (iii) does not possess an interest in any other transaction required to be disclosed under Rule 404; or (iv) is not engaged in a business relationship required to be disclosed under Rule 404, as all of these provisions are interpreted by the Securities and Exchange Commission under Rule 16b-3 promulgated under the Exchange Act.

(e) The term "outside director," as used in this Plan, shall mean an administrator of the Plan, whether a member of the Board or of any Committee to which responsibility for administration of the Plan has been delegated pursuant to paragraph 2(c), who is considered to be an "outside director" in accordance with the rules, regulations or interpretations of Section 162(m) of the Code.

(f) Any requirement that an administrator of the Plan be a "non-employee director" or "outside director" shall not apply if the Board or the Committee expressly declares that such requirement shall not apply.

3. SHARES SUBJECT TO THE PLAN.

(a) Subject to the provisions of Section 11 relating to adjustments upon changes in stock, the stock that may be issued pursuant to Stock Awards granted under the Plan shall not exceed in the aggregate One Hundred Ninety-Two Million (192,000,000) shares of the Company's $.0001 par value common stock (the "Common Stock"). If any Stock Award granted under the Plan shall for any reason expire or otherwise terminate without having been exercised in full, the Common Stock not purchased under such Stock Award shall again become available for the Plan. Shares repurchased by the Company pursuant to any repurchase rights reserved by the Company pursuant to the Plan shall not be available for subsequent issuance under the Plan.

(b) The Common Stock subject to the Plan may be unissued shares or reacquired shares, bought on the market or otherwise.

(c) An Incentive Stock Option may be granted to an eligible person under the Plan only if the aggregate fair market value (determined at the time the Incentive Stock Option is granted) of the Common Stock with respect to which incentive stock options (as defined by the Code) are exercisable for the first time by such optionee during any calendar year under all such plans of the Company and its Affiliates does not exceed one hundred thousand dollars

($100,000). If it is determined that an entire Option or any portion thereof does not qualify for treatment as an Incentive Stock Option by reason of exceeding such maximum, such Option or the applicable portion shall be considered a Nonqualified Stock Option.

4. ELIGIBILITY.

(a) Incentive Stock Options may be granted only to employees (including officers) of the Company or its Affiliates. A director of the Company shall not be eligible to receive Incentive Stock Options unless such director is also an employee of the Company or any Affiliate. Stock Awards other than Incentive Stock Options may be granted to employees (including officers) or directors of or consultants to the Company or any Affiliate or to Trusts of any such employee, director or consultant.

(b) A director shall in no event be eligible for the benefits of the Plan (other than from a Director NQSO under Section 6 of the Plan) unless and until such director is expressly declared eligible to participate in the Plan by action of the Board or the Committee, and only if, at any time discretion is exercised by the Board or the Committee in the selection of a director as a person to whom Stock Awards may be granted, or in the determination of the number of shares which may be covered by Stock Awards granted to a director, the Plan complies with the requirements of Rule 16b-3 promulgated under the Exchange Act, as from time to time in effect. The Board shall otherwise comply with the requirements of Rule 16b-3 promulgated under the Exchange Act, as from time to time in effect. Notwithstanding the foregoing, the restrictions set forth in this paragraph 4(b) shall not apply if the Board or Committee expressly declares that such restrictions shall not apply.

(c) No person shall be eligible for the grant of an Incentive Stock Option under the Plan if, at the time of grant, such person owns (or is deemed to own pursuant to Section 424(d) of the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or of any of its Affiliates unless the exercise price of such Incentive Stock Option is at least one hundred and ten percent (110%) of the fair market value of the Common Stock at the date of grant and the Incentive Stock Option is not exercisable after the expiration of five (5) years from the date of grant.

(d) Stock Awards shall be limited to a maximum of 2,000,000 shares of Common Stock per person per calendar year.

5. TERMS OF DISCRETIONARY STOCK OPTIONS.

An option granted pursuant to this Section 5 (a "Discretionary Stock Option") shall be in such form and shall contain such terms and conditions as the Board or the Committee shall deem appropriate. 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:

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

(b) The exercise price of each Incentive Stock Option and each Nonqualified Stock 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.

(c) 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 or the Committee, 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 the period required to avoid a charge to the Company's reported earnings and valued at the fair market value on the date of exercise, (B) according to a deferred payment or other arrangement with the person to whom the Option is granted or to whom the Option is transferred pursuant to paragraph 5(d), or (C) in any other form of legal consideration that may be acceptable to the Board or the Committee in their 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.

In the case of any deferred payment arrangement, interest shall be payable at least annually and shall be charged at not less than the minimum rate of interest necessary to avoid the treatment as interest, under any applicable provisions of the Code, of any amounts other than amounts stated to be interest under the deferred payment arrangement.

(d) An Option granted to a natural person shall be exercisable during the lifetime of such person only by such person, provided that such person during such person's lifetime may designate a Trust to be such person's beneficiary with respect to any Incentive Stock Options granted after February 25, 1992 and with respect to any Nonqualified Stock Options, and such beneficiary shall, after the death of the person to whom the Option was granted, have all the rights that such person has while living, including the right to exercise the Option. In the absence of such designation, after the death of the person to whom the Option is granted, the Option shall be exercisable by the person or persons to whom the optionee's rights under such Option pass by will or by the laws of descent and distribution.

(e) The total number of shares of Common Stock subject to an Option may, but need not, be allotted in periodic installments (which may, but need not, be equal). From

time to time during each of such installment periods, the Option may become exercisable ("vest") with respect to some or all of the shares allotted to that period, and may be exercised with respect to some or all of the shares allotted to such period and/or any prior period as to which the Option was not fully exercised. During the remainder of the term of the Option (if its term extends beyond the end of the installment periods), the Option may be exercised from time to time with respect to any shares then remaining subject to the Option. The provisions of this paragraph 5(e) are subject to any Option provisions governing the minimum number of shares as to which an Option may be exercised.

(f) The Company may require any optionee, or any person to whom an Option is transferred under paragraph 5(d), 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 of 1933, as amended (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.

(g) An Option shall terminate three (3) months after termination of the optionee's employment or relationship as a consultant or director with the Company or an Affiliate, unless: (i) such termination is due to the optionee's permanent and total disability, within the meaning of Section 422(c)(6) of the Code and with such permanent and total disability being certified by the Social Security Administration prior to such termination, in which case the Option may, but need not, provide that it may be exercised at any time within one (1) year following such termination of employment or relationship as a consultant or director; (ii) the optionee dies while in the employ of or while serving as a consultant or director to the Company or an Affiliate, or within not more than three (3) months after termination of such employment or relationship as a consultant or director, in which case the Option may, but need not, provide that it may be exercised at any time within eighteen (18) months following the death of the optionee by the person or persons to whom the optionee's rights under such Option pass by will or by the laws of descent and distribution; or (iii) the Option by its term specifies

either (A) that it shall terminate sooner than three (3) months after termination of the optionee's employment or relationship as a consultant or director with the Company or an Affiliate; or (B) that it may be exercised more than three (3) months after termination of the optionee's employment or relationship as a consultant or director with the Company or an Affiliate. This paragraph 5(g) shall not be construed to extend the term of any Option or to permit anyone to exercise the Option after expiration of its term, nor shall it be construed to increase the number of shares as to which any Option is exercisable from the amount exercisable on the date of termination of the optionee's employment or relationship as a consultant or director.

(h) The Option may, but need not, include a provision whereby the optionee may elect at any time during the term of the optionee's employment or relationship as a consultant or director with the Company or any Affiliate to exercise the Option as to any part or all of the shares subject to the Option prior to the stated vesting dates of the Option. Any shares so purchased from any unvested installment or Option may be subject to a repurchase right in favor of the Company or to any other restriction the Board or the Committee determines to be appropriate.

(i) To the extent provided by the terms of an Option, each optionee may satisfy any federal, state or local tax withholding obligation relating to the exercise of such Option by any of the following means or by a combination of such means: (i) tendering a cash payment; (ii) authorizing the Company to withhold from the shares of the Common Stock otherwise issuable to the optionee as a result of the exercise of the Option a number of shares having a fair market value less than or equal to the amount of the Company's required minimum statutory withholding; or (iii) delivering to the Company owned and unencumbered shares of the Common Stock having a fair market value less than or equal to the amount of the Company's required minimum statutory withholding.

(j) Without in any way limiting the authority of the Board or Committee to make or not to make grants of Discretionary Stock Options under this Section 5, the Board or Committee shall have the authority (but not an obligation) to include as part of any Option agreement a provision entitling the optionee to a further Option (a "Re-Load Option") in the event the optionee exercises the Option evidenced by the Option agreement, in whole or in part, by surrendering other shares of Common Stock in accordance with this Plan and the terms and conditions of the Option agreement. Any such Re-Load Option (i) shall be for a number of shares equal to the number of shares surrendered as part or all of the exercise price of such Option; (ii) shall have an expiration date which is the same as the expiration date of the Option the exercise of which gave rise to such Re-Load Option; and (iii) shall have an exercise price which is equal to one hundred percent (100%) of the fair market value of the Common Stock subject to the Re-Load Option on the date of exercise of the original Option or, in the case of a

Re-Load Option which is an Incentive Stock Option and which is granted to a 10% stockholder (as defined in paragraph 4(c)), shall have an exercise price which is equal to one hundred and ten percent (110%) of the fair market value of the Common Stock subject to the Re-Load Option on the date of exercise of the original Option.

Any such Re-Load Option may be an Incentive Stock Option or a Nonqualified Stock Option, as the Board or Committee may designate at the time of the grant of the original Option, provided, however, that the designation of any Re-Load Option as an Incentive Stock Option shall be subject to the one hundred thousand dollars ($100,000) annual limitation on exercisability of Incentive Stock Options described in paragraph 3(c) of the Plan and in Section 422(d) of the Code. There shall be no Re-Load Option on a Re-Load Option. Any such Re-Load Option shall be subject to the availability of sufficient shares under paragraph 3(a) and shall be subject to such other terms and conditions as the Board or Committee may determine.

6. TERMS OF NON-DISCRETIONARY OPTIONS

(a) On January 27 of each year, each person who is at that time an Eligible Director of the Company, (as defined in paragraph 6(k)), shall automatically be granted under the Plan, without further action by the Company, the Board, or the Company's stockholders, a Nonqualified Stock Option (a "Director NQSO") to purchase sixteen thousand (16,000) shares of Common Stock on the terms and conditions set forth herein. An Eligible Director may designate that such Director NQSO be granted in the name of a Trust instead of in the name of such Eligible Director. The Director NQSO shall be on the terms and conditions set forth herein and 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.

(b) Each person who becomes an Eligible Director, shall, upon the date such person first becomes an Eligible Director, automatically be granted under the Plan, without further action by the Company, the Board, or the Company's stockholders, a Director NQSO to purchase sixty thousand (60,000) shares of Common Stock on the terms and conditions set forth herein. An Eligible Director may designate that such Director NQSO be granted in the name of a Trust instead of in the name of such Eligible Director. The Director NQSO shall be on the terms and conditions set forth herein and 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.

(c) Each Director NQSO granted pursuant to this Section 6 (or any Director Re-Load Option granted pursuant to paragraph 6(j)) shall be in such form and shall contain such terms and conditions as the Board or the Committee shall deem appropriate. The provisions of separate Director NQSO's need not be identical, but each

Director NQSO shall include (through incorporation of provisions hereof by reference in the Director NQSO or otherwise) the substance of each of the following provisions as set forth in paragraphs 6(d) through 6(j), inclusive.

(d) The term of each Director NQSO shall be ten (10) years from the date it was granted.

(e) The exercise price of each Director NQSO shall be one hundred percent (100%) of the fair market value of the Common Stock subject to such Director NQSO on the date such Director NQSO is granted.

(f) The purchase price of Common Stock acquired pursuant to a Director NQSO shall be paid, to the extent permitted by applicable statutes and regulations, either (i) in cash at the time the Director NQSO is exercised; (ii) by delivery to the Company of shares of Common Stock that have been held for the period required to avoid a charge to the Company's reported earnings and valued at their fair market value on the date of exercise; or (iii) 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 instructions to pay the aggregate exercise price to the Company from the sales proceeds before Common Stock is issued.

(g) A Director NQSO shall be exercisable during the lifetime of the Eligible Director with respect to whom it was granted only by the person to whom it was granted (whether the Eligible Director or a Trust), provided that such person during the Eligible Director's lifetime may designate a Trust to be a beneficiary with respect to the Director NQSO, and such beneficiary shall, after the death of the Eligible Director to whom the Director NQSO was granted, have all of the rights designated for such beneficiary. In the absence of such designation, after the death of the Eligible Director with respect to whom the Director NQSO was granted, if such Director NQSO was granted to the Eligible Director, the Director NQSO shall be exercisable by the person or persons to whom the optionee's rights under such option pass by will or by the laws of descent and distribution.

(h) A Director NQSO shall not vest with respect to an Eligible Director, or the affiliate of such Eligible Director, as the case may be, (i) unless the Eligible Director, has, at the date of grant, provided three (3) years of prior continuous service as an Eligible Director, or (ii) until the date upon which such Eligible Director has provided one year of continuous service as an Eligible Director following the date of grant of such Director NQSO, whereupon such Director NQSO shall become fully vested and exercisable in accordance with its terms.

(i) The Company may require any optionee under this Section 6, or any person to whom a Director NQSO is transferred under paragraph 6(g), 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 Director NQSO; and (ii) to give written assurances satisfactory to the Company stating that such person is acquiring the Common Stock subject to the Director NQSO for such person's own account and not with any present intention of selling or otherwise distributing the stock. These requirements, and any assurances given pursuant to such requirements, shall be inoperative if (i) the issuance of the shares upon the exercise of the Director NQSO has been registered under a then currently effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), or (ii), 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 laws.

(j) Subject to the last sentence of this paragraph 6(j), each Director NQSO shall include a provision entitling the optionee to a further Nonqualified Stock Option (a "Director Re-Load Option") in the event the optionee exercises the Director NQSO evidenced by the Director NQSO grant, in whole or in part, by surrendering other shares of Common Stock in accordance with the Plan and the terms of the Director NQSO grant. Any such Director Re-Load Option (i) shall be for a number of shares equal to the number of shares surrendered as part or all of the exercise price of the original Director NQSO; (ii) shall have an expiration date which is the same as the expiration date of the original Director NQSO; and (iii) shall have an exercise price which is equal to one hundred percent (100%) of the fair market value of the Common Stock subject to the Director Re-Load Option on the date of exercise of the original Director NQSO. Any such Director Re-Load Option shall be subject to the availability of sufficient shares under paragraph 3(a). There shall be no Director Re-Load Option on a Director Re-Load Option. Notwithstanding anything else in the Plan to the contrary, this paragraph 6(j) shall be of no force and effect from and after June 23, 1998.

(k) For purposes of this Section 6, the term "Eligible Director" shall mean a member of the Board who is not an employee of the Company or any Affiliate, and the term "affiliate" shall mean a person that directly or indirectly controls, is controlled by, or is under common control with, the Eligible Director.

7. TERMS OF STOCK BONUSES AND PURCHASES OF RESTRICTED STOCK.

Each stock bonus or restricted stock purchase agreement shall be in such form and shall contain such terms and conditions as the Board or the Committee shall deem appropriate. The terms and conditions of stock bonus or restricted stock purchase agreements

may change from time to time, and the terms and conditions of separate agreements need not be identical, but each stock bonus or restricted stock purchase agreement shall include (through incorporation of provisions hereof by reference in the agreement or otherwise) the substance of each of the following provisions as appropriate:

(a) The purchase price under each stock purchase agreement shall be such amount as the Board or Committee shall determine and designate in such agreement. Notwithstanding the foregoing, the Board or the Committee may determine that eligible participants in the Plan may be awarded stock pursuant to a stock bonus agreement in consideration for past services actually rendered to the Company or for its benefit.

(b) No rights under a stock bonus or restricted stock purchase agreement shall be assignable by any participant under the Plan, either voluntarily or by operation of law, except where such assignment is required by law or expressly authorized by the terms of the applicable stock bonus or restricted stock purchase agreement.

(c) The purchase price of stock acquired pursuant to a stock purchase agreement shall be paid either: (i) in cash at the time of purchase; (ii) at the discretion of the Board or the Committee, according to a deferred payment or other arrangement with the person to whom the Common Stock is sold; or (iii) in any other form of legal consideration that may be acceptable to the Board or the Committee in their 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 of the Company from the sales proceeds before Common Stock is issued. Notwithstanding the foregoing, the Board or the Committee to which administration of the Plan has been delegated may award Common Stock pursuant to a stock bonus agreement in consideration for past services actually rendered to the Company or for its benefit.

(d) Shares of Common Stock sold or awarded under the Plan may, but need not, be subject to a repurchase option in favor of the Company in accordance with a vesting schedule to be determined by the Board or the Committee.

(e) In the event a person ceases to be an employee of or ceases to serve as a director or consultant to the Company or an Affiliate, the Company may repurchase or otherwise reacquire any or all of the shares of Common Stock held by that person which have not vested as of the date of termination under the terms of the stock bonus or restricted stock purchase agreement between the Company and such person.

8. COVENANTS OF THE COMPANY.

(a) During the terms of the Stock Awards granted under the Plan, the

Company shall keep available at all times the number of shares of Common Stock required to satisfy such Stock Awards up to the number of shares of Common Stock authorized under the Plan.

(b) The Company shall seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to issue and sell shares of Common Stock under the Stock Awards granted under the Plan; provided, however, that this undertaking shall not require the Company to register under the Securities Act either the Plan, any Stock Award granted under the Plan or any Common Stock issued or issuable pursuant to any such Stock Award. If, after reasonable efforts, the Company is unable to obtain from any such regulatory commission or agency the authority that counsel for the Company deems necessary for the lawful issuance and sale of Common Stock under the Plan, the Company shall be relieved from any liability for failure to issue and sell Common Stock upon exercise of such Stock Awards unless and until such authority is obtained.

9. USE OF PROCEEDS FROM COMMON STOCK.

Proceeds from the sale of Common Stock pursuant to Stock Awards granted under the Plan shall constitute general funds of the Company.

10. MISCELLANEOUS.

(a) The Board or Committee shall have the power to accelerate the time during which a Stock Award may be exercised or the time during which a Stock Award or any part thereof will vest, notwithstanding the provisions in the Stock Award stating the time during which it may be exercised or the time during which it will vest. Each Discretionary Stock Option providing for vesting pursuant to paragraph 5(e) shall also provide that if the employee's employment or a director's or consultant's affiliation with the Company is terminated by reason of death or disability (within the meaning of Title II or XVI of the Social Security Act and with such permanent and total disability certified by the Social Security Administration prior to such termination), then the vesting schedule of Discretionary Stock Options granted to such employee, director or consultant or to the Trusts of such employee, director or consultant shall be accelerated by twelve months for each full year the employee has been employed by or the director or consultant has been affiliated with the Company. Discretionary Stock Options granted under the Plan that are outstanding on February 25, 1992, shall be amended to include the accelerated vesting upon death provided for in the preceding sentence of this paragraph 10(a) and Discretionary Stock Options granted under the Plan that are outstanding on June 18, 1996, shall be amended to include the accelerated vesting upon disability provided for in the preceding sentence of this paragraph 10(a).

(b) Neither an optionee nor any person to whom an Option is transferred under the provisions of the Plan shall be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares subject to such Option unless and until such person has satisfied all requirements for exercise of the Option pursuant to its terms.

(c) Nothing in the Plan or any instrument executed or Stock Award granted pursuant thereto shall confer upon any eligible employee, consultant, director, optionee or holder of Stock Awards under the Plan any right to continue in the employ of the Company or any Affiliate or to continue acting as a consultant or director or shall affect the right of the Company or any Affiliate to terminate the employment or consulting relationship or directorship of any eligible employee, consultant, director, optionee or holder of Stock Awards under the Plan with or without cause. In the event that a holder of Stock Awards under the Plan is permitted or otherwise entitled to take a leave of absence, the Company shall have the unilateral right to (i) determine whether such leave of absence will be treated as a termination of employment or relationship as consultant or director for purposes hereof, and (ii) suspend or otherwise delay the time or times at which exercisability or vesting would otherwise occur with respect to any outstanding Stock Awards under the Plan.

11. ADJUSTMENTS UPON CHANGES IN COMMON STOCK.

If any change is made in the Common Stock subject to the Plan, or subject to any Stock Award granted under the Plan (through merger, consolidation, reorganization, recapitalization, stock dividend, dividend in property other than cash, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or other transaction not involving the receipt of consideration by the Company), the Plan and outstanding Stock Awards will be appropriately adjusted in the class(es) and maximum number of shares subject to the Plan, the maximum number of shares which may be granted to a participant in a calendar year, the class(es) and number of shares and price per share of stock subject to outstanding Stock Awards, and the number of shares of Common Stock to be granted as provided for in paragraphs 6(a) and 6(b). Such adjustment shall be made by the Board or the Committee, the determination of which shall be final, binding and conclusive. (The conversion of any convertible securities of the Company shall not be treated as a "transaction not involving the receipt of consideration".)

12. CHANGE OF CONTROL.

(a) Notwithstanding anything to the contrary in this Plan, in the event of a Change in Control (as hereinafter defined), then, to the extent permitted by applicable law: (i) the time during which Stock Awards become vested shall automatically be accelerated so that the unvested portions of all Stock Awards shall be vested prior to the Change in Control and (ii) the time during which the Options may be exercised shall automatically be accelerated to prior to the Change in Control. Upon and following the acceleration of the vesting and exercise periods, at the election of the holder of the Stock Award, the Stock Award may be: (x) exercised (with respect to Options) or, if the surviving or acquiring corporation agrees to assume the Stock Awards or substitute similar stock awards, (y) assumed; or (z) replaced with substitute stock awards. Options not exercised, substituted or assumed prior to or upon the Change in Control shall be terminated.

(b) For purposes of the Plan, a "Change of Control" shall be deemed to have occurred at any of the following times:

(i) upon 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 its affiliates, or any employee benefit plan of the Company or 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) at the time 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) immediately prior to 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) the occurrence of any other event which the Incumbent Board in its sole discretion determines constitutes a Change of Control.

13. QUALIFIED DOMESTIC RELATIONS ORDERS

(a) Anything in the Plan to the contrary notwithstanding, rights under Stock Awards may be assigned to an Alternate Payee to the extent that a QDRO so provides. (The terms "Alternate Payee" and "QDRO" are defined in paragraph 13(c) below.) The assignment of a Stock Award to an Alternate Payee pursuant to a QDRO shall not be treated as having caused a new grant. The transfer of an Incentive Stock Option to an Alternate Payee may, however, cause it to fail to qualify as an Incentive Stock Option. If a Stock Award is assigned to an Alternate Payee, the Alternate Payee generally has the same rights as the grantee under the terms of the Plan; provided however, that (i) the Stock Award shall be subject to the same vesting terms and exercise period as if the Stock Award were still held by the grantee, (ii) an Alternate Payee may not transfer a Stock Award and (iii) an Alternate Payee is ineligible for Re-Load Options described at paragraph 5(j) or Director Re-Load Options described at paragraph 6(j).

(b) In the event of the Plan administrator's receipt of a domestic relations order or other notice of adverse claim by an Alternate Payee of a grantee of a Stock Award, transfer of the proceeds of the exercise of such Stock 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 grantee and Alternate Payee. A grantee's ability to exercise a Stock Award may be barred if the Plan administrator receives a court order directing the Plan administrator not to permit exercise.

(c) The word "QDRO" as used in the Plan shall mean a court order (i) that creates or recognizes the right of the spouse, former spouse or child (an "Alternate Payee") of an individual who is granted a Stock Award to an interest in such Stock Award relating to marital property rights or support obligations and (ii) that the administrator of the Plan 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 Plan is not a plan described in section 3(3) of ERISA.

14. AMENDMENT OF THE PLAN.

(a) The Board at any time, and from time to time, may amend the Plan. However, except as provided in Section 10 relating to adjustments upon changes in the Common Stock, no amendment shall be effective unless approved by the stockholders of the Company within twelve (12) months before or after the adoption of the amendment, where the amendment will:

(i) increase the number of shares reserved for Stock Awards under the Plan;

(ii) modify the requirements as to eligibility for participation in the Plan (to the extent such modification requires stockholder approval in order for the Plan to satisfy the requirements of Section 422(b) of the Code); or

(iii) modify the Plan in any other way if such modification requires stockholder approval in order for the Plan to satisfy the requirements of Section 422(b) of the Code.

(b) The Board may in its sole discretion submit any other amendment to the Plan for stockholder approval, including, but not limited to, amendments to the Plan intended to satisfy the requirements of Section 162(m) of the Code and the regulations promulgated thereunder regarding the exclusion of performance-based compensation from the limit on corporate deductibility of compensation to certain executive officers.

(c) It is expressly contemplated that the Board may amend the Plan in any respect the Board deems necessary or advisable to provide optionees with the maximum benefits provided or to be provided under the provisions of the Code and the regulations promulgated thereunder relating to employee Incentive Stock Options and/or to bring the Plan and/or Options granted under it into compliance therewith.

(d) Rights and obligations under any Stock Award granted before amendment of the Plan shall not be impaired by any amendment of the Plan, unless: (i) the Company requests the consent of the person to whom the Stock Award was granted; and (ii) such person consents in writing.

15. TERMINATION OR SUSPENSION OF THE PLAN.

(a) The Board may suspend or terminate the Plan at any time. No Stock Awards may be granted under the Plan while the Plan is suspended or after it is terminated. No Incentive Stock Options may be granted under the Plan after February 22, 2009.

(b) Rights and obligations under any Stock Awards granted while the Plan is in effect shall not be impaired by suspension or termination of the Plan, except with the consent of the person to whom the Stock Award was granted.

16. EFFECTIVE DATE OF PLAN.

The Plan shall become effective as determined by the Board.

EXHIBIT 10.2

AMGEN INC.

AMENDED AND RESTATED 1997 SPECIAL NON-OFFICER EQUITY INCENTIVE PLAN

1. PURPOSE.

(a) The purpose of the 1997 Special Non-Officer Equity Incentive Plan (the "Plan") is to provide a means by which non-Officer employees of and consultants to Amgen Inc., a Delaware corporation (the "Company"), and employees of and consultants to the Company's Affiliates, as defined in paragraph 1(b), directly, or indirectly through Trusts, may be given an opportunity to benefit from increases in value of the stock of the Company through the granting of (i) stock options, (ii) stock bonuses, and (iii) rights to purchase restricted stock, all as defined below.

(b) The word "Affiliate" as used in the Plan means any parent corporation or subsidiary corporation of the Company, as those terms are defined in Sections 424(e) and (f), respectively, of the Internal Revenue Code of 1986, as amended (the "Code").

(c) The Company, by means of the Plan, seeks to retain the services of non-Officer employees of the Company and persons serving as consultants to the Company, to secure and retain the services of persons capable of filling such positions, and to provide incentives for such persons to exert maximum efforts for the success of the Company.

(d) The Company intends that the rights issued under the Plan ("Stock Awards") shall, in the discretion of the Board of Directors of the Company (the "Board") or any committee to which responsibility for administration of the Plan has been delegated pursuant to paragraph 2(c), be either (i) stock options granted pursuant to Section 5 hereof, which option shall not qualify as incentive stock options as that term is used in Section 422 of the Code ("Options") or (ii) stock bonuses or rights to purchase restricted stock granted pursuant to Section 6 hereof.

(e) The word "Trust" as used in the Plan shall mean a trust created for the benefit of the employee or consultant, his or her spouse, or members of their immediate family. The word optionee shall mean the person to whom the option is granted or the employee or consultant for whose benefit the option is granted to a Trust, as the context shall require.

2. ADMINISTRATION.

(a) The Plan shall be administered by the Board unless and until the Board delegates administration to a committee, as provided in paragraph 2(c).

(b) The Board shall have the power, subject to, and within the limitations of, the express provisions of the Plan:

(1) To determine from time to time which of the persons eligible under the Plan shall be granted Stock Awards; when and how Stock Awards shall be granted; whether a Stock Award will be an Option, a stock bonus, a right to purchase restricted stock, or a combination of the foregoing; the provisions of each Stock Award granted (which need not be identical), including the time or times when a person shall be permitted to purchase or receive stock pursuant to a Stock Award; and the number of shares with respect to which Stock Awards shall be granted to each such person.

(2) To construe and interpret the Plan and Stock Awards granted under it, and to establish, amend and revoke rules and regulations for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan or in any Stock Award, in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective.

(3) To amend the Plan as provided in Section 13.

(4) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company.

(c) The Board may delegate administration of the Plan to a committee composed of not fewer than two (2) members of the Board (the "Committee") which members may be non-employee directors and outside directors. If administration is delegated to a Committee, the Committee shall have, in connection with the administration of the Plan, the powers theretofore possessed by the Board, subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. Notwithstanding anything else in this paragraph 2(c) to the contrary, at any time the Board or the Committee may delegate to a committee of one or more members of the Board the authority to grant or amend options to all employees or consultants or any portion or class thereof.

(d) The term "non-employee director" shall mean a member of the Board who (i) is not currently an officer of the Company or a parent or subsidiary of the Company (as defined in Rule 16a-1(f) promulgated by the Securities and Exchange Commission under Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) or an employee of the Company or a parent or subsidiary of the Company; (ii) does not receive compensation from the Company or a parent or subsidiary of the Company for services rendered in any capacity other than as a member of the Board (including a consultant) in an amount required to be disclosed to the Company's stockholders under Rule 404 of Regulation S-K promulgated by the Securities and Exchange Commission ("Rule 404"); (iii) does not possess an interest in any other transaction required to be disclosed under Rule 404; or (iv) is not engaged in a business relationship required to be disclosed under Rule 404, as all of these provisions are interpreted by the Securities and Exchange Commission under Rule 16b-3 promulgated under the Exchange Act.

(e) The term "outside director," as used in this Plan, shall mean an administrator of the Plan, whether a member of the Board or of any Committee to which responsibility for administration of the Plan has been delegated pursuant to paragraph 2(c), who is considered to be an "outside director" in accordance with the rules, regulations or interpretations of Section 162(m) of the Code.

3. SHARES SUBJECT TO THE PLAN.

(a) Subject to the provisions of Section 10 relating to adjustments upon changes in stock, the stock that may be issued pursuant to Stock Awards granted under the Plan shall not exceed in the aggregate Eighty-Nine Million (89,000,000) shares of the Company's $.0001 par value common stock (the "Common Stock"). If any Stock Award granted under the Plan shall for any reason expire or otherwise terminate without having been exercised in full, the Common Stock not purchased under such Stock Award shall again become available for the Plan. Shares repurchased by the Company pursuant to any repurchase rights reserved by the Company pursuant to the Plan shall not be available for subsequent issuance under the Plan.

(b) The Common Stock subject to the Plan may be unissued shares or reacquired shares, bought on the market or otherwise.

4. ELIGIBILITY.

(a) Stock Awards may be granted to non-Officer employees of the Company, or employees of any Affiliate, or consultants to the Company or any Affiliate, or to Trusts of any such employee or consultant. Notwithstanding any other provisions in this Plan to the contrary, Officers of the Company shall not be eligible to receive Stock Awards. The term "Officer" shall include any natural person who is elected as a corporate officer of the Company by the Board.

(b) Stock Awards shall be limited to a maximum of 2,000,000 shares of Common Stock per person per calendar year.

5. TERMS OF OPTIONS.

An Option granted pursuant to this Section 5 shall be in such form and shall contain such terms and conditions as the Board or the Committee shall deem appropriate. 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:

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

(b) 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.

(c) 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 or the Committee, 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 the period required to avoid a charge to the Company's reported earnings and valued at the fair market value of the shares of Common Stock on the date of exercise, (B) according to a deferred payment or other arrangement with the person to whom the Option is granted or to whom the Option is transferred pursuant to paragraph 5(d), or (C) in any other form of legal consideration that may be acceptable to the Board or the Committee in their 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, prior to the issuance of Common Stock, receipt by the Company of evidence from the person authorized to sell the underlying stock that they have received irrevocable instructions from the option holder to pay to the Company the aggregate exercise price of the Option from the sale proceeds.

In the case of any deferred payment arrangement, interest shall be payable at least annually and shall be charged at not less than the minimum rate of interest necessary to avoid the treatment as interest, under any applicable provisions of the Code, of any amounts other than amounts stated to be interest under the deferred payment arrangement.

(d) An Option granted to a natural person shall be exercisable during the lifetime of such person only by such person, provided that such person during such person's lifetime may designate a Trust to be such person's beneficiary, and such beneficiary shall, after the death of the person to whom the Option was granted, have all the rights that such person had while living, including the right to exercise the Option. In the absence of such designation, after the death of the person to whom the Option is granted, the Option shall be exercisable by the person or persons to whom the optionee's rights under such Option pass by will or by the laws of descent and distribution.

(e) The total number of shares of Common Stock subject to an Option may, but need not, be allotted in periodic installments (which may, but need not, be equal). From time to time during each of such installment periods, the Option may become exercisable ("vest") with respect to some or all of the shares allotted to that period, and may be exercised with respect to some or all of the shares allotted to such period and/or any prior period as to which the Option was not fully exercised. During the remainder of the term of the Option (if its term extends beyond the end of the installment periods), the Option may be exercised from time to time with respect to any shares then remaining subject to the Option. The provisions of this paragraph 5(e) are subject to any Option provisions governing the minimum number of shares as to which an Option may be exercised.

(f) The Company may require any optionee, or any person to whom an Option is transferred under paragraph 5(d), 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 the employment of such person's 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 of 1933, as amended (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.

(g) An Option shall terminate three (3) months after termination of the optionee's employment or relationship as a consultant with the Company or an Affiliate, unless: (i) such termination is due to the optionee's permanent and total disability, within the meaning of Section 422(c)(6) of the Code and with such permanent and total disability being certified by the Social Security Administration prior to such termination, in which case the Option may, but need not, provide that it may be exercised at any time within one (1) year following such termination of employment or relationship as a consultant; (ii) the optionee dies while in the employ of or while serving as a consultant to the Company or an Affiliate, or within not more than three (3) months after termination of such employment or relationship as a consultant, in which case the Option may, but need not, provide that it may be exercised at any time within eighteen (18) months following the death of the optionee by the person or persons to whom the optionee's rights under such Option pass by will or by the laws of descent and distribution; or (iii) the Option by its term specifies either (A) that it shall terminate sooner than three (3) months after termination of the optionee's employment or relationship as a consultant with the Company or an Affiliate; or (B) that it may be exercised more than three (3) months after termination of the optionee's employment or relationship as a consultant with the Company or an Affiliate. Notwithstanding any other provision in this Plan to the contrary, (x) no portion of an Option shall be exercisable by any person to the extent that the Company's federal income tax deduction with respect to the exercise of such portion of the Option would be subject to disallowance pursuant to Section 162(m) of the Code, or any successor thereto, and (y) subject to paragraph 5(a), if any portion of an Option is not exercisable solely because of the preceding clause (x) on the date on which such Option would otherwise terminate pursuant to the foregoing provisions of this paragraph 5(g), such Option shall not terminate until three (3) months after such Option thereafter ceases to be subject to the preceding clause (x). Subject to the preceding sentence, any portion of an Option which is not exercisable on the date on which an optionee's employment or relationship as a consultant with the Company or an Affiliate ceases shall terminate immediately on such date. This paragraph 5(g) shall not be construed to extend the term of any Option or to permit anyone to exercise the Option after expiration of its term, nor shall it be construed to increase the number of shares as to which any Option is exercisable from the amount exercisable on the date of termination of the optionee's employment or relationship as a consultant.

(h) The Option may, but need not, include a provision whereby the optionee may elect at any time during the term of the optionee's employment or relationship as a

consultant with the Company or any Affiliate to exercise the Option as to any part or all of the shares subject to the Option prior to the stated vesting dates of the Option. Any shares so purchased from any unvested installment or Option may be subject to a repurchase right in favor of the Company or to any other restriction the Board or the Committee determines to be appropriate.

(i) To the extent provided by the terms of an Option, each optionee may satisfy any federal, state or local tax withholding obligation relating to the exercise of such Option by any of the following means or by a combination of such means: (i) tendering a cash payment; (ii) authorizing the Company to withhold from the shares of the Common Stock otherwise issuable to the optionee as a result of the exercise of the Option a number of shares having a fair market value less than or equal to the amount of the Company's required minimum statutory withholding; or (iii) delivering to the Company owned and unencumbered shares of the Common Stock having a fair market value less than or equal to the amount of the Company's required minimum statutory withholding.

6. TERMS OF STOCK BONUSES AND PURCHASES OF RESTRICTED STOCK.

Each stock bonus or restricted stock purchase agreement shall be in such form and shall contain such terms and conditions as the Board or the Committee shall deem appropriate. The terms and conditions of stock bonus or restricted stock purchase agreements may change from time to time, and the terms and conditions of separate agreements need not be identical, but each stock bonus or restricted stock purchase agreement shall include (through incorporation of provisions hereof by reference in the agreement or otherwise) the substance of each of the following provisions as appropriate:

(a) The purchase price under each stock purchase agreement shall be such amount as the Board or Committee shall determine and designate in such agreement. Notwithstanding the foregoing, the Board or the Committee may determine that eligible participants in the Plan may be awarded stock pursuant to a stock bonus agreement in consideration for past services actually rendered to the Company or for its benefit.

(b) No rights under a stock bonus or restricted stock purchase agreement shall be assignable by any participant under the Plan, either voluntarily or by operation of law, except where such assignment is required by law or expressly authorized by the terms of the applicable stock bonus or restricted stock purchase agreement.

(c) The purchase price of stock acquired pursuant to a stock purchase agreement shall be paid either: (i) in cash at the time of purchase; (ii) at the discretion of the Board or the Committee, according to a deferred payment or other arrangement with the person to whom the Common Stock is sold; or (iii) in any other form of legal consideration that may be acceptable to the Board or the Committee in their 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 of the Company from the sales proceeds before Common Stock is

issued. Notwithstanding the foregoing, the Board or the Committee to which administration of the Plan has been delegated may award Common Stock pursuant to a stock bonus agreement in consideration for past services actually rendered to the Company or for its benefit.

(d) Shares of Common Stock sold or awarded under the Plan may, but need not, be subject to a repurchase option in favor of the Company in accordance with a vesting schedule to be determined by the Board or the Committee.

(e) In the event a person ceases to be an employee of or ceases to serve as a consultant to the Company or an Affiliate, the Company may repurchase or otherwise reacquire any or all of the shares of Common Stock held by that person which have not vested as of the date of termination under the terms of the stock bonus or restricted stock purchase agreement between the Company and such person.

7. COVENANTS OF THE COMPANY.

(a) During the terms of the Stock Awards granted under the Plan, the Company shall keep available at all times the number of shares of Common Stock required to satisfy such Stock Awards up to the number of shares of Common Stock authorized under the Plan.

(b) The Company shall seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to issue and sell shares of Common Stock under the Stock Awards granted under the Plan; provided, however, that this undertaking shall not require the Company to register under the Securities Act either the Plan, any Stock Award granted under the Plan or any Common Stock issued or issuable pursuant to any such Stock Award. If, after reasonable efforts, the Company is unable to obtain from any such regulatory commission or agency the authority that counsel for the Company deems necessary for the lawful issuance and sale of Common Stock under the Plan, the Company shall be relieved from any liability for failure to issue and sell Common Stock upon exercise of such Stock Awards unless and until such authority is obtained.

8. USE OF PROCEEDS FROM COMMON STOCK.

Proceeds from the sale of Common Stock pursuant to Stock Awards granted under the Plan shall constitute general funds of the Company.

9. MISCELLANEOUS.

(a) The Board or Committee shall have the power to accelerate the time during which a Stock Award may be exercised or the time during which a Stock Award or any part thereof will vest, notwithstanding the provisions in the Stock Award stating the time during which it may be exercised or the time during which it will vest. Each Option providing for vesting pursuant to paragraph 5(e) shall also provide that if the employee's employment or a consultant's affiliation with the Company is terminated by reason of death or disability (within the meaning of Title II or XVI of the Social Security Act and with such permanent and total disability certified by the Social Security Administration prior to such termination), then the

vesting schedule of Options granted to such employee or consultant or to the Trusts of such employee or consultant shall be accelerated as of the date of such termination by twelve months for each full year the employee has been employed by or the consultant has been affiliated with the Company.

(b) Neither an optionee nor any person to whom an Option is transferred under the provisions of the Plan shall be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares subject to such Option unless and until such person has satisfied all requirements for exercise of the Option pursuant to its terms.

(c) Nothing in the Plan or any instrument executed or Stock Award granted pursuant thereto shall confer upon any eligible employee, consultant, optionee or holder of Stock Awards under the Plan any right to continue in the employ of the Company or any Affiliate or to continue acting as a consultant or shall affect the right of the Company or any Affiliate to terminate the employment or consulting relationship of any eligible employee, consultant, optionee or holder of Stock Awards under the Plan with or without cause, at any time and with or without notice. In the event that a holder of Stock Awards under the Plan is permitted or otherwise entitled to take a leave of absence, the Company shall have the unilateral right to (i) determine whether such leave of absence will be treated as a termination of employment or relationship as consultant for purposes hereof, and (ii) suspend or otherwise delay the time or times at which exercisability or vesting would otherwise occur with respect to any outstanding Stock Awards under the Plan.

10. ADJUSTMENTS UPON CERTAIN TRANSACTIONS.

(a) In the event that any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), recapitalization, reclassification, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or exchange of Common Stock or other securities of the Company (other than pursuant to the conversion of convertible securities), issuance of warrants or other rights to purchase Common Stock or other securities of the Company, or other similar corporate transaction or event, in the Board's or the Committee's sole discretion, affects the Common Stock such that an adjustment is determined by the Board or the Committee to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or with respect to Stock Awards, then the Committee or the Board shall, in such manner as it may deem equitable, may make the following adjustments to the Plan and with respect to any or all of the outstanding Stock Awards:

a. the number and kind of shares of Common Stock (or other securities or property) with respect to which Stock Awards may be granted under the Plan (including, but not limited to, adjustments of the limitations in paragraph 3(a) on the maximum number and kind of shares which may be issued under the Plan and in paragraph 4(b) on the maximum number of shares subject to Stock Awards which can be granted any person in a calendar year),

b. the number and kind of shares of Common Stock (or other securities or property) subject to outstanding Stock Awards, including by providing, either by the terms of such Stock Awards or by action taken prior to the occurrence of such transaction or event, that upon such event, such Stock Award shall be assumed by a successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar Stock Awards covering the stock of a successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices, and

c. the grant or exercise price with respect to any Stock Award.

(b) In the event that the Board or Committee adjusts any or all of the outstanding Stock Awards by providing that such Stock Awards shall be assumed by a successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar options, rights or awards covering the stock of a successor or survivor corporation, or a parent or subsidiary thereof, the Board or the Committee may, in its sole discretion, determine that the transfer of the optionee's or other holder's employment or consulting relationship to such successor or survivor corporation or a parent or subsidiary thereof shall not constitute a cessation of the optionee's or holder's employment or consulting relationship with the Company or an Affiliate for the purposes of paragraph 5(g).

(c) Any adjustments made by the Board or the Committee under paragraphs 10(a) and 10(b) shall be final, binding and conclusive on all persons.

11. CHANGE OF CONTROL.

(a) Notwithstanding anything to the contrary in this Plan, in the event of a Change in Control (as hereinafter defined), then, to the extent permitted by applicable law: (i) the time during which Stock Awards become vested shall automatically be accelerated so that the unvested portions of all Stock Awards shall be vested prior to the Change in Control and (ii) the time during which the Options may be exercised shall automatically be accelerated to immediately prior to the Change in Control. Upon and following the acceleration of the vesting and exercise periods, at the election of the holder of the Stock Award, the Stock Award may be: (x) exercised (with respect to Options) or, if the surviving or acquiring corporation agrees to assume the Stock Awards or substitute similar stock awards, (y) assumed; or (z) replaced with substitute stock awards. Options not exercised, substituted or assumed prior to or upon the Change in Control shall be terminated.

(b) For purposes of the Plan, a "Change of Control" shall be deemed to have occurred at any of the following times:

(i) upon 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 its affiliates, or any employee benefit plan of the Company or 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) at the time individuals who, as of December 9, 1997, 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 December 9, 1997, 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) immediately prior to 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) the occurrence of any other event which the Incumbent Board in its sole discretion determines constitutes a Change of Control.

12. QUALIFIED DOMESTIC RELATIONS ORDERS.

(a) Anything in the Plan to the contrary notwithstanding, rights under Stock Awards may be assigned to an Alternate Payee to the extent that a QDRO so provides. (The terms "Alternate Payee" and "QDRO" are defined in paragraph 12(c) below.) The assignment of a Stock Award to an Alternate Payee pursuant to a QDRO shall not be treated as having caused a new grant. If a Stock Award is assigned to an Alternate Payee, the Alternate Payee generally has the same rights as the grantee under the terms of the Plan; provided however, that (i) the Stock Award shall be subject to the same vesting terms and exercise period as if the Stock Award were still held by the grantee, and (ii) an Alternate Payee may not transfer a Stock Award.

(b) In the event of the Plan administrator's receipt of a domestic relations order or other notice of adverse claim by an Alternate Payee of a grantee of a Stock Award, transfer of the proceeds of the exercise of such Stock 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 grantee and Alternate Payee. A grantee's ability to exercise a Stock Award may be barred if the Plan administrator receives a court order directing the Plan administrator not to permit exercise.

(c) The word "QDRO" as used in the Plan shall mean a court order (i) that creates or recognizes the right of the spouse, former spouse or child (an "Alternate Payee") of an individual who is granted a Stock Award to an interest in such Stock Award relating to marital property rights or support obligations and (ii) that the administrator of the Plan 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 Plan is not a plan described in section 3(3) of ERISA.

13. AMENDMENT OF THE PLAN.

The Board at any time, and from time to time, may amend the Plan. Rights and obligations under any Stock Award granted before amendment of the Plan shall not be impaired by any amendment of the Plan, unless: (i) the Company requests the consent of the person to whom the Stock Award was granted; and (ii) such person consents in writing.

14. TERMINATION OR SUSPENSION OF THE PLAN.

(a) The Board may suspend or terminate the Plan at any time. Unless sooner terminated, the Plan shall terminate on December 9, 2007. No Stock Awards may be granted under the Plan while the Plan is suspended or after it is terminated.

(b) Rights and obligations under any Stock Awards granted while the Plan is in effect shall not be impaired by suspension or termination of the Plan, except with the consent of the person to whom the Stock Award was granted.

15. EFFECTIVE DATE OF PLAN.

The Plan shall become effective as determined by the Board.

Exhibit 10.3

SHAREHOLDERS' AGREEMENT

OF

KIRIN-AMGEN, INC.,

a California corporation

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EXHIBIT SCHEDULE

SHAREHOLDERS' AGREEMENT

THIS SHAREHOLDERS' AGREEMENT ("Agreement") is made and entered into at Los Angeles, California, U.S.A. this 11th day of May, 1984, by and among AMGEN, a California corporation, having its principal office at 1900 Oak Terrace Lane, Thousand Oaks, California 91320, U.S.A . ("Amgen"), KIRIN BREWERY COMPANY, LIMITED, a Japanese corporation, having its principal office at 26-1, Jingumae, 6 Chome, Shibuya-Ku, Tokyo 150, Japan ("Kirin"), and KIRIN-AMGEN, INC., a California corporation, having its principal office at 1900 Oak Terrace Lane, Thousand Oaks, California 91320, U.S.A. ("Corporation").

R E C I T A L S

A. Amgen has conducted research, has developed and possesses certain existing proprietary technical information, technology and know-how relating to genetic engineering which has enabled it to clone and express the gene for human erythropoietin, and Amgen is continuing to develop human erythropoietin.

B. Kirin and Amgen believe that the aforementioned genetic engineering techniques will have important application to the development of human therapeutic products.

C. Kirin and Amgen desire to form Corporation for purposes of development, manufacture, production and worldwide commercial sale of erythropoietin for human therapeutic use.

D. Kirin and Amgen believe that a joint business effort between them dedicated to such purposes would be of mutual benefit to the accomplishment thereof and that the compatibility between Amgen and Kirin is such that substantial economic returns may be gained by each through cooperative effort.

E. Amgen intends to contribute cash to Corporation, to assign to Corporation, perpetually and irrevocably, all of its right, title and interest in and to the Transferred Technology (as defined in Paragraph 1.05 below), and to license to Corporation the Core Technology (as defined in Paragraph 1.08 below), exclusively with respect to its direct application to the Field of Activity (as defined in Paragraph 1.03 below), as more fully set forth herein, in consideration of the issuance to Amgen of capital stock in Corporation as more fully set forth herein.

F. Kirin intends to contribute cash to Corporation in consideration of the issuance to Kirin of capital stock in Corporation as more fully set forth herein.

G. The simultaneous transfers and resultant issuances contemplated in Recitals E. and F. above are intended to qualify as a tax-free incorporation of Corporation pursuant to Section 351 of the Internal Revenue Code of 1954, as amended.

H. It is the desire of Kirin and Amgen to cooperate in other mutually agreeable areas of business interest.

NOW, THEREFORE, it is agreed as follows:

1. CERTAIN DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.01 Stock

(a) The term Class A Common Stock shall mean the duly authorized no par common stock of Corporation with no preference rights on liquidation.

(b) The term Class B Common Stock shall mean the duly authorized no par common stock of Corporation which contains certain preference rights on liquidation (as set forth in Para- graph 21 below), which preference rights shall be in effect until the occurrence of the Conversion Event (as defined in Paragraph 2.17 below), at which time all issued and outstanding Class B Common Stock shall be automatically converted into Class A Common Stock on a share-for-share basis eliminating any shareholder preference rights on liquidation of Corporation.

1.02 EPO

The term EPO shall mean erythropoietin or a fragment thereof for use in human therapeutic applications, whether

manufactured or isolated from natural materials, and whether glycosylated or not glycosylated.

1.03 Field of Activity

The term Field of Activity shall mean- the areas of development, manufacture, production and worldwide commercial sale of EPO, including EPO pharmaceuticals, for human therapeutic use, but not for animal therapeutic use nor- for commercial diagnostic use (collectively "EPO Products"), and shall include but not be limited to, toxicology, dosage studies, pre-clinical studies, clinical trials, product registration and government approvals, all relative to the development, manufacture, production and worldwide commercial sale of such EPO Products.

1.04 Expression Systems

The term Expression Systems shall mean any system of production of EPO utilizing natural or synthetic genes or vectors or recombinant DNA materials, including but not limited to, expression in e. coli, mammalian and/or yeast cell systems.

1.05 Transferred Technology

The term Transferred Technology shall mean all proprietary technical information, technology and know-how, heretofore developed by Amgen, relating specifically to EPO Products which are owned by Amgen, or which is covered or protected by letters patent, patent applications, trademarks, service marks, trade names, copyrights or licenses held by Amgen,

as of the Closing Date, and which are required in the development, manufacture, production, testing, assay, use or sale of EPO Products, including the EPO Organisms (as defined in Paragraph 1.07 below) in existence as of the Closing Date. By way of illustration, but not limitation, with respect to the foregoing, Transferred Technology shall include the sequence of the EPO gene and restriction map of the related vector and any information, know-how, data, process, technique, algorithm, program, design, drawing, formula or test data relating to any toxicology, dosage studies, pre-clinical studies, clinical trials or testing in progress relating to EPO,as more fully set forth on Exhibit "A" attached hereto. The Transferred Technology shall be assigned to Corporation effective on the Closing Date pursuant to that certain Assignment and License Agreement which is attached hereto as Exhibit "B" ("Amgen Assignment"); provided, however, that until such time as the Conversion Event occurs, Amgen shall hold as custodian for Corporation and Kirin, the sequence of the EPO gene and restriction map of the related vector.

1.06 EPO Technology

The term EPO Technology shall mean the Transferred Technology, as well as all improvements and enhancements thereto developed by the Parties hereafter- under the Development Program, and the Core Technology (as defined in Paragraph 1.08 below), as well as all improvements and enhancements thereto developed by the Parties hereafter which have been used in the development of EPO Products whether within or without of the Development Program

1.07 EPO Organisms

The term EPO Organisms shall mean any and all organisms developed by Amgen which are assigned perpetually and irrevocably to Corporation pursuant to the Amgen Assignment, and which have been genetically engineered to produce biologically active EPO, as well as all improvements and enhancements thereto developed by Amgen subsequent to the Closing Date pursuant to the Development Program.

1.08 Core Technology

The term Core Technology shall mean Amgen's proprietary technical information, technology and know-how, including without limitation, protein purification, fermentation, process development and hybridomas, other than Transferred Technology, which is required to conduct Corporation's business in the Field of Activity. The Core Technology shall be licensed to Corporation exclusively with respect to its direct application to the Field of Activity pursuant to the Amgen Assignment.

1.09 Development Program

The term Development Program, as more fully set forth in the Development and Supply Agreement attached hereto as Exhibit "C," and which shall have appended thereto the preliminary R&D Plan and Budget therefor, shall mean any development conducted by Amgen, Kirin and/or Corporation and paid for by Corporation relating to (i) toxicology, dosage studies, preclinical studies, clinical trials and product registration of EPO

in accordance with the laws, regulations and guidelines of the United States and Japan, respectively, (ii) commercial manufacturing scale production of EPO in one or more Expression Systems, and (iii) other mutually agreed upon development activities related to the Field of Activity.

1.10 Party

The term Party shall mean Kirin, Amgen or Corporation, as the context shall indicate, or, when used in the plural, Kirin, Amgen and Corporation, as the context shall indicate.

2. FORMATION

2.01 Formation

On or before the Closing Date (as defined in Paragraph 3 below), Kirin and Amgen shall establish or cause to be established, "Kirin-Amgen, Inc.," which shall be a corporation organized under the laws of the State of California. Immediately after its formation, Kirin-Amgen, Inc. shall become a Party to this Agreement.

2.02 Name

The corporate designation of Corporation shall be "Kirin-Amgen, Inc." or such other name as may be mutually agreed to by Kirin and Amgen.

2.03 Principal Office

The principal office and place of business of Corporation shall be located at 1900 Oak Terrace Lane, Thousand Oaks, California 91320, U.S.A., or at such other place as may be mutually agreed to by Kirin and Amgen.

2.04 Articles of Incorporation

The Articles of Incorporation of Corporation ("Articles") shall be as attached hereto as Exhibit "D," as may be amended from time to time as may be mutually agreed to by Kirin and Amgen.

2.05 Bylaws

The Bylaws of Corporation ("Bylaws") shall be as attached hereto as Exhibit "E", as may be amended from time to time as may be mutually agreed to by Kirin and Amgen.

2.06 Business Purpose

The business of Corporation shall be to engage in the development, manufacture, production and sale of EPO Products for human therapeutic use in the Field of Activity and to otherwise exploit such EPO Technology for commercial purposes by whatever means including, but not limited to, the license or sale of such EPO Technology by mutual agreement of Kirin and Amgen, and to do all things necessary, appropriate or advisable in furtherance thereof.

2.07 Fiscal Year

The fiscal year of Corporation shall be the calendar year ("Corporate Year").

2.08 California Agent for Service of Process

The name of the initial agent for service of process on Corporation in California is Joel S. Marcus, Esq., Musick, Peeler & Garrett, One Wilshire Boulevard, Suite 2000, Los Angeles, California 90017.

2.09 Counsel to Corporation

The law firm of Musick, Peeler and Garrett, One Wilshire Boulevard, Suite 2000, Los Angeles, California 90017, shall act as general counsel for Corporation until otherwise mutually agreed between Kirin and Amgen pursuant to that certain Conflicts Letter of even date herewith which is attached hereto as Exhibit "F".

2.10 Accountants to Corporation

The independent certified public accounting firm of Arthur Young and Company, 515 South Flower Street, Suite 2600, Los Angeles, California 90071, shall act as independent accountants to Corporation pursuant to that certain engagement letter attached hereto as Exhibit "G".

2.11 Initial Capital

The initial capital of Corporation pursuant to the two (2) subscriptions described in Paragraph 2.12 below, shall consist of a total of twelve million (12,000,000) shares of no par value Class A Common Stock with the right to one (1) vote per share ("Class A Common Stock"), and twelve million (12,000,000) shares of no par value Class B Common Stock with the right to one

(1) vote per share ("Class B Common Stock"). Upon the occurrence of the Conversion Event (as defined in Paragraph 2.17 below), Kirin's shares of Class B Common Stock shall be automatically converted on a share-for-share basis into shares of Class A common stock subject to the terms of Paragraph 2.17 below and the provisions contained in Corporation's Articles.

2.12 Subscription

Kirin hereby subscribes for twelve million (12,000,000) shares of Class B Common Stock of Corporation, and Amgen hereby subscribes for twelve million shares (12,000,000) shares of Class A Common Stock of Corporation. The subscription price for all shares, whether of Class A Common Stock or Class B Common Stock, shall be ONE DOLLAR (U.S. $1.00) per share, and shall be payable as follows:

2.12.1 Kirin shall pay its full subscription price for the Class B Common Stock by cashiers or certified check or by wire transfer from Kirin to Corporation's account at a bank to be designated by both Kirin and Amgen ("Corporate Bank Account") on the Closing Date of the full subscription price of TWELVE MILLION DOLLARS (US $12,000,000.00).

2.12.2 Amgen shall pay its full subscription price for the Class A Common Stock as follows: (i) FOUR MILLION DOLLARS (U.S. $4,000,000.00) by cashiers or certified check or by wire transfer from Amgen to the Corporate Bank Account on the Closing Date, and (ii) a contribution and complete assignment in

kind to Corporation on the Closing Date of all of the Transferred Technology, such transfer to be made pursuant to the Amgen Assignment. Kirin and Amgen acknowledge that the fair market value of Amgen's capital contribution to Corporation described in subparagraph (ii) above shall be EIGHT MILLION DOLLARS (U.S. $8,000,000.00).

2.13 Additional Capital

2.13.1 Subject to Paragraph 2.15 below, no additional capital stock may be issued by Corporation other than by the mutual written consent of Kirin and Amgen. The Parties hereto shall meet no less frequently than annually following the formation of Corporation to determine its capital needs and the business and Development Program for the next succeeding year.

2.13.2 In the event that the initial capital contributions to Corporation pursuant to Paragraph 2.11 above (together with interest earned by Corporation on the cash so contributed) are insufficient to fund the activities of Corporation and the Development Program until such time as all approvals (governmental or otherwise) have been obtained for the manufacture and sale of EPO Products in the Field of Activity in the Kirin Territory and the Amgen Territory (as defined in Paragraph 13 below), then in such event, Kirin and Amgen may, but shall not be obligated to, agree to make additional capital contributions to Corporation. Any such agreed upon capital contributions shall be made in the proportion to which each Party's total capital contribution bears to the

aggregate capital contributions of Kirin and Amgen, from time to time existing. Upon written notification by Corporation's Board of Directors to Kirin and Amgen that Corporation does not have sufficient capital to complete the development of the EPO Technology and to accomplish the business purposes of Corporation as contemplated by this Agreement, Kirin and Amgen shall promptly meet with management of Corporation to ascertain the amount of funding reasonably required by Corporation under the circumstances. Kirin and Amgen shall thereafter enter into a mutually acceptable agreement with respect to such additional capital contributions, if any.

2.14 Withdrawals

Except as otherwise specifically provided in this Agreement, neither Kirin nor Amgen shall have the right to withdraw or to demand a return of all or any part of its capital contribution.

2.15 Default on Additional Capital Contribution Obligation

To the extent that either Kirin or Amgen fails to contribute its proportionate share of the additional capital called for under Paragraph 2.13 above, then from and after the date such capital was to have been contributed to Corporation, the shareholding percentages of Kirin or Amgen shall promptly be adjusted by Corporation to reflect the increase in capital contributed by either Kirin or Amgen such that the shareholding interest of Kirin and Amgen shall accurately reflect the percent-

age of each Party's total Capital contribution as it bears to the aggregate capital contributions of both Kirin and Amgen.

2.16 Title to Property

Legal title to any and all property of Corporation shall be taken and at all times held in the name of "Kirin-Amgen, Inc."

2.17 Occurrence of the Conversion Event

2.17.1 The "Conversion Event" shall occur when the EPO Organisms produce biologically active EPO in sufficient levels, as set forth below, which Kirin can reasonably verify within thirty (30) days after receiving written notice of the attainment thereof, to enable Corporation to conduct pre-clinical studies in the E. Coli (50 mg EPO/1), Mammalian (50 Units EPO/ml), or Yeast Cell (50 mg EPO/1) systems, both in Japan and in the United States.

2.17.2 The occurrence of the Conversion Event as set forth in Paragraph 2.17.1 above, shall give rise to the automatic conversion of all of Kirin's Class B Common Stock into Class A Common Stock on a share-for-share basis. All Class B Common Stock shall thereafter be promptly cancelled, the Articles amended, and only one class of common stock (to be designated common stock) of Corporation shall thereafter be issued and outstanding.

3. CLOSING

The Closing hereunder shall take place at the offices of Musick, Peeler & Garrett, One Wilshire Boulevard, Suite 2000, Los Angeles, California 90017, USA, at 1:00 p.m. Pacific Daylight Time on June 15, 1984 ("Closing" and the "Closing Date"), or such other date and/or place as shall be mutually agreed to by Kirin and Amgen.

4. CLOSING DOCUMENTS

At the Closing, each Party shall deliver such documents, instruments and materials as are called for by this Agreement or as may be reasonably required in order to carry out the provisions and purposes hereof, all of which shall be satisfactory in substance and form to legal counsel for each Party. Without limitation as to the foregoing and in addition to the various documents, instruments and agreements contemplated in Paragraphs 8 and 9 below, the Parties agree that, upon the request of any Party, each of them will from time to time after the Closing Date execute, acknowledge and deliver or cause to be so done, at their expense, any and all such further documents and instruments as may be reasonably required for carrying out the purposes of this Agreement. Simultaneously with such delivery and Closing, all steps shall be taken as may be reasonably required to put

Corporation in actual possession and operating control of the Transferred Technology.

5. REPRESENTATIONS AND WARRANTIES OF AMGEN

To induce Kirin to enter into this Agreement, Amgen represents and warrants to Kirin as of the date hereof as follows:

5.01 Good Standing

Amgen is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to: (i) own its assets to be conveyed in connection with this Agreement; (ii) lawfully carry on its business as now being conducted; and (iii) to make, execute, deliver and perform this Agreement and all contracts -and documents to be executed in connection herewith.

5.02 Authorization

This Agreement has been duly authorized and, prior to the Closing Date, will be approved by all necessary corporate action of Amgen and will be a valid and legally binding obligation of Amgen in accordance with its terms.

5.03 No Breach

Neither execution or delivery of this Agreement, the contracts and instruments to be executed in connection herewith, nor its performance by Amgen will conflict with, violate or

result in a breach of any term, condition or provision of, nor constitute a material default under, or result in the acceleration of any material obligation under, or permit the termination of any indenture, material contract or other material agreement to which Amgen is a party or by which Amgen or its properties is subject or bound; nor will such execution, delivery or performance by Amgen conflict with or violate the provisions of any judgment, decree, order to which Amgen is subject or Amgen's restated Articles of Incorporation or Bylaws, or to the best of its knowledge, any law or regulation.

5.04 Title

Amgen has valid legal title in and to all of the assets to be transferred and/or licensed to Corporation on the Closing Date pursuant to the Amgen Assignment, including but not limited to, the Transferred Technology, the Core Technology, free and clear of all security interests, liens, charges and encumbrances whatsoever, and to the best of Amgen's knowledge, tax or other inchoate liens. Amgen owns and has the right to use the Transferred Technology and Core Technology in existence as of the date hereof and to be in existence as of the Closing Date. To the best of Amgen's knowledge: (i) the Transferred Technology and Core Technology in existence as of the date hereof and to be in existence as of the Closing Date do not conflict with the rights of others; (ii) there are no infringements by third parties of any letters patent or patent applications which are part of the Transferred Technology and Core Technology in exis-

tence as of the date hereof and to be in existence as of the Closing Date; and (iii) Amgen's operations and business as conducted as of and prior to the Closing Date with respect to patent applications which are part of the Transferred Technology and Core Technology in existence as of the date hereof and to be in existence as of the Closing Date do not infringe upon the rights of any person and/or entity not a Party hereto. No right, privilege, permission or license, express or implied, under the Transferred Technology or Core Technology in existence as of the date hereof and to be in existence as of the Closing Date, has been granted or is in force pursuant to which any party, other than Corporation, Kirin or Amgen, may make, have made, use or sell any Transferred Technology or Core Technology in existence as of the date hereof and to be in existence as of the Closing Date. No claims have been asserted by any person relating to the EPO Technology in existence as of the date hereof and to be in existence as of the Closing Date or challenging or questioning the validity or effectiveness of any license or agreement related thereto, and there is no valid basis for any such claim.

5.05 No Violations

Amgen is not in violation of any applicable ordinance or statute, or, to the best of its knowledge, any law or regulation, with respect to its ownership and operation of the Transferred Technology and Core Technology in existence as of the date hereof and to be in existence as of the Closing Date, nor has it received any notices or citations from any public or

quasi-public authority in respect thereto, including but not limited to, the Food and Drug Administration.

5.06 No Litigation

Amgen is not a party to any pending or threatened suit, action or legal, administrative, arbitration or other proceeding which might materially and adversely affect the business of Corporation, the Transferred Technology or the Core Technology, in existence as of the date hereof or to be in existence as of the Closing Date, or the transactions contemplated by this Agreement, nor does Amgen know of any facts which are likely with the passage of time to give rise to such a suit, action or proceeding.

5.07 Representations and Warranties

No representation or warranty of Amgen, nor any exhibit, document, statement, certificate or schedule furnished to Kirin pursuant hereto or in connection with the transactions contemplated hereby, contains any untrue statement of a material fact, or omits to state a material fact necessary to make statements or facts contained therein not misleading. The representations and warranties of Amgen set forth in this Agreement and in any exhibit, document, statement, certificate or schedule furnished or to be furnished pursuant hereto shall be true on and as of the Closing Date as though such representations and warranties were made on and as of Closing Date.

6. REPRESENTATIONS AND WARRANTIES OF KIRIN

To induce Amgen to enter into and perform this Agreement, Kirin represents and warrants to Amgen as of the date hereof as follows:

6.01 Good Standing

Kirin is a corporation duly organized and validly existing and in good standing under the laws of the country of Japan and has all requisite power and authority to lawfully carry on its business as now being conducted and to make, execute, deliver and perform this Agreement and all instruments and documents to be executed in connection herewith.

6.02 Authorization

This Agreement has been duly authorized and, prior to the Closing Date will be approved by all necessary corporate action of Kirin and will be a valid and legally binding obligation of Kirin in accordance with its terms.

6.03 No Breach

Neither execution or delivery of this Agreement, the contracts and instruments to be executed in connection herewith, nor its performance by Kirin will conflict with, violate or result in a breach of any term, condition or provision of, nor constitute a material default under, or result in the acceleration of any material obligation under, or permit the termination of any indenture, material contract or other material agreement to which Kirin is a party or by which Kirin or its properties is

subject or bound; nor will such execution, delivery or performance by Kirin conflict with or violate the provisions of any judgment, decree, order to which Kirin is subject or Kirin's Bylaws, or to the best of its knowledge, any law or regulation.

6.04 No Violations

Kirin is not in violation of any applicable ordinance or statute, or to the best of its knowledge, any law or regulation, nor has it received any notices or citations from any public or quasi-public authority in respect thereto.

6.05 No Litigation

Kirin is not a party to any pending or threatened suit, action or legal, administrative, arbitration or other proceeding which might materially and adversely affect the transactions contemplated by this Agreement, nor does Kirin know of any facts which are likely with the passage of time to give rise to such a suit, action or proceeding.

6.06 Representations and Warranties

No representation or warranty of Kirin, nor any exhibit, document, statement, certificate or schedule furnished or to be furnished to Amgen pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make statements or facts contained therein not misleading. The representations and warranties of Kirin set forth in this Agreement and in any

exhibit, document, statement, certificate or schedule furnished or to be furnished pursuant hereto shall be true on and as of the Closing Date as though such representations and warranties were made on and as of Closing Date.

7. [INTENTIONALLY OMITTED]

8. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF KIRIN

All of the obligations of Kirin under this Agreement are subject to the fulfillment, at or prior to the Closing Date, of each of the following conditions:

8.01 No Misrepresentations

Kirin shall not have discovered any material error, misstatement or omission in the representations and warranties made by Amgen in Paragraph 5 above.

8.02 Compliance with Agreement

Amgen shall have performed and complied with all agreements, covenants and conditions required by this Agreement prior to the Closing Date.

8.03 Delivery

Kirin shall have had delivered to it each of the following:

8.03.1 Confirmation in form and substance reasonably satisfactory to Kirin evidencing receipt of Amgen's monetary

capital contribution in the amount specified in Paragraph 2.12 above;

8.03.2 Duly executed counterpart of the Amgen Assignment effective to (i) vest valid legal title to all Transferred Technology in Corporation, and (ii) license the Core Technology exclusively to Corporation with respect to its direct application to the Field of Activity, together with such other documents and instruments as may be necessary to effectuate the assignments and licensing contemplated by this Agreement;

8.03.3 Duly executed counterparts of the Bylaws and organizational minutes of Corporation;

8.03.4 Duly executed, validly authorized and issued, fully paid and non-assessable Class B Common Stock represented by Certificate No. 1, duly issuing twelve million (12,000,000) shares thereof to Kirin;

8.03.5 Duly executed counterpart of the Development and Supply Agreement;

8.03.6 Duly executed counterparts of the Kirin/ Kirin-Amgen, Inc. and Amgen/Kirin-Amgen, Inc. Services Agreements which are attached hereto as Exhibits "H" and "I", respectively ("Services Agreements");

8.03.7 Duly executed counterparts of the Kirin/ Kirin-Amgen, Inc. and Amgen/Kirin-Amgen, Inc. License Agreements which are attached hereto as Exhibits "J" and "K", respectively ("License Agreements"); and

8.03.8 Opinion of Amgen's counsel (as defined in Paragraph 8.04 below).

8.04 Opinion of Counsel

Amgen shall have delivered to Kirin an opinion of Cooley, Godward, Castro, Huddleson & Tatum, legal counsel for Amgen, in a form satisfactory to counsel for Kirin, dated as of the Closing Date, to the effect that (i) Amgen is a corporation duly organized, validly existing and in good standing under the laws of the State of California, and Amgen has the corporate power to conduct its business where such business is now conducted and to execute and deliver the Agreement; (ii) the execution, delivery and performance of this Agreement, together with all instruments and documents executed in connection therewith, and the transactions contemplated hereby have been duly authorized and approved by the Board of Directors of Amgen; (iii) the Agreement, together with all instruments and documents executed in connection therewith, constitute valid and binding obligations of Amgen, enforceable in accordance with their terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights; (iv) the execution, delivery and performance by Amgen, together with all instruments and documents executed in connection therewith, and the consummation of the transactions contemplated hereby will not result in any conflict with or material breach or violation by Amgen of, or default by Amgen under, its Articles of Incorporation, Bylaws, or any judgment, decree, order, or indenture, material obligation or agreement, or other

material instrument or document of or applicable to them known to such legal counsel; and (v) the Amgen Assignment has been duly authorized, executed and delivered by and on behalf of Amgen and effectively transfers to and vests in Corporation (i) valid legal title to the Transferred Technology, and (ii) a valid license of the Core Technology, free and clear of all claims, liens, encumbrances or security interests of any kind.

In rendering the foregoing opinion, Cooley, Godward, Castro, Huddleson & Tatum may rely on opinions of other counsel, reasonably acceptable to Kirin, and, as to matters of fact, on searches of public records and certificates of officers and directors of Amgen.

8.05 No Litigation

No suit, action or proceeding against Amgen shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the transaction contemplated hereby.

8.06 Additional Documents

Amgen shall have delivered to Kirin such other instruments and documents as may be, in the opinion of counsel for Kirin, reasonably necessary to effectuate the transactions contemplated by this Agreement, and all legal matters in connection with this Agreement and the transactions contemplated hereby shall have been approved by counsel for Kirin.

8.07 Hart-Scott-Rodino Clearance

The waiting period described in Section 7A of the Clayton Act, 15 U.S.C.ss.18a has expired without adverse action by the Federal Trade Commission ("FTC") or Department of Justice ("DJ") of the United States, or an affirmative response has been received from the FTC or DJ which has the effect of shortening the waiting period.

9. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF AMGEN

All of the obligations of Amgen under this Agreement are subject to the fulfillment, at or prior to the Closing Date, of each of the following conditions:

9.01 No Misrepresentations

Amgen shall not have discovered any material error, misstatement or omission in the representations and warranties made by Kirin in Paragraph 6 above.

9.02 Compliance with Agreement

Kirin shall have performed and complied with all agreements, covenants and conditions required by this Agreement prior to the Closing Date.

9.03 Delivery

Amgen shall have had delivered to it each of the following:

9.03.1 Confirmation in form and substance reasonably satisfactory to Amgen evidencing receipt of Kirin's monetary capital contribution in the amount specified in Paragraph 2.12 above;

9.03.2 Duly executed counterparts of the Articles, Bylaws and Organizational Minutes of Corporation;

9.03.3 Duly executed, validly authorized and issued, fully paid and non-assessable Class A Common Stock represented by Certificate No. 1, duly issuing twelve million (12,000,000) shares thereof to Amgen;

9.03.4 Duly executed counterpart of the Development and Supply Agreement;

9.03.5 Duly executed counterparts of the Services Agreements;

9.03.6 Duly executed counterparts of the License Agreements; and

9.03.7 Opinion of Counsel to Kirin (as defined in Paragraph 9.04 below).

9.04 Opinion of Counsel

Kirin shall have delivered to Amgen an opinion of Musick, Peeler & Garrett, legal counsel for Kirin, in a form satisfactory to counsel for Amgen, dated as of the Closing Date, to the effect that (i) Kirin is a corporation duly organized, validly existing and in good standing under the laws of Japan and Kirin has the corporate power to conduct its business where such

business is now conducted and to execute and deliver the Agreement; (ii) the execution, delivery and performance of this Agreement, together with all instruments and documents executed in connection therewith, and the transactions contemplated hereby have been duly authorized and approved by the Board of Directors of Kirin; (iii) the Agreement, together with all instruments and documents executed in connection therewith, constitute valid and binding obligations of Kirin, enforceable in accordance with their terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights; and (iv) the execution, delivery and performance by Kirin, together with all instruments and documents executed in connection therewith, and the consummation of the transactions contemplated hereby will not result in any conflict with or material breach or violation by Kirin of, or default by Kirin under, its Articles of Incorporation, Bylaws, or any judgment, decree, order, or indenture, material obligation or agreement, or other material instrument or document of or applicable to them known to such legal counsel.

In rendering the foregoing opinion, Musick, Peeler & Garrett may rely on opinions of other counsel, reasonably acceptable to Amgen, and, as to matters of fact, on searches of public records and certificates of officers and directors of Kirin.

9.05 No Litigation

No suit, action or proceeding against Kirin shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the transaction contemplated hereby.

9.06 Additional Documents

Kirin shall have delivered to Amgen such other instruments and documents as may be, in the opinion of counsel for Amgen; reasonably necessary to effectuate the transactions contemplated by this Agreement, and all legal matters in connection with this Agreement and the transactions contemplated hereby shall have been approved by counsel for Amgen.

10. SURVIVAL AND INDEMNIFICATION

10.01 Survival of Representations and Warranties

The respective representations and warranties of Kirin and of Amgen shall survive the Closing and continue in full force and effect for a period thereafter equal to the earlier of (i) five (5) years following the Closing Date, or (ii) four (4) years after the Conversion Event.

10.02 Indemnification

Amgen shall indemnify and hold Kirin, Corporation and their respective directors, officers, employees and agents harm-

less from and against any and all claims, liabilities, losses, costs, damages and expenses, including costs of investigation, court costs, reasonable attorneys' fees, to which any of them may become subject arising from or in any manner connected with, directly or indirectly, any material misstatement, error or omission in any representation or warranty of Amgen contained in this Agreement (without effect upon Amgen's liability under the various instruments and documents to be executed in connection herewith). Kirin agrees to indemnify Amgen, Corporation and their respective directors, officers, employees and agents, to the same extent that Kirin is being indemnified pursuant to the immediately preceding section.

10.03 Mechanism

The Party seeking indemnification hereunder ("Indemnified Party") shall give written notice to the indemnifying party or parties ("Indemnifying Party") of its indemnification claims hereunder, specifying the amount and nature of the claim, and giving the Indemnifying Party the right to contest any such claim represented by counsel of its choice; if any such claim is made hereunder by the Indemnified Party and such claim arises from the claims of a third party against the Indemnified Party and the Indemnifying Party does not elect to undertake the defense thereof by written notice within fifteen (15) days after receipt of the original notice from the Indemnified Party, the Indemnified Party shall be entitled to indemnity pursuant to the

terms of this Agreement to the extent of its payment in respect of such claim. To the extent that the Indemnifying Party undertakes the defense of such claim in good faith by proceeding diligently at its expense, and without materially impairing the financial conditions or operations of the Indemnified Party, the Indemnified Party shall be entitled to indemnity hereunder only if, and to the extent that, such defense is unsuccessful as determined by a final judgment of a court of competent jurisdiction or is settled with the consent of the Indemnifying Party. The Party defending a third party claim shall have the right to choose its own counsel.

11. BROKERS

Each of the Parties represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement, and, insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with any of these transactions. The Parties hereto each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim, or expense, including reasonable attorneys' fees, incurred by reason of any brokerage, commission, or finder's fee alleged to be payable because of any act, omission, or statement of the Indemnifying Party.

12. MANAGEMENT

12.01 Board of Directors

Corporation shall be managed by a Board of Directors consisting initially of six (6) members. Kirin and Amgen shall each have the right to nominate three (3) members of the Board of Directors. In the event of a default in the payment of any additional capital contribution, as described in Paragraph 2.15 above, the authorized number of members of the Board of Directors shall be increased to seven (7) and four (4) of such members shall be nominees of the non-defaulting party. The number of members of the Board of Directors cannot be decreased or otherwise increased without the mutual written consent of Kirin and Amgen. All actions by the Board of Directors shall require the affirmative vote of a majority of the total members of Board of Directors at a meeting at which a quorum is present, except for such actions as to which a higher than majority vote is required pursuant to the provisions of this Agreement, the Articles, the Bylaws or applicable law.

12.02 Officers

Corporation shall have a Chairman of the Board, a President, Vice President - Amgen, Vice President - Kirin, a Secretary, an Assistant Secretary, a Chief Financial Officer and such other officers with such titles and duties as the Board of Directors may determine. Any two or more offices may be held by

the same person. The Chairman of the Board, the Vice President - Kirin, the Chief Financial Officer and the Assistant Secretary shall be nominees of Kirin. The President, the Vice President - Amgen and the Secretary shall be nominees of Amgen.

12.03 Actions Requiring Consent

In addition to any other items referred to in this Agreement requiring consent of both of Kirin and Amgen, none of the following actions shall be permitted to be taken by Corporation unless it shall have obtained the consent of both Kirin and Amgen:

(i) The entry by Corporation into any business outside the Field of Activity;

(ii) Any lending or borrowing of money by Corporation;

(iii) The acquisition, mortgage, pledge, sale, assignment, transfer, or other disposition of any property of Corporation having a fair market value in excess of ONE HUNDRED THOUSAND DOLLARS (US $100,000.00) by Corporation (other than in connection with the sale of products and services in the ordinary course of its business) or of any interest (regardless of value) in the legal or beneficial ownership of any other corporation or enterprise;

(iv) The adoption of a business plan, annual capital, operating and development plans and budgets,

including any material modification thereof pursuant to Paragraph 12.07 below ("Business Documents");

(v) Any capital expenditure in excess of ONE HUNDRED THOUSAND DOLLARS (US $100,000.00) by Corporation; and

(vi) Any material act in material contravention of this Agreement.

12.04 Accounting and Internal Controls

Kirin and Amgen shall cause the management of Corporation to conduct the business of Corporation at all times in accordance with high standards of business ethics and to maintain Corporation's accounts in accordance with generally accepted accounting principles consistently applied and, specifically, to:

(i) Maintain full and accurate books, records, and accounts which shall, in reasonable detail, accurately and fairly reflect all transactions of Corporation; and

(ii) Devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that (a) transactions are executed in accordance with general or specific authorizations, and (b) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, all tax returns and to maintain accountability for assets.

12.05 Financial and Business Information and Tax Returns

Kirin and Amgen shall cause the management of Corporation to:

(i) Present Business Documents to the Board of Directors and Kirin and Amgen for approval;

(ii) Make available to all members of the Board of Directors together with Kirin and Amgen on a regular basis, and as reasonably requested, all such information and/or documents as may be required to permit the Board of Directors and/or Kirin and Amgen, as the case may be, to make informed judgments with respect to such Business Documents and all other matters of interest to them;

(iii) Prior to March 15 of each Corporate Year, provide to Kirin and Amgen regular annual audited financial statements by Corporation's independent certified public accountants which shall include a statement of profits and losses, changes in financial position and a balance sheet for the year then ended, and including such other appropriate financial information reasonably requested by the Parties; and

(iv) Cause to be prepared all federal, state and local tax returns of Corporation ("Returns").

12.06 Bank Accounts

All funds of Corporation shall be deposited in the name of Corporation in such bank account or accounts as shall be determined by mutual agreement of Kirin and Amgen. All withdrawals therefrom shall be made upon checks signed on behalf of Corporation by any one officer, except for (i) amounts in excess of FIVE THOUSAND DOLLARS (US $5,000.00), and (ii) any payments to be made to Kirin and/or Amgen, in which case all such checks shall require the signature of one (1) Kirin officer and one (1) Amgen officer. The Parties hereto shall not make deposits in or issue any checks against the Corporation bank account(s) without full, proper and complete supporting records.

12.07 Independent Enterprise

Kirin and Amgen agree to cause Corporation at all times to be conducted as an independent enterprise for profit. Except as otherwise provided herein, all commercial transactions between Corporation and Kirin and/or Amgen (or their affiliates) shall be conducted on an arm's-length basis with neither granting to the other terms or conditions more favorable than would be accorded non-related third-parties, except as Kirin and Amgen may otherwise mutually agree prior to such transaction.

12.08 Compensation of Officers and Directors

The officers and directors of Corporation will serve in their respective positions for no compensation or remuneration whatsoever.

12.09 Fiduciary Duty

Kirin, Amgen, the officers and members of the Board of Directors of Corporation shall all have the fiduciary responsibility for the safekeeping and use of all funds and assets (including records) of Corporation, whether or not in immediate possession or control, for the exclusive benefit of Corporation and its shareholders.

12.10 Other Activities

Kirin and Amgen may engage in or possess an interest in other business ventures of any nature or description, independently or with others, whether presently existing or hereafter created, other than for the purpose of development, manufacture, production and sale of EPO Products.

12.11 Non-Competition

Kirin and Amgen agree that, except as specifically authorized by the respective License Agreements, they shall not, directly or indirectly, nor shall they permit any of their respective subsidiaries or affiliates, as applicable, to engage in any business of a substantially similar nature to the business of Corporation in the Field of Activity for a period of twenty (20) years from and after the Closing Date, anywhere throughout the world, it being acknowledged that the business of Corporation shall be worldwide.

13. BUSINESS MATTERS

13.01 License Agreements

As more fully set forth in those certain License Agreements, Kirin and Amgen agree that:

(i) Kirin will have an exclusive right to manufacture and sell EPO Products in the Field of Activity in the territory composed of the country of Japan ("Kirin Territory") pursuant to the Kirin License Agreement and in no other territory without the prior written consent of Amgen and Corporation.

(ii) Amgen will have an exclusive right to manufacture and sell EPO Products in the Field of Activity in the territory composed of the fifty (50) states of the United States of America, including the District of Columbia and U.S. territories and possessions ("Amgen Territory") pursuant to the Amgen License Agreement and in no other territory without the prior written consent of Kirin and Corporation.

(iii) The Parties agree that Corporation may license one (1) other entity in addition to Kirin and Amgen for the manufacture of EPO Products in the Field of Activity outside of the Amgen Territory and Kirin Territory and may license other entities in addition to Kirin and Amgen for the marketing of EPO Products in the Field of Activity outside of the Amgen Territory and Kirin Territory (that area of the world outside of the Amgen Territory and Kirin Territory is herein referred to as

"Corporation Territory"); provided, however, that the Parties may mutually agree to amend this Agreement and the appropriate License Agreement at any time to permit Kirin and/or Amgen to manufacture and sell EPO Products in the Field of Activity in parts of Corporation Territory. The rights of Corporation to grant further licenses as set forth above shall not be diminished thereafter with respect to the remainder of Corporation Territory.

13.02 Development Program

As more fully set forth in the Development and Supply Agreement, Kirin and Amgen agree to conduct on behalf of Corporation, on an accelerated and coordinated basis, development, toxicology, dosage studies, pre-clinical studies, clinical trials and/or product registration for the purpose of securing all approvals (governmental or otherwise) necessary for Kirin and Amgen to engage in the Field of Activity and manufacture and sell EPO Products in their respective territories. Corporation will retain responsibility for (and with the consent of both Kirin and Amgen may enter into agreements similar to those contemplated hereunder) the conduct of toxicology, dosage studies, pre-clinical studies, clinical trials and product registration for the purpose of securing all approvals (governmental or otherwise) necessary for Corporation to engage in the Field of Activity and manufacture and sell EPO Products in the Corporation Territory.

13.03 Services Agreements

As more fully set forth in those certain Service Agreements, Kirin and Amgen agree that each will provide certain services to Corporation in order to promote the business of Corporation in the Field of Activity.

14. RESTRICTIONS ON SHARES

14.01 Overall Restrictions

Corporation will be owned on the Closing Date by two (2) entities which have the compatability and financial stability which are major elements contributing toward the prospect of the future success of Corporation. Except in accordance with the terms of this Agreement, neither Kirin nor Amgen shall sell, transfer, assign, pledge, hypothecate or in any other way dispose of or encumber, voluntarily or involuntarily, by bankruptcy, operation of law or otherwise (any such event is referred to as a "Transfer") any of its shares or any right or interest therein without the prior written consent of the other ("Nontransferring Shareholder"). Unless such prior written consent is given, the proposed transfer may not take place, and any attempted Transfer in derogation hereof shall be deemed null and void. If for any reason any clause or provision of this Paragraph 14.01 should be held unenforceable, invalid or in violation of law by any court or tribunal, then the Nontransferring Shareholder shall have the

right, exercisable in writing within ninety (90) days of the date of final determination of invalidity or unenforceability, to purchase all of the shares of the transferring shareholder pursuant to the terms of Paragraph 14.03 below which such transferring shareholder purported to Transfer.

14.02 Additional Restrictions

Upon the occurrence of any of the following events with respect to Kirin or Amgen ("Occurrence Shareholder") (wherein there is not a continuity of proprietary interest of the Shareholders of Kirin or Amgen who owned shares of Kirin or Amgen, as the case may be, prior to the occurrence of such an event): (i) any transfer of substantially all of its assets, (ii) any transfer of more than fifty percent (50%) of the duly issued and outstanding stock, (iii) a liquidation, dissolution, merger, consolidation or reorganization, or (iv) any insolvency or bankruptcy proceeding, the Party which is not involved with such an occurrence, shall have the right, exercisable in writing within sixty (60) days after the later of (a) receipt of written notice of such occurrence, or (b) the conclusion of the appraisal contemplated in Paragraph 14.03 below, to purchase all of the shareholding interest in Corporation which is held directly or indirectly by the Occurrence Shareholder pursuant to the terms of Paragraph 14.03 below. The Occurrence Shareholder shall notify the other Party in writing of any occurrence described above in this Paragraph 14.02 at the very earliest time practicable.

14.03 Purchase Price and Payment Date

For purposes of Paragraphs 14.01 and 14.02 above, the purchase price to be paid for each share of the Transferring or Occurrence Shareholder shall be computed as follows:

(i) Prior to the occurrence of the Conversion Event, the purchase price shall be the price originally paid to Corporation for such shares upon initial issuance, i.e., ONE DOLLAR (US $1.00) per share, less an amount equal to the pro rata (based upon the percentage relationship of one share to the total number of shares outstanding to date) portion of the expenses paid by Corporation through the end of the calendar quarter immediately preceding the subject purchase.

(ii) After the occurrence of the Conversion Event, and within sixty (60) days after the occurrence of an event described in Paragraphs 14.01 or 14.02 above, Kirin and Amgen either (a) shall jointly appoint an investment banking firm, or (b) failing this joint action, each separately shall designate an investment banking firm and, within thirty (30) days after their appointment, the designated investment banking firms shall designate an investment banking firm which shall make the final determination of value ("Neutral Investment Banker"). The failure by either Kirin or Amgen to appoint an investment banking firm within the time allowed shall be deemed equivalent to appointing the other Party's investment banking firm as the Neutral Investment Banker. Within sixty (60) days after the

appointment of the Neutral Investment Banker, the Neutral Investment Banker shall render its appraisal of the fair market value of shares being purchased, which appraisal shall be binding and conclusive. Corporation shall bear all appraisal expenses.

(iii) The payment date of the purchase price pursuant to this Paragraph 14 shall not be later than sixty (60) days after the sixty (60) day period set forth in Paragraph 14.02 above.

14.04 Delivery of Shares

Any purchase of shares pursuant to this Agreement shall take place on the payment date thereof. The certificates representing all of the shares so purchased shall be duly endorsed and delivered to the purchaser(s) thereof on the payment date.

15. ADDITIONAL SHARES

In the event Kirin and/or Amgen acquire any additional shares of Corporation, then any and all such shares shall be subject to the terms and provisions of this Agreement.

16. ENDORSEMENT OF CERTIFICATES

Upon the execution of this Agreement, the certificates of stock subject hereto shall be endorsed to read as follows:

"Any sale, assignment, transfer, pledge, bequest or other disposition of the shares of stock represented by this Certificate is restricted by and subject to the terms and provisions of a Shareholders' Agreement dated May 11, 1984 by and among this Corporation, Kirin and Amgen, a copy of which Agreement is on file in the principal office of this Corporation, which Agreement may from time to time hereafter be amended. The shares of stock evidenced by this Certificate have not been registered with the Securities and Exchange Commission, but have been issued pursuant to the private offering exemption under the Securities Act of 1933, as amended." All certificates of stock hereafter issued to or transferred to Kirin and Amgen shall bear the same endorsement.

17. [INTENTIONALLY OMITTED]

18. COSTS AND EXPENSES

Kirin and Amgen shall each bear and pay for their respective costs and expenses regarding the negotiation and preparation of this Agreement and all documents, instruments and agreements related thereto. The actual out-of-pocket cost to form Corporation shall be reimbursed by Corporation to Musick, Peeler &

Garrett promptly after the Closing Date. Costs and expenses incurred by Corporation after the Closing Date shall be paid by Corporation.

19. EXPORT CONTROL LAWS

19.01 Export Law Compliance

The Parties hereby agree that any Technical Data (as that term is defined in Section 379.1 of the U.S. Export Administration Regulations) exported from the United States pursuant to this Agreement and any other related agreements, and any direct product thereof, shall not be shipped, either directly or indirectly, to Afghanistan or any Group P, Q, S, W, Y or Z Countries (as specified in Supplement No. 1 to Part 370 of the Export Administration Regulations), unless (i) separate specific authorization to reexport such Technical Data or such direct products is provided by the U.S. Office of Export Administration or (ii) such specific authorization is not required pursuant to Part 379.8 of the U.S. Export Administration Regulations. The Parties further agree that the export and reexport of commodities pursuant to this Agreement and any other related agreements shall be subject to the licensing requirements of the U.S. Export Regulations.

19.02 Specific Authorization

In the event that a specific authorization of, or a validated license from, a government other than that of the

exporting party is required, Kirin and Amgen each agree that the Party, including (if applicable) Corporation, within the jurisdiction of such other government shall, upon the request of the Party proposing to make the export, use its best efforts to obtain, as expeditiously as applicable, the requisite authorization or license.

20. DISTRIBUTIONS OF CASH

Subject to the terms of Paragraph 21 below, and upon the mutual consent of Kirin and Amgen, distributions (as defined in Section 166 of the California Corporate Securities Act of 1968, as amended) of cash shall be made to Kirin and Amgen in accordance with their respective aggregate capital contributions.

21. DISSOLUTION/LIQUIDATION

21.01 Events of Dissolution

(i) Corporation shall be dissolved upon the mutual written consent of Kirin and Amgen. (ii) Kirin shall have the unilateral right to cause Corporation to be dissolved if the Conversion Event does not take place on or before December 31, 1985. (iii) Corporation may be dissolved for federal and California income tax purposes, but preserved in nominal form for California state law purposes, by either Kirin or Amgen upon the

bankruptcy, receivership or insolvency of the other Party or Corporation, or upon the material breach of this Agreement by the other Party.

21.02 Final Accounting and Tax Returns

Upon the dissolution of Corporation, a complete and accurate accounting shall be made by Corporation's independent certified public accountants from the date of the last previous accounting to the date of dissolution and all required tax returns shall be timely filed in connection therewith.

21.03 Liquidation

Upon the dissolution of Corporation, Kirin and Amgen shall each appoint three (3) individuals who shall jointly act as liquidator to wind up Corporation (collectively "Liquidator"). The Liquidator shall have full power and authority to take full account of Corporation's assets and liabilities and to wind up and liquidate the affairs of Corporation in an orderly and business-like manner as is consistent with obtaining the fair value thereof upon dissolution. Corporation shall engage in no further business thereafter other than as necessary to operate on an interim basis, collect its receivables, pay its liabilities and liquidate its assets. All proceeds from liquidation shall be distributed in the following order of priority: (i) first, to the payment of all creditors of Corporation and the expenses of liquidation; (ii) second, to the establishing of a reserve which the Liquidator deems reasonably necessary for any contingent,

known or unforeseen liabilities or obligations of Corporation; and (iii) third, the balance:

(a) If prior to the occurrence of the Conversion Event, first to Kirin an amount of cash equal to the original price paid to Corporation for its shares upon initial issuance, i.e., ONE DOLLAR (US $1.00) per share, plus three-fourths (3/4ths) of the aggregate interest income earned by Corporation from the Closing Date to the date of such liquidation distribution. Kirin and Amgen agree that Corporation shall not spend more than FOUR MILLION DOLLARS (US $4,000,000.00) prior to the occurrence of the Conversion Event, unless otherwise mutually agreed to in writing.

(b) If after the occurrence of the Conversion Event, Corporation's net assets shall be valued in accordance with the appraisal mechanism set forth in Paragraph 14.03(ii) above. Thereafter, the net assets of Corporation shall be divided between Kirin and Amgen in approximately equal value at the direction of the Neutral Investment Banker.

21.04 Cancellation of Certificates

Upon the completion of the distributions in liquidation of Corporation as provided in this Paragraph 21, Liquidator shall cause the cancellation of all share certificates and shall take such other actions as may be appropriate to finally dissolve and liquidate Corporation.

22. MISCELLANEOUS PROVISIONS

22.01 Notices

All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be mailed to the Party to whom notice is to be given, by telex or facsimile, and confirmed by first class mail, registered or certified, return receipt requested, postage prepaid, and properly addressed as follows (in which case such notice shall be deemed to have been duly given on the third (3rd) day following the date of such sending):

"Kirin"	Kirin Brewery Company, Limited 26-1, Jingumae 6-Chome Shibuya-Ko, Tokyo 150 Japan Telex No. 242-5401 Kirin B J Attn: General Manager of R&D Department
With a copy to:	Musick, Peeler & Garrett One Wilshire Boulevard Suite 2000 Los Angeles, CA 90017 U.S.A. Telex No. 701357 (MPG LAW UD) Attn: Joel S. Marcus, Esq.
"Amgen"	Amgen 1900 Oak Terrace Lane Thousand Oaks, CA 91320 U.S.A. Telex No. 4994440 (AMGEN) Attn: Corporate Secretary

With a copy to: Cooley, Godward, Castro,
Huddleson & Tatum
One Maritime Plaza, 20th Floor
San Francisco, CA 94111
U.S.A.
Telex No. 910-372-7370 Cooley SFO
Attn: Alan C. Mendelson, Esq.

"Corporation" Kirin-Amgen, Inc.
1900 Oak Terrace Lane
Thousand Oaks, CA 91320
U.S.A.
Telex No. 4994440 (AMGEN)
Attn: Corporate Secretary

With a copy to: Musick, Peeler & Garrett
One Wilshire Boulevard
Suite 2000
Los Angeles, CA 90017
U.S.A.
Telex No. 701357 (MPG LAW UD)
Attn: Joel S. Marcus, Esq.

Any Party by giving notice to the others in the manner provided above may change such Party's address for purposes of this Paragraph 22.01.

22.02 Publicity and Disclosure

All notices to third parties and all other publicity concerning the transactions contemplated by this agreement shall be jointly planned and coordinated by and between the Parties hereto.

22.03 Entire Agreement; Amendment

This Agreement (together with all Exhibits attached hereto and all documents and instruments delivered in connection

herewith) constitutes the full and complete agreement and understanding between the Parties hereto and shall supersede any and all prior written and oral agreements concerning the subject matter contained herein. This Agreement may not be modified, amended nor may any provision hereof be waived without a written instrument executed by Kirin, Amgen and Corporation.

22.04 Waiver

No failure or delay by any Party to insist upon the strict performance of any term, condition, covenant or agreement of this Agreement, or to exercise any right, power or remedy hereunder or thereunder or consequent upon a breach hereof or thereof shall constitute a waiver of any such term, condition, covenant, agreement, right, power or remedy or of any such breach or preclude such Party from exercising any such right, power or remedy at any later time or times.

22.05 Enforcement

The shares of stock of Corporation are unique and cannot be readily purchased or sold in the open market. For this reason, among others, the Parties hereto will be irreparably damaged in the event that this Agreement is not deemed to be specifically enforceable, and the Parties hereby agree that this Agreement shall be specifically enforceable. Such remedy shall be cumulative and not exclusive and shall be in addition to any other remedy which the Parties may have.

22.06 Remedies

No right, power or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right, power or remedy or remedies, and each and every right, power and remedy of any Party pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall to the extent permitted by law be cumulative and concurrent, and shall be in addition to every other right, power or remedy pursuant to this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise and the exercise or beginning of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by any Party of any or all such other rights, powers or remedies.

22.07 Headings

Headings in this Agreement are included herein for the convenience of reference only and shall not constitute a part of this Agreement for any purpose.

22.08 Effectiveness

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or effecting the validity or enforceability of such provision in any other jurisdiction.

22.09 Attorneys' Fees and Costs

In the event of any action at law or in equity between the Parties hereto to enforce any of the provisions hereof, the unsuccessful party or parties to such litigation shall pay to the successful party or parties all costs and expenses, including actual attorneys' fees, incurred therein by such successful party or parties; and if such successful party or parties shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees may be included in and as part of such judgment. The successful party shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover his costs shall not recover attorneys' fees.

22.10 Governing Law

This Agreement shall be construed in accordance with the internal laws, and not the law of conflicts, of the State of California applicable to agreements made and to be performed in such state.

22.11 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

22.12 Exhibits

All exhibits attached hereto and referred to herein are hereby incorporated herein as though fully set forth at length.

22.13 Number and Gender

Words in the singular shall include the plural, and words in a particular gender shall include either or both additional genders, when the context in which such words are used indicates that such is the intent.

22.14 Counterparts

This Agreement may be executed in one or more counterparts by the Parties hereto. All counterparts shall be construed together and shall constitute one agreement.

22.15 Agreement to Perform Necessary Acts

Each Party agrees to perform any further acts and execute and deliver any and all further documents and/or instruments which may be reasonably necessary to carry out the provisions of this Agreement and to carry out the business purpose of Corporation.

22.16 Validity

If for any reason any clause or provision of this Agreement, or the application of any such clause or provision in a particular context or to a particular situation, circumstance or person, should be held unenforceable, invalid or in violation of law by any court or other tribunal, then the application of such clause or provision in contexts or to situations, circumstances or persons other than that in or to which it is held unenforceable, invalid or in violation of law shall not be affected thereby, and the remaining clauses and provisions hereof shall nevertheless remain in full force and effect.

22.17 Representations

Each of the Parties hereto acknowledges and agrees (i) that no representation or promise not expressly contained in this Agreement has been made by any other Party hereto or by any of his or its agents, employees, representatives or attorneys; (ii) that this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, covering the subject matter hereof, other than those which are set forth expressly in this Agreement; and (iii) that each has had the opportunity to be represented by counsel of its own choice in this matter, including the negotiations which preceded the execution of this Agreement.

22.18 Force Majeure

Any Party shall be excused for failures and delays in performance of its respective obligations under this Agreement caused by war, riots or insurrections, laws and regulations (including, without limitation, imposition of export restrictions or controls), strikes, floods, fires, explosions or other catastrophes beyond the control and without the fault of such Party. This provision shall not, however, release such Party from using its best efforts to avoid or remove such cause and such Party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse

or delay for non-performance, such Party shall give prompt written notice thereof to the other Party.

22.19 Expansion of Business

The Parties contemplate that there may be additional opportunities for mutual development of other products or areas of interest by Corporation. At any time either Amgen or Kirin may suggest that such other opportunities be further discussed.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives in the manner legally binding upon them.

KIRIN BREWERY COMPANY, LIMITED, a Japanese corporation

By /s/ Shinkichi Kubo
Shinkichi Kubo
Its Managing Director

AMGEN, a California corporation

By /s/ George B. Rathmann
George B. Rathmann
Its President

KIRIN-AMGEN, INC., a California corporation

By
Its

EXHIBIT SCHEDULE

EXHIBIT	DESCRIPTION	PARAGRAPH
A	Transferred Technology.....	1.05
B	Assignment and License Agreement.....	1.05
C	Development and Supply Agreement.....	1.09
D	Articles of Incorporation.....	2.04
E	Bylaws of Corporation.....	2.05
F	Legal Conflicts Letter.....	2.09
G	Arthur Young and Company	
	Engagement Letter.....	2.10
H	Kirin/Kirin-Amgen, Inc	
	Services Agreement.....	8.03.6
I	Amgen/Kirin-Amgen, Inc	
	Services Agreement.....	8.03.6
J	Kirin/Kirin-Amgen, Inc	
	License Agreement.....	8.03.7
K --	Amgen/Kirin-Amgen, Inc	
	License Agreement.....	8.03.8

TRANSFERRED TECHNOLOGY

The Transferred Technology is embodied in at least the following documents:

(1) The ASSIGNMENT relating to U.S. Patent Application Ser. No. 561.024, filed December 13, 1983, entitled "Recombinant Methods and Materials Applied to Microbial Expression of Erythropoietin", recorded in the Patent and Trademark Office on Reel 4217, Frame 916. [And related know-how]

(2) The ASSIGNMENT relating to U.S. Patent Application Ser. No. 463.724, filed February 4, 1983, entitled "ATCC HB8209 and Its Monoclonal Antibody to Erythropoietin", recorded in the Patent and Trademark office on Reel 4110, Frame 763. [And related know-how]

[Full Description]

EXHIBIT "A"

ASSIGNMENT AND LICENSE AGREEMENT

THIS ASSIGNMENT AND LICENSE AGREEMENT ("Agreement") is made this day of , 1984, by and between AMGEN, a California corporation ("Amgen"), in favor and for the benefit of, and with KIRIN-AMGEN, INC., a California corporation ("Company") pursuant to to terms and conditions of that certain Shareholders' Agreement, dated May 11, 1984, by and among Amgen, Company and Kirin Brewery Company, Ltd., a Japanese corporation ("Shareholders' Agreement").

RECITALS

WHEREAS, Amgen, Kirin and the Company have entered into the Shareholders' Agreement with respect to the formation of the Company to engage in the development, manufacture, production and sale of EPO products (as defined in the Shareholders' Agreement) for human therapeutic use in the Field of Activity (as defined in the Shareholders' Agreement);

WHEREAS, in connection with the formation of the Company and the issuance of certain Common Stock of the Company to Amgen under Section 351 of the Internal Revenue Code of 1954, as amended, Amgen is willing to transfer certain technology (the "Transferred Technology", as hereinafter defined) to the Company and license certain other technology (the "Core Technology", as

hereinafter defined) to the Company for use in the Field of Activity, as hereinafter defined, all in accordance with the Shareholders' Agreement;

NOW, THEREFORE, in partial consideration (along with cash payable by Amgen to the Company) of the sale and issuance to Amgen of twelve million (12,000,000) shares of Common Stock of the Company pursuant to the Shareholders' Agreement, Amgen and the Company hereby agree as follows:

ARTICLE I

TRANSFER AND LICENSE OF TECHNOLOGY

1.01 Assignment of Transferred Technology. Amgen hereby transfers and assigns to the Company, perpetually and irrevocably, all of its right, title and interest in and to the Transferred Technology, as more specifically set forth in Schedule A attached hereto, and agrees to execute all documents necessary to effectuate such transfer and assignment to the Company, including but not limited to an assignment of patents and intangibles to be recorded with the United States Patent and Trademark Office. -

1.02 License of Core Technology. Amgen hereby grants to the Company a royalty-free, exclusive right and licence throughout the world under all Core Technology, as further

defined below, solely with respect to its direct application to the Field of Activity.

1.03 Right to Sublicense the Core Technology. Amgen also hereby grants
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to the Company royalty-free the right to grant sublicenses within and limited to the scope of the right and license granted to the Company in Section 1.02 only, (a) to Kirin under that certain License Agreement between the Company and Kirin, dated of even date herewith, (b) to any subsidiary of the Company, (c) to a single manufacturer of EPO in addition to Kirin and Amgen for the account of the Company outside of the Amgen Territory and Kirin Territory, and (d) to licensees of the Company under patents, know-how or materials owned by the Company to the extent such licensees require any such sublicense in order to practice the patents or know-how or to use the materials that are the subject of the license from the Company, provided, however, that no sublicense shall be granted under clause (d) hereof without the prior written consent (not to be unreasonably withheld) of Amgen. Any sublicensees of the Company shall undertake in writing to be bound by the provisions of Sections 3.01 and 3.02 hereof to the same extent the Company is bound. The Company shall notify Amgen of the identity of each sublicensee to whom a sublicense is granted and provide Amgen a true and correct copy of such sublicense. In the event that the license granted to the Company is terminated at any time, Amgen shall have the option to terminate or to have the Company assign

to Amgen, retroactive to such termination, any sublicenses granted hereunder by the Company to any subsidiary of the Company. The Company shall include in all its sublicenses granted hereunder to any subsidiary of the Company provisions for such termination and assignment.

1.04 Limitations. No right or license is granted to the Company hereunder except as expressly specified in Sections 1.01, 1.02 and 1.03 hereof.

ARTICLE II

DEFINITIONS

2.01 Incorporation by Reference. The definitions of terms contained in the Shareholders' Agreement are hereby incorporated by reference.

ARTICLE III

DISCLOSURE OF CORE TECHNOLOGY

3.01 Limitation on Usage. Except as expressly authorized by this Agreement or by other written consent of Amgen, for the term of this Agreement and thereafter, the Company shall not deliver, transmit or provide to any person other than to a sublicensee under a license granted in accord in Section 1.03, and shall not use, any of the Core Technology owned by Amgen, or

authorize, cause or aid anyone else to do so. Except as provided in Section 1.03 above, nothing in this Agreement shall be deemed to give the Company any right or license to use or to replicate or reproduce any of the Core Technology owned by Amgen, or to authorize, aid, or cause others so to do.

3.02 Survival. The obligation of confidentiality imposed by the foregoing Section 3.01 shall survive termination of this Agreement for any reason whatsoever.

ARTICLE IV

PATENT, COPYRIGHT AND TRADE SECRET ENFORCEMENT

4.01 Enforcement. Amgen shall have the right to bring, defend and maintain, and the Company shall have the right, but not the obligation, to join in, any appropriate suit or action involving infringement of any patents or copyrights, misappropriation of any trade secrets or interference with any Core Technology licensed to the Company in the Field of Activity pursuant to this Agreement. If Amgen declines to enforce any patent, trade secret or other right, then in such event, the Company and Kirin shall each have the right, but not the obligation to bring any such action.

ARTICLE V

PATENT APPLICATIONS AND COPYRIGHT REGISTRATIONS

5.01 Applications. Amgen shall have the obligation of prosecuting and maintaining in force patent applications or patents and copyright registrations or copyrights, if any, of the Core Technology, and any costs thereby incurred shall be borne by Amgen.

ARTICLE VI

DISCLAIMER OF INDEMNIFICATION

6.01 Disclaimer of Warranties. AMGEN EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE TRANSFERRED TECHNOLOGY AND LICENSED TECHNOLOGY TO BE FURNISHED BY AMGEN TO THE COMPANY HEREUNDER.

ARTICLE VII

TERM AND TERMINATION

7.01 Term. This Agreement (including the license and rights granted under Sections 1.02 and 1.03 hereof) shall come into effect as of the date hereof and shall remain in full force

and effect until the earlier of (a) the liquidation or dissolution of the Company, or (b) termination pursuant to Section 7.02.

7.02 Default. In the event that the Company or Amgen (the "Defaulting Party") shall (a) default in a material obligation hereunder and fail to remedy such default within sixty (60) days after such default shall have been called to its attention by notice from the non-breaching party, (b) become bankrupt or insolvent, or file a petition in bankruptcy or make a general assignment for the benefit of creditors or otherwise acknowledge insolvency, or be adjudged bankrupt, (c) go or be placed in a process of complete liquidation other than for an amalgamation or reconstruction, or (d) suffer the appointment of a receiver for any any substantial portion of its business who shall not be discharged within sixty (60) days after his appointment, then, and in any such event, the non-breaching party, at its option, may terminate its obligations to and the rights of the Defaulting Party under the license to the Licensed Technology granted under this Agreement upon ten (10) days' written notice to the Defaulting Party, which termination shall be effective as of the occurrence of the event giving rise to the option to terminate.

7.03 Continuing Obligations. Notwithstanding the termination of a party's obligations to or the rights of the Defaulting Party under this Agreement in accordance with the provisions of Section 7.01 or 7.02, the provisions of Sections 3.01 and 3.02, this Section 7.03 and Article VIII hereof shall

survive such termination and continue in full force and effect for an indefinite term. Upon termination of this Agreement for any reason, and without limitation of other remedies, the Company shall immediately return to Amgen (to the extent such return is technically feasible) all materials relating to the Core Technology in the possession of the Company or its subsidiaries, or of which the Company shall have the right to regain possession or, at the sole election of Amgen, shall destroy such material (to the extent technically feasible).

ARTICLE VIII

CONSISTENCY WITH SHAREHOLDERS' AGREEMENT

8.01 Shareholders' Agreement. This assignment of the Transferred Technology and license of the Licensed Technology is granted pursuant to the Shareholders' Agreement and shall be governed by the provisions thereof to the extent applicable.

ARTICLE IX

CONSENTS AND APPROVALS

9.01 Best Efforts. The parties hereto shall use their best efforts to obtain as soon as practicable any and all consents, approvals,-orders or authorizations required to be obtained from any governmental authority with respect to the provisions hereof.

ARTICLE X

NOTICE

10.01 Company Notice. All materials to the Company under this Agreement shall be in writing and sent to:

Kirin-Amgen, Inc.
1900 Oak Terrace Lane
Thousand Oaks, CA 91320
Attn: Corporate Secretary

With a copy to: Musick, Peeler & Garrett
One Wilshire Boulevard, Suite 2000
Los Angeles, CA 90017
Attn: Joel S. Marcus, Esq.

10.02 Amgen Notice. All notices to Amgen under this Agreement shall be in writing and sent to:

Amgen
1900 Oak Terrace Lane
Thousand Oaks, CA 91320
Attn: Corporate Secretary

With a copy to: Alan C. Mendelson, Esq.
Cooley, Godward, Castro,
Huddleson & Tatum
5 Palo Alto Square
Suite 400
Palo Alto, CA 94306

10.03 Changes. The addresses given above may be changed by notice as specified above.

10.04 Notice Deemed Given. Notices required or permitted hereunder and sent as specified above shall be deemed given (a) immediately upon personal delivery, (b) one (1) busi-

ness day after notice given by telegram or telex, and (c) ten (10) business days after the date of posting notice, sent by registered or certified mail.

ARTICLE XI

MISCELLANEOUS

11.01 Entire Agreement. This Agreement, together with any other written agreements between the parties hereto, set forth the entire agreement of the parties with respect to the subject matter hereof and may not be modified except by a writing signed by authorized representatives of the parties hereto.

11.02 Headings. Article and section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

11.03 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute but one and the same instrument.

11.04 Force Majeure. It is agreed that each of the parties hereto is excused from performing such acts as are required hereunder as may be prevented by or whose purpose is

frustrated by Force Majeure. The party so affected shall give notice to the other party in writing promptly and thereupon shall be excused from such of its obligations hereunder as it is unable to perform on account of the Force Majeure throughout the duration thereof plus a period of thirty (30) days.

11.05 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11.06 Assignment on Written Consent. This Agreement may not be assigned in whole or in part by Amgen or the Company, except with the prior written consent of the other party.

11.07 Severability. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and/or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. In such event, such invalid provision or provisions shall be validly reformed to as nearly approximate the intent of the parties as possible and if unreformable, shall be severed and deleted from this Agreement.

11.08 No Waiver. No failure or delay on the part of either party in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any

other or further exercise thereof or the exercise of any other right, power or remedy hereunder or the remedies provided by law.

11.09 Trademarks and Tradenames. Amgen grants no rights to the Company in any trademarks or tradenames of Amgen or of any of its respective subsidiaries or affiliated companies.

11.10 Indemnity. The Company hereby (a) releases Amgen from any obligation to defend, indemnify or save the Company and its agents and employees harmless from and (b) agrees to defend, indemnify and save Amgen harmless from any and all cost, expenses (including attorneys' fees), liabilities, damages and claims for any injury or death to persons or damage to or destruction of property, or other loss, arising out of or in connection with any product made, used or sold by the Company or the use by the Company of any Transferred or Licensed Technology furnished pursuant to any provision hereunder.

11.11 Other Agreements. Any other provision of this Agreement notwithstanding, nothing in this Agreement shall obligate Amgen to disclose to the Company any information or to make available to the Company any materials in violation of an obligation of secrecy or a limitation of use imposed by a third party from whom such information or materials shall have been received.

IN WITNESS WHEREOF, Amgen and the Company have caused this Agreement to be executed by their duly authorized represent-

atives in the manner legally binding on them as of the date first above written.

AMGEN, a California corporation

By

Its

KIRIN-AMGEN, INC., a California corporation

By

Its

TRANSFERRED TECHNOLOGY

Schedule "A"

DEVELOPMENT AND SUPPLY AGREEMENT

THIS DEVELOPMENT AND SUPPLY AGREEMENT ("Agreement") is made this - day of -, 1984, by and among AMGEN, a California corporation, ("Amgen"), KIRIN BREWERY COMPANY, LTD., a Japanese corporation, ("Kirin"), and KIRIN-AMGEN, INC., a California corporation ("Company").

RECITALS

WHEREAS, Amgen, Kirin and the Company have entered into that certain Shareholders' Agreement, dated May 11, 1984 ("Shareholders' Agreement"), with respect to the formation of the Company to engage in the development, manufacture, production and sale of EPO products (as defined in the Shareholders' Agreement) for human therapeutic use in the Field of Activity (as defined in the Shareholders' Agreement).

WHEREAS, Amgen has assigned to the Company, perpetually and irrevocably, certain current proprietary technology possessed by Amgen relating specifically to EPO;

EXHIBIT "C"

WHEREAS, the Company desires to have Amgen and Kirin conduct further development work with respect to the improvement and commercial development of the EPO Technology, as hereinafter defined, and Amgen and Kirin desire to conduct such development work;

WHEREAS, Amgen's and Kirin's research and development work within and without the Development Program (as hereinafter defined) may provide certain EPO Technology as hereinafter defined, relating to and useful in the Field of Activity;

WHEREAS, Amgen, Kirin and the Company wish to provide for a means by which they can jointly utilize the fruits of their activities in the Field of Activity;

WHEREAS, the work to be conducted hereunder may require materials, including the EPO Organisms (as hereinafter defined), which may be developed or have previously been developed by Amgen, and Amgen is willing to furnish such materials to the Company, the Company is willing to furnish such materials to Kirin, and the Company and Kirin desire to receive such materials.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

DEFINITIONS

1.01 Incorporation by Reference: The definitions of terms contained in the Shareholders' Agreement are hereby incorporated by reference.

1.02 Term of Support. The period beginning on the date of the Shareholders' Agreement, among Amgen, Kirin and the Company, and ending on the earlier of (a) the date which is ten (10) years from the date of such Shareholders' Agreement, (b) the liquidation of the Company, or (c) the earlier completion of the Development Program as contemplated by Article II hereof.

ARTICLE II

DEVELOPMENT PROGRAM

2.01 Development Program.

(a) Amgen and Kirin hereby agree to conduct on behalf of the Company, on an accelerated and coordinated basis, development, toxicology, dosage studies, pre-clinical studies, clinical trials and product registration for the purpose of securing all approvals (governmental or otherwise) necessary for the Parties to engage in the Field of Activity and manufacture and sell EPO in their respective Territories, as defined in the Shareholders' Agreement. During the Term of Support, Amgen and

Kirin shall each make reasonably available to the Company its technical personnel and facilities required to perform such scientific and development projects relating to the Field of Activity as the Company requests and as Amgen and Kirin may agree from time to time. Amgen and Kirin may each have others perform or assist in performing the work under the Development Program; provided, however, that Amgen and Kirin shall cause such other parties to be bound by all the provisions hereof as if they were parties hereto.

(b) Amgen hereby agrees to use its best efforts to complete, as part of the Development Program, the development of commercial manufacturing scale production of EPO in one Expression System; provided, however, that Amgen may conduct work as part of the Development Program on the development of more than one of such Expression Systems and shall be compensated by the Company for all such work hereunder.

(c) Compensation for development work to be performed by Amgen shall be paid in accordance with the provisions of-Section 2.03 hereof.

(d) Notwithstanding the foregoing, no research performed by Amgen in developing the EPO Organisms shall be considered to be part of, or be compensated under, the Development Program pursuant to this Agreement, unless otherwise mutually agreed by Amgen and Kirin.

2.02 Development Plan. Upon commencement of the Development Program
(no later than thirty (30) days after the date of this Agreement), and no less frequently than quarterly thereafter, the Parties shall meet to formulate a detailed plan for development projects to be performed by Amgen or Kirin, or both, during the course of the Development Program. The plan shall identify the technical problems involved and the general outline of experiments to be carried out, an estimate of the personnel and equipment to be contributed by each of Amgen and Kirin, a detailed budget setting forth the total estimated costs of each required to perform the work and, where possible, the nature of the work to be performed by each. Upon the agreement of Amgen and Kirin to such plan, a copy of the plan agreed to shall be made a part of this Agreement, and the preliminary outline of such plan is attached hereto; provided, that such plan may be modified or amended at any time by mutual agreement of the Parties. If any Party desires, at any time, to modify the development plan with respect to an existing project or to establish a new project to be undertaken by the Parties under the plan, it may notify the other Parties of such desire and the Parties will promptly meet to consider such request in good faith; provided, however, that any such modification or amendment shall be mutually agreed upon. Amgen and Kirin shall diligently conduct the development projects agreed upon and shall use their best efforts to reach the goals of the development projects

agreed to. Amgen and Kirin shall each prepare and supply to the Company written progress reports at the end of each three (3) month period. Each Party shall consult with the other Parties from time to time on the progress of the development projects and shall permit any other Party to visit its laboratories to observe the development work, to the extent reasonably required to coordinate and effectively conduct related development work. The Development Program shall initially be conducted with respect to the Field of Activity; provided, however, that the Parties may mutually agree upon additional activities and projects to be carried out in the Development Program.

2.03 Expenses. The Company shall pay to Amgen and Kirin, respectively, a per hour unit amount calculated on the basis oftotal costs incurred by Amgen and Kirin in conducting work under the Development Program plus a reasonable profit not to exceed five percent (5%). The per hour rate shall be determined for all research scientists and associates on an annual basis by mutual agreement of Amgen and Kirin, and such agreed upon rate per man hour shall be utilized by both Amgen and Kirin. For the period commencing on the date hereof and ending December 31, 1984, the per hour rate for such research scientists and associates shall be as set forth in the preliminary outline to be attached hereto pursuant to Section 2.02 hereof. Thereafter, the mutually agreed upon rate for such research scientists and associates of Amgen and Kirin shall be determined for each year

commencing January 1, 1985 not later than the 31st day of January of each such year. At the end of each calendar month Amgen and Kirin shall each submit a written statement to the Company setting forth the number of man hours of work performed by such Party during such calendar month. Upon receipt of such statement and after-a reasonable period to allow for review thereof, the Company shall promptly pay Amgen and Kirin an amount equal to the total costs incurred by such Party in conducting the development projects for such month. Amgen and Kirin shall keep correct and complete records containing all information required for deter mination of costs to be paid hereunder for periods of not less than three (3) years and shall permit such books and records to be inspected and audited during reasonable business hours by a certified public accountant selected by the Company, to the extent necessary to verify such report. The Parties hereby acknowledge that any such work under the Development Program to be performed by Amgen and Kirin, respectively, for the Company shall be as independent contractors, and the Company shall not incur any direct obligations for the remuneration or other expenses (and relevant reporting obligations) of any employee of Amgen or Kirin by virtue of such employee's participation in the Development Program.

2.04 Disclosure of EPO Technology.

(a) For purposes of advancing the Development Program, Amgen and Kirin shall disclose to each other and the Company such of their respective information, including that on

inventions, relative to the Field of Activity (whether or not previously assigned or licensed to the Company by any Party hereunder and therefore already included as part of the EPO Technology) and available prior to the undertaking hereunder of the Development Program, as the disclosing Party in its reasonable discretion believes will be useful in furtherance of the Development Program and which it has the right to disclose. To further promote the purposes of the Development Program, each Party shall actively collaborate with the other Parties by disclosing to all other Parties on a regular and periodic basis such technical and other information developed by such Party as may be included in the definition of EPO Technology hereunder and the Company authorizes such disclosure amongst the Parties hereunder without regard to the restrictions on such disclosure which may otherwise be imposed by the License Agreements and this Agreement. In order to further facilitate the effective commercial development, registration, manufacture and marketing of EPO within the Field of Activity, the Parties shall permit representatives of any other Party to inspect its facilities and all technical reports, memoranda and other documents directly relating to the Development Program, and to make copies of any and all such reports, memoranda and other documents; provided, however, that the rights hereunder shall not extend beyond the EPO Technology and shall be limited solely to such information that has been actually used by a Party for the production and further development of EPO. Each of Amgen and Kirin acknowledge

that any such technical and other information disclosed hereunder shall be included in the definition of EPO Technology and agree that any such technical and other information so received shall not otherwise be disclosed except as permitted by this Agreement or the aforementioned License Agreements.

(b) Upon commencement of the Development Program, Amgen agrees to supply Kirin and the Company with sufficient technical information and assistance to (i) assess the progress of its product and process development work during the course of the Development Program, and (ii) instruct and assist Kirin in utilizing its rights in the EPO Technology, and the Parties shall establish mutually agreeable development milestones which shall be reviewed no less frequently than annually during the term of the Development Program. Any technical information supplied by any Party to another hereunder shall remain confidential and shall thereafter be deemed EPO Technology for purposes hereof.

2.05 Technical Assistance.

(a) Amgen shall furnish to Kirin at Kirin's request the services of personnel of Amgen or its agents, hereinafter in this Section 2.06 referred to Amgen's "personnel", to give technical assistance and information for the start-up of a manufacturing facility for EPO. Such facility shall be constructed and said EPO shall be manufactured by Kirin with the use of EPO Technology furnished to Kirin hereunder and the use of which is authorized hereunder. It will be Kirin's responsibility to provide Amgen's personnel with suitable working quarters and

adequate clerical and other assistance in order to facilitate the performance of their services.

(b) Such service shall be available to Kirin at reasonable locations and times and for reasonable intervals agreeable to Amgen.

(c) Amgen shall without charge and in addition to the provisions set forth above, provide training, relating to the subject hereof, at Amgen's plant to personnel of Kirin, at Kirin's request. Such training shall be available to Kirin, at reasonable times, and for reasonable intervals, agreeable to Amgen.

(d) Promptly after the date of this Agreement, Amgen and Kirin shall each appoint an employee to administer activities and performance under this Section 2.05 and will notify each other of the name, address and telephone number of such employee. All requests for services under this Section 2.05 and arrangements for providing services will be coordinated by such appointed employees.

(e) Amgen and Kirin shall at all times retain the administrative supervision of their respective personnel.

(f) Kirin shall pay to Amgen for the work performed pursuant to Sections 2.04 (b) and this Section 2.05, including travel time outside of the Continental United States, at the rate determined in accordance with the provisions of Section 2.03 hereof. Kirin shall also reimburse Amgen for actual

expenditures for travel, living and other expenses incurred by Amgen's personnel performing services under Section 2.04 (b) and this Section 2.05(f). Amgen shall render to Kirin invoices for all payments to be made under this Section 2.05, and Kirin shall make payment of all amounts so billed within thirty (30) days after date of invoice. Any information which may be disclosed to personnel of Kirin by Amgen's personnel in the course of their performance under this Section 2.05 shall be deemed to be EPO Technology furnished to Kirin.

(g) All of Amgen's obligations under this Section 2.05 shall terminate effective with any termination of the rights of Kirin pursuant to Article VI of this Agreement without affecting any of Amgen's obligations under any other Article.

2.06 Kirin Technical Assistance. To the extent that Amgen requests and Kirin supplies Amgen with technical assistance, Amgen shall pay Kirin in accordance with the provisions of Section 2.05 (f) and any information disclosed to personnel of Amgen by Kirin's personnel hereunder shall be deemed to be EPO Technology furnished to Amgen.

ARTICLE III

RECORDS; CONFIDENTIALITY

3.01 Records. Amgen and Kirin shall each keep and maintain complete and accurate records of all work done in

connection with the Development Program. All such records shall be available to the Company at all reasonable times for examination and copying at the Company's expense.

3.02 Confidentiality. Except to the extent expressly authorized by this Agreement and as contemplated by the Shareholders' Agreement or by other prior written consent of the disclosing Party, for the term of this Agreement and thereafter, each receiving Party shall keep completely confidential and shall not public or otherwise disclose to others and shall not use any secret or confidential EPO Technology disclosed or provided to the receiving Party by the disclosing or providing Party; provided, however, that each of Kirin and Amgen shall have the right to use such EPO Technology provided by the other in course of its participation in the Development Program. For the purposes of this Agreement, EPO Technology shall be deemed not secret or confidential to the extent, and only to the extent, that it:

(a) was known to the receiving Party at the time of its disclosure and not previously subject to any obligation of confidentiality;

(b) was generally available to the public or was otherwise part of the public domain at the time of its disclosure;

(c) became generally available to the public or became otherwise part of the public domain after its disclosure and other than through

any act or omission of the receiving Party in breach of this Agreement; or

(d) became known to the receiving Party after its disclosure (i) from a source other than the disclosing Party (including from independent development by the receiving Party),

(ii) other than from a third party who had an obligation to the disclosing Party not to disclose such information to others, and

(iii) other than under an obligation of confidentiality.

Each receiving Party may disclose any EPO Technology to the extent such disclosure is necessary to the receiving Party to comply with laws or regulations, or to make, use or sell under any license under such EPO Technology from the disclosing Party or to sublicense others to do so, provided that the Party intending to make any such disclosure shall give the other Parties reasonable advance notice of such proposed disclosure or delivery, shall use its best efforts to secure confidential treatment of the EPO Technology to be disclosed and shall advise the other parties in writing of the manner in which that was done.

3.03 Employee Assignments. Amgen and Kirin each represent that with respect to each of its employees and agents who is or may be engaged in work under the Development Program,

it will use its best efforts to obtain (a) an agreement to disclose and assign to the Company, or its nominee or nominees, without expense to the Company, all inventions made by such employee or agent during the course of his employment or association with the Development Program, and (b) execution, acknowledgment and delivery by such employee or agent of all papers, including applications for patents, that may be necessary to obtain patents for said inventions in any and all countries and to vest title thereto in the Company (and an agreement by such employee or agent to do all acts possible to assist the Company in establishing and enforcing its aforementioned rights to such inventions).

ARTICLE IV

FILING AND MAINTENANCE OF PATENTS

4.01 Filing and Maintenance of Patents. The Company shall, in consultation with Amgen and Kirin, file such patent applications as are reasonably required to exploit any EPO Technology and thereafter shall use reasonable diligence, under the circumstances, to prosecute and maintain in force any resulting patent rights.

ARTICLE V

PATENT SUITS AND ACTIONS

5.01 Rights of the Company. The Company shall have the right to bring, defend and maintain any appropriate suit or action for infringement in the Fieldof Activity of any EPO Technology patent covering only the making, use or sale of products in the Field of Activity. If the Company finds it necessary to join Amgen or Kirin in such suit or action, Amgen or Kirin shall execute all papers and perform such other acts as may be reasonably required and may, at its option, be represented by counsel of its choice. The Company shall pay to Amgen and Kirin their reasonable expenses (excluding attorneys' fees) in connection with any such suit or action. Any amount recovered in any such action or suit, whether by judgment or settlement, shall be paid to or retained entirely by the Company.

5.02 Maintenance of Action. The rights of the Parties with respect to the initiation or defense of any suit or action relating to any material infringement in the Field of Activity of any patent within the EPO Technology covering the making, use or sale of products both within and outside the Field of Activity shall be governed by the applicable provisions of the License Agreements.

ARTICLE VI

TERM AND TERMINATION

6.01 Term of Development Program. Unless sooner terminated, the Development Program (including all rights and obligations of Article II hereof) shall continue until expiration of the Term of Support.

6.02 Term of Agreement. This Agreement shall come into effect as of the date hereof and shall remain in full force and effect until the earlier of (a) the liquidation or dissolution of the Company or (b) termination pursuant to Section 6.03.

6.03 Default. In the event that a Party (the "Defaulting Party") shall (a) fail to make any payment under the License Agreement when and as due, after notice to such defaulting Party and failure to cure within sixty (60) days of such notice, or otherwise materially default in a material obligation hereunder and fail to remedy such default within sixty (60) days after such default shall have been called to its attention by notice of another Party, (b) become bankrupt or insolvent, or file a petition in bankruptcy or make a general assignment for the benefit of creditors or otherwise acknowledge insolvency, or be adjudged bankrupt, (c) go or be placed in a process of complete liquidation other than for an amalgamation or reconstruction, or (d) suffer the appointment of a receiver for any substantial portion of its business who shall not be discharged

within sixty (60) days after his appointment, then, and in any such event, any other Party, at its option, may terminate its obligations to and the rights of the Defaulting Party under this Agreement upon ten (10) days' written notice to the Defaulting Party, which termination shall be effective as of the occurrence of the event giving rise to the option to terminate.

6.04 Survival. Notwithstanding the termination of a Party's
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obligations to or the rights of the Defaulting Party or other party under this Agreement in accordance with the provisions of Sections 6.02 or 6.03, the provisions of Section 3.02 and Article VIII hereof shall survive such termination and continue in full force and effect for an indefinite term.

ARTICLE VII

SUPPLY ARRANGEMENTS

7.01 Supply of EPO Organisms. Amgen agrees to supply to the Company
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for the ultimate use by Kirin and the Company, as requested, with sufficient amounts of EPO required for Kirin and the Company to carry out the goals and purposes of the Development Program. The Company agrees to pay Amgen and/or Kirin for the EPO that is to be supplied by Amgen and Kirin, respectively, hereunder in the manner set forth in Article II above. Amgen and Kirin shall also be free to produce sufficient

amounts of EPO for its respective use in carrying out the goals and purposes of the Development Program.

7.02 Delivery Specifications.

(a) The Company may, by letter, telex or other means, deliver to Amgen delivery specifications providing specific information regarding EPO which the Company is interested in obtaining. Each delivery specification shall specify: (1) quantity; (2) requested delivery schedule; (3) packaging and marking requirements; (4) method of shipment; (5) place of delivery and acceptance; and (6) any other information necessary to prepare the proposal.

(b) Amgen shall, and after delivery of each such delivery specification by the Company, furnish the Company with a written proposal providing specific information regarding items which the Company is interested in obtaining. Such proposal shall include: (i) unit and total price or fee for use for items; (ii) delivery schedule; (iii) duration of the proposal; (iv) terms and conditions regarding dissemination and use of the items; and (v) any other information, requested by the Company and deemed essential to the proposal by Amgen. Orders placed pursuant to a proposal are termed "Proposal Orders." Issuance of a Proposal Order by Amgen and receipt by Amgen of written notification of acceptance of the Proposal Order by the Company shall create a binding agreement for furnishing the items specified therein.

(c) On Proposal orders, the charges paid by the Company for items shall be those charges set forth in the proposal under which such order is being placed. Amgen shall exercise reasonable efforts to provide the Company with thirty (30) days advance notice of changes in prices and use fees for items.

(d) Charges quoted pursuant to this Article VII will be in United States dollars and invoices shall be payable in United States currency within thirty (30) days of delivery.

7.03 Limitations on Use. Any EPO and EPO Organisms supplied hereunder shall be used solely for the pursuit of the goals and purposes of Development Program and any limitation on such usage contained in the License Agreements shall be construed consistent herewith.

ARTICLE VIII

MISCELLANEOUS

8.01 Assignment. This Agreement may not be assigned in whole or in part by any Party, except with the prior written consent of the other Parties.

8.02 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all previous negotiations, commitments and writings.

8.03 Amendment or Modification. This Agreement may not be modified or amended except by a writing duly signed by the authorized representatives of the Parties. Any condition or provision of or in any document or communication whatsoever, other than a writing amending or modifying this Agreement in accordance with the first sentence of this Section 8.03, shall be deemed inapplicable to the obligations between the Parties hereto.

8.04 Severability. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and/or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. In such event such provision or provisions shall be validly reformed to as nearly approximate the intent of the Parties as possible and if unreformable, shall be severed and deleted from this Agreement.

8.05 No Waiver. No failure or delay on the part of either Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or provided by law.

8.06 Trademarks and Tradenames. No party grants any rights under this Agreement to any other Party in any trademarks

or tradenames of such Party, or of any of their respective Subsidiaries or affiliated companies.

8.07 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.08 Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be mailed to the Party to whom notice is to be given, by telex or facsimile, and confirmed by first class mail, registered or certified, return receipt requested, postage prepaid, and properly addressed as follows (in which case such notice shall be deemed to have been duly given on the third (3rd) day following the date of such sending):

"Kirin"	Kirin Brewery Company, Limited 26-1, Jingumae 6-Chome Shibuya-Ko, Tokyo 150 Japan Telex No. 242-5401 Kirin B J Attn: General Manager of R&D Department
With a copy to:	Musick, Peeler & Garrett One Wilshire Boulevard Suite 2000 Los Angeles, CA 90017 U.S.A. Telex No. 701357 (MPG LAW UD) Attn: Joel S. Marcus, Esq.

"Amgen"	Amgen 1900 Oak Terrace Lane Thousand Oaks, CA 91320 U.S.A. Telex No. 499-9315 (AMGEN) Attn: Corporate Secretary
With a copy to:	Cooley, Godward, Castro, Huddleson & Tatum One Maritime Plaza, 20th Floor San Francisco, CA 94111 U.S.A. Telex No. 910-372-7370 Cooley SFO Attn: Alan C. Mendelson, Esq.
"Corporation"	Kirin-Amgen, Inc. 1900 Oak Terrace Lane Thousand Oaks, CA 91320 U.S.A. Telex No. 499-9315 (AMGEN) Attn: Corporate Secretary
With a copy to:	Musick, Peeler & Garrett One Wilshire Boulevard Suite 2000 Los Angeles, CA 90017 U.S.A. Telex No. 701357 (MPG LAW UD) Attn: Joel S. Marcus, Esq.

Any Party by giving notice to the others in the manner provided above may change such Party's address for purposes of this Paragraph 8.08.

8.9 Headings. Article and Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

8.10 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute but one and the same instrument.

8.11 No Warranties. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

8.12 Indemnity. The Company hereby (a) releases Amgen and Kirin from any obligation to defend, indemnify or save the Company and its agents and employees harmless from and (b) agrees to defend, indemnify and save Amgen and Kirin harmless from any and all costs, expenses (including attorneys' fees), liabilities, damages and claims for any injury or death to persons or damage to or destruction of property, or other loss arising out of or in connection with any product made, used or sold by the Company or the use by the Company of any EPO Technology or EPO Organisms furnished pursuant to any provision hereunder, or otherwise arising out of or related to the performance of this Agreement.

8.13 Force Majeure. It is agreed that each of the Parties hereto is excused from performing such acts as are required hereunder as may be prevented by or whose purpose is frustrated by Force Majeure. The Party so affected shall give notice to the other Party in writing promptly and thereupon shall

be excused from such of its obligations hereunder as it is unable to perform on account of the Force Majeure throughout the duration there-of plus a period of thirty (30) days.

8.14 Other Agreements. Any other provision of this Agreement notwithstanding, nothing in this Agreement shall obligate Kirin or Amgen to disclose to the Company any information or to make available to the Company any materials in violation of an obligation of secrecy or a limitation of use imposed by a third party from whom such information or materials shall have been received.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives in the manner legally binding upon them as of the date first above written.

AMGEN

By
President

KIRIN BREWERY COMPANY, LTD.

By

KIRIN-AMGEN, INC.

By

OUTLINE OF

PRELIMINARY R & D PLAN FOR EPO

1. A reliable RIA will be established to be used for, but not limited to, preclinical and clinical evaluation of EPO levels in patient's serum. Estimated cost is $200,000. Period 1984.

2. A sufficient quantity of EPO will be purified from urine. This EPO will be used as a standard for RIA, for iodination for the RIA and as reference material for comparison with EPO produced by recombinant DNA techniques. Estimated cost is $200,000. Period 1984.

3. Recombinant EPO will be prepared from mammalian cells, E.coli and yeast. The biological properties of these three preparations will be compared with urinary EPO to determine which system will be used to develop EPO as a therapeutic. Fermentation and purification costs for materials for evaluation will be paid for by the Corporation. Estimated cost is $300,000. Period 1984.

4. Properties of recombinant EPO will be compared with natural material to determine what criteria should be used for specifications of the recombinant therapeutic material. Part of this work will be paid for by the Corporation. Estimated cost is $100,000. Period 1984.

SCHEDULE "A"

5. Research to be carried out to determine feasibility of using antibody affinity columns for EPO purification.

Amgen will supply antibody, Kirin will supply urinary EPO and serum, if necessary. Joint venture will pay for labor. Estimated cost is $100,000. Period 1984.

6. Process development for fermentation and purification to commercial levels will be carried out for recombinant EPO produced by E.coli. Estimated cost is $1,000,000. The estimated cost will be modified if yeast or mammalian cells are used as the production system. Period 1984-1985.

7. Studies to be carried out to determine the formulation of the final product. This will include studies on product stability, method of administration, etc. Estimated cost is $600,000. Period 1984-1985.

8. Pre-clinical tests including planning, production of samples, toxicological test and pharmacological tests. Estimated cost is $2,000,000. Period 1984-1986.

9. Clinical trials including planning, filing IND, production of samples, clinical trials, organization of clinical doctors and submission of New Drug Application. Estimated cost is $11,500,000. Period 1984-1987.

10. Phase IV study will be carried out. Cost of this study will be paid for from proceeds of commerical sales. No cost to joint venture.

ARTICLES OF INCORPORATION

OF

KIRIN-AMGEN, INC.

I.

The name of this corporation is KIRIN-AMGEN, INC.

II.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III.

The name and address in the State of California of this corporation's initial agent for service of process is:

Joel S. Marcus, Esq.
Musick, Peeler & Garrett
One Wilshire Boulevard
Suite 2000
Los Angeles, California 90017

IV.

The corporation is authorized to issue two classes of shares: no par value Class A Common Stock and no par value Class B Common Stock designated "Class A Common Stock" and "Class B Common Stock," respectively. The total number of shares of Class A Common Stock which this corporation is authorized to issue is twenty-four million (24,000,000) shares. The total number of shares of Class B Common Stock which this corporation is authorized to issue is twelve million (12,000,000) shares.

V.

The rights, preferences, privileges and restrictions of Class A Common Stock and Class B Common Stock shall be equal and identical in all respects except that:

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of this corporation, the holder of the issued and outstanding shares of Class B Common Stock shall be entitled to receive from the assets of the corporation, cash equal to one dollar (US $1.00) per share, plus three-quarters (3/4) of the aggregate interest earned by the corporation on such amount from the date of purchase of such shares to the date of liquidation.

(b) The shares of Class B Common Stock shall be converted into shares of Class A Common Stock on a share-forshare basis when the corporation produces biologically active EPO at such levels as are agreed upon by the holders of all of the shares of Class A Common Stock and Class B Common Stock.

VI.

(a) Any of the following actions shall require the prior approval of the holders of all of the shares of Class A Common Stock and Class B Common Stock, notwithstanding that applicable law would otherwise permit such action without such approval:

(i) The entry by the corporation into any business outside the areas of development, manufacture, production and worldwide commercial sale of EPO and EPO pharmaceuticals for human therapeutic use;

(ii) Any lending or borrowing of money by the corporation;

(iii) The acquisition, mortgage, pledge, sale, assignment, transfer, or other disposition of any property of the corporation having a fair market value in excess of one hundred thousand dollars ($100,000) by the corporation (other than in connection with the sale of products and services in the ordinary course of its business) or of any interest (regardless of value) in the legal or beneficial ownership of any other corporation or enterprise;

(iv) The adoption of a business plan, annual capital, operating and development plans, and budgets, including any material modification thereof;

(v) Any capital expenditure in excess of one hundred thousand dollars ($100,000).

(b) All actions of the Board of Directors shall require the affirmative vote of a majority of the authorized

number of Directors, notwithstanding that applicable law would otherwise permit such action without such approval.

Dated: May 11, 1984

Signature

/s/ Joel S. Marcus
Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

Signature

/s/ Joel S. Marcus

BYLAWS

OF

KIRIN-AMGEN, INC.

EXHIBIT "E"

BYLAWS OF KIRIN-AMGEN, INC.

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BYLAWS

OF

KIRIN-AMGEN, INC._

(A California Corporation)

ARTICLE I

Offices

Section 1. Principal Office. The principal executive office of the corporation shall be located at such place as the Board of Directors may from time to time authorize. If the principal executive office is located outside this state, and the corporation has one or more business offices in this state, the Board of Directors shall fix and designate a principal business office in the State of California.

Section 2. Other Offices. Additional offices of the corporation shall be located at such place or places, within or outside the State of California, as the Board of Directors may from time to time authorize.

ARTICLE II

Corporate Seal

Section 3. Corporate Seal. If the Board of Directors adopts a corporate seal such seal shall have inscribed thereon the name of the corporation and the state and date of its incorporation. If and when a seal is adopted by the Board of Directors, such seal may be engraved, lithographed, printed, stamped, impressed upon, or affixed to any contract, conveyance, certificate for shares, or other instrument executed by the corporation.

ARTICLE III

Shareholders' Meetings and Voting Rights

Section 4. Place of Meetings. Meetings of shareholders shall be held at the principal executive office of the corporation, or at any other place, within or outside the State of California, which may be fixed either by the Board of Directors or by the written consent of all persons entitled to vote at such meeting, given either before or after the meeting and filed with the Secretary of the Corporation.

Section 5. Annual Meetings. The annual meeting of the shareholders of the corporation shall be held at the hour of 10

o'clock a.m. California time, on the fourth Tuesday of March in each year if such date is not a legal holiday observed by the corporation at its principal executive office, and if it is such a legal holiday, then on the next succeeding full business day at the same time. At such annual meeting directors shall be elected and any other business may be transacted which may properly come before the meeting.

Section 6. Postponement of Annual Meeting. The Board of Directors and the President shall each have authority to call at an earlier date and/or time, or to postpone to a later date and/or time, the annual meeting of shareholders.

Section 7. Special Meetings.

(a) Special meetings of the shareholders, for any purpose or purposes, may be called by the Board of Directors, the Chairman of the Board of Directors, the President, or the holders of shares entitled to cast not less than fifty percent (50%) of the votes at the meeting, or may be called as otherwise provided for in the Articles of Incorporation.

(b) Upon written request to the Chairman of the Board of Directors, the President, any vice president or the Secretary of the corporation by any person or persons (other than the Board

of Directors) entitled to call a special meeting of the shareholders, such officer forthwith shall cause notice to be given to the shareholders entitled to vote, that a meeting will be held at a time requested by the person or persons calling the meeting, such time to be not less than thirty-five (35) nor more than sixty (60) days after receipt of such request. If such notice is not given within twenty (20) days after receipt of such request, the person or persons calling the meeting may give notice thereof in the manner provided by law or in these bylaws. Nothing contained in this Section 7 shall be construed as limiting, fixing or affecting the time or date when a meeting of shareholders called by action of the Board of Directors may be held.

Section 8. Notice of Meetings. Except as otherwise may be required by
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law or by the Articles of Incorporation and subject to subsection 7(b) above, written notice of each meeting of shareholders shall be given to each shareholder entitled to vote at that meeting (see Section 15 below), by the Secretary, assistant secretary or other person charged with that duty, not less than ten (10) days before such meeting.

Notice of any meeting of shareholders shall state the date, place and hour of the meeting and,

(a) in the case of a special meeting, the general nature of the business to be transacted, and no other business may be transacted at such meeting;

(b) in the case of an annual meeting, the general nature of matters which the Board of Directors, at the time the notice is given, intends to present for action by the shareholders;

(c) in the case of any meeting at which directors are to be elected, the names of the nominees intended at the time of the notice to be presented by management for election; and

(d) in the case of any meeting, if action is to be taken on any of the following proposals, the general nature of such proposal:

(1) a proposal to approve a transaction within the provisions of California Corporations Code, Section 310 (relating to certain transactions in which a director has an interest);

(2) a proposal to approve a transaction within the provisions of California Corporations Code, Section 902

(relating to amending the Articles of Incorporation of the corporation);

(3) a proposal to approve a transaction within the provisions of California Corporations Code, Sections 181 and 1201 (relating to reorganization);

(4) a proposal to approve a transaction within the provisions of California Corporations Code, Section 1900 (winding up and dissolution);

(5) a proposal to approve a plan of distribution within the provisions of California Corporations Code, Section 2007 (relating to certain plans providing for distribution not in accordance with the liquidation rights of preferred shares, if any).

At a special meeting, notice of which has been given in accordance with this Section, action may not be taken with respect to business, the general nature of which has not been stated in such notice. At an annual meeting, action may be taken with respect to business stated in the notice of such meeting, given in accordance with this Section, and, subject to subsection 8(d) above,with respect to any other business as may properly come before the meeting.

Section 9. Manner of Giving Notice. Notice of any meeting of shareholders shall be given either personally or by firstclass mail, or telegraphic or other written communication, addressed to the shareholder at the address of that shareholder appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice. If no such address appears on the corporation's books or is given, notice shall be deemed to have been given if sent to that shareholder by first-class mail or telegraphic or other written communication to the corporation's principal executive office, or if published at least once in a newspaper of general circulation in the county where that office is located. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of written communication.

If any notice addressed to a shareholder at the address of that shareholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the shareholder at that address, all future notices shall be deemed to have been duly given without further mailing if these shall be available to the shareholder on written demand by the shareholder at the principal

executive office of the corporation for a period of one year from the date of the giving of the notice.

Section 10. Quorum and Transaction of Business.

(a) At any meeting of the shareholders, a majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum. If a quorum is present, the affirmative vote of the majority of shares represented at the meeting and entitled to vote on any matter shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by law or by the Articles of Incorporation, and except as provided in subsection (b) below.

(b) The shareholders present at a duly called or held meeting of the shareholders at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, provided that any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

(c) In the absence of a quorum, no business other than adjournment may be transacted, except as described in subsection (b) above.

Section 11. Adjournment and Notice of Adjourned Meetings. Any meeting of shareholders may be adjourned from time to time, whether or not a quorum is present, by the affirmative vote of a majority of shares represented at such meeting either in person or by proxy and entitled to vote at such meeting.

In the event any meeting is adjourned, it shall not be necessary to give notice of the time and place of such adjourned meeting pursuant to Sections 8 and 9 of these bylaws; provided that if any of the following three events occur, such notice must be given:

(1) announcement of the adjourned, meeting's time and place is not made at the original meeting which it continues or

(2) such meeting is adjourned for more than forty-five (45) days from the date set for the original meeting or

(3) a new record date is fixed for the adjourned meeting.

At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

Section 12. Waiver of Notice, Consent to Meeting or Approval of Minutes.

(a) Subject to subsection (b) of this Section, the transactions of any meeting of shareholders, however called and noticed, and wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote but not present in person or by proxy signs a written waiver of notice or a consent to holding of the meeting or an approval of the minutes thereof.

(b) A waiver of notice, consent to the holding of a meeting or approval of the minutes thereof need not specify the business to be transacted or transacted at nor the purpose of the meeting; provided that in the case of proposals described in subsection (d) of Section 8 of these bylaws, the general nature of such proposals must be described in any such waiver of notice and such proposals can only be approved by waiver of notice, not by consent to holding of the meeting or approval of the minutes.

(c) All waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

(d) A person's attendance at a meeting shall constitute waiver of notice of and presence at such meeting, except when such person objects at the beginning of the meeting to transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters which are required by law or these bylaws to be in such notice (including those matters described in subsection (d) of Section 8 of these bylaws), but are not so included if such person expressly objects to consideration of such matter or matters at any time during the meeting.

Section 13. Action by Written Consent Without a Meeting. Any action which may be taken at any meeting of shareholders may be taken without a meeting and without prior notice if written consents setting forth the action so taken are signed by the holders of the outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors; provided that any vacancy on the Board of Directors (other than a vacancy created by removal) which has

not been filled by the board of directors may be filled by the written consent of a majority of outstanding shares entitled to vote for the election of directors.

Any written consent may be revoked pursuant to California Corporations Code Section 603 (c) prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the Secretary. Such revocation must be in writing and will be effective upon its receipt by the Secretary.

If the consents of all shareholders entitled to vote have not been solicited in writing, and if the unanimous written consent of all such shareholders shall not have been received, the Secretary shall give prompt notice of any corporate action approved by the shareholders without a meeting to those shareholders entitled to vote on such matters who have not consented thereto in writing. This notice shall be given in the manner specified in Section 8 of these bylaws. In the case of approval of (i) a transaction within the provisions of California Corporations Code, Section 310 (relating to certain transactions in which a director has an interest), (ii) a transaction within the provisions of California Corporations Code, Section 317 (relating to indemnification of agents of the corporation), (iii) a transaction within the provisions of California Corporations Code,

Sections 181 and 1201 (relating to reorganization), and (iv) a plan of distribution within the provisions of California Corporations Code, Section 2007 (relating to certain plans providing for distribution not in accordance with the liquidation rights of preferred shares, if any), the notice shall be given at least ten (10) days before the consummation of any action authorized by that approval.

Section 14. Voting. Voting at any meeting of shareholders need not be by ballot; provided, however, that elections for directors must be by ballot if balloting is demanded by a shareholder at the meeting and before the voting begins.

Every person entitled to vote at an election for directors may cumulate the votes to which such person is entitled, i.e., such person may cast a total number of votes equal to the number of directors to be elected multiplied by the number of votes to which such person's shares are entitled,and may cast said total number of votes for one or more candidates in such propertions as such person thinks fit; provided, however, no shareholder shall be entitled to so cumulate such shareholder's votes unless the candidates for which such shareholder is voting have been placed in nomination prior to the voting and a shareholder has given notice at the meeting, prior to the vote, of an intention to cumulate votes. In any election of directors, the

candidates receiving the highest number of votes, up to the number of directors to be elected, are elected.

Except as may be otherwise provided in the Articles of Incorporation or by law, and subject to the foregoing provisions regarding the cumulation of votes, each shareholder shall be entitled to one vote for each share held.

Any shareholder may vote part of such shareholder's shares in favor of a proposal and refrain from voting the remaining shares or vote them against the proposal, other than elections to office, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

No shareholder approval, other than unanimous approval of those entitled to vote, will be valid as to proposals described in subsection 8(d) of these bylaws unless the general nature of such business was stated in the notice of meeting or in any written waiver of notice.

Section 15. Persons Entitled to Vote or Consent. The Board of Directors may fix a record date pursuant to Section 59 of

these bylaws to determine which shareholders are entitled to notice of and to vote at a meeting or consent to corporate actions, as provided in Sections 13 and 14 of these bylaws. Only persons in whose name shares otherwise entitled to vote stand on the stock records of the corporation on such date shall be entitled to vote or consent.

If no record date is fixed:

(1) The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held;

(2) The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board of Directors has been taken, shall be the day on which the first written consent is given;

(3) The record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating

thereto, or the sixtieth (60th) day prior to the date of such other action, whichever is later.

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting; provided, however, that the Board of Directors shall fix a new record date if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

Shares of the corporation held by its subsidiary or subsidiaries (as defined in California Corporations Code, Section 189(b)) are not entitled to vote in any matter.

Section 16. Proxies. Every person entitled to vote or execute consents
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may do so either in person or by one or more agents authorized to act by a written proxy executed by the person or such person's duly authorized agent and filed with the Secretary of the corporation; provided that no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy. The manner of execution, suspension, revocation, exercise and effect of proxies is governed by law.

Section 17. Inspectors of Election. Before any meeting of shareholders, the Board of Directors may appoint any persons, other than nominees for office, to act as inspectors of election are so appointed, the chairman of the meeting may, and on the request of any shareholder or a shareholder's proxy shall, appoint inspectors of election at the meeting. The number of inspectors shall be either one (1) or three (3). If inspectors are appointed at a meeting on the request of one or more shareholders or proxies, the majority of shares represented in person or proxy shall determine whether one (1) or three (3) inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the chairman of the meeting may, and upon the request of any shareholder of a shareholder's proxy shall, appoint a person to fill that vacancy.

These inspectors shall:

(a) Determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies;

(b) Receive votes, ballots, or consents;

(c) Hear and determine all challenges and questions in any way arising in connection with the right to vote;

(d) Count and tabulate all votes or consents;

(e) Determine when the polls shall close;

(f) Determine the result; and

(g) Do any other acts that may be proper to conduct the election or vote within fairness to all shareholders.

ARTICLE IV

Board of Directors

Section 18. Powers. Subject to the provisions of law or any limitations in the Articles of Incorporation or these bylaws, as to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised, by or under the direction of the Board of Directors. The Board of Directors may delegate the management of the day-to-day operation of the business of the corporation to a management company or other person, provided that the business and affairs of the corporation shall be managed and all corporate powers

shall be exercised under the ultimate direction of the Board of Directors.

Section 19. Number of Directors. The authorized number of directors of the corporation shall be six (6) until changed by a duly adopted amendment to these bylaws, provided however, in the event of a default in the payment of any additional capital contribution, as described in Paragraph 2.15 of the Shareholders Agreement, dated as of May 11, 1984, among Kirin Brewery Co., Ltd., Amgen and this corporation, the authorized number of members of the Board of Directors shall be increased to seven (7) and four (4) of such members shall be nominees of the nondefaulting party. The number of members of the Board of Directors cannot be decreased or otherwise increased without the mutual written consent of Kirin Brewery Co., Ltd. and Amgen.

Section 20. Election of Directors, Term, Qualifications. The directors shall be elected at each annual meeting of shareholders to hold office until the next annual meeting. Except as otherwise provided by law or by the Articles of Incorporation, each director; including a director elected or appointed to fill a vacancy, shall hold office either until the expiration of the term for which elected or appointed and until a successor has been elected and qualified, or until his death, resignation or removal. Directors need not be shareholders of the corporation.

So long as the authorized number of directors shall be six (6), the Board of Directors shall be composed at all times of persons qualified as follows:

(a) Three (3) directors must be nominees of Kirin Brewery Co., Ltd., a Japanese corporation.

(b) Three (3) directors must be nominees of Amgen, a California corporation.

Section 21. Resignation. Any director of the corporation may resign effective upon giving written notice to the Chairman of the Board, the President, the Secretary or the Board of Directors of the corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation specifies effectiveness at a future time, a successor may be elected pursuant to Section 23 of these bylaws to take office on the date that the resignation becomes effective.

Section 22. Removal. The Board of Directors may declare vacant the office of a director who has been declared of unsound mind by an order of court or who has been convicted of a felony.

Except as otherwise provided by law or by the Articles of Incorporation, the entire Board of Directors or any individual

director may be removed from office without cause by the affirmative vote of a majority of the outstanding shares entitled to vote on such removal; provided, however, that unless the entire Board is removed, no individual director may be removed when the votes cast against such director's removal, or not consenting in writing to such removal, would be sufficient to elect that director if voted cumulatively at an election at which the same total number of votes cast were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of directors authorized at the time of such director's most recent election were then being elected.

Section 23. Vacancies. A vacancy or vacancies on the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any director, or upon increase in the authorized number of directors or if shareholders fail to elect the full authorized number of directors at an annual meeting of shareholders or if, for whatever reason, there are fewer directors on the Board of Directors, than the full number authorized. Such vacancy or vacancies, other than a vacancy created by the removal of a director, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director. A vacancy created by the removal of a director may be filled only by the affirmative vote of a majority of the shares represented and voting at a duly held meeting at which a quorum

is present (which shares voting affirmatively also constitute at least a majority of the required quorum) or by the written consent of shareholders pursuant to Section 13 hereinabove. Except as otherwise provided by the Articles of Incorporation, the shareholders may elect a director at any time to fill any vacancy not filled by the directors. Any such election by written consent, other than to fill a vacancy created by removal, requires the consent of a majority of the outstanding shares entitled to vote. Any such election by written consent to fill a vacancy created by removal requires the consent of all of the outstanding shares entitled to vote.

If, after the filling of any vacancy by the directors, the directors then in office who have been elected by the shareholders constitute less than a majority of the directors then in office, any holder or holders of an aggregate of five percent (5%) or more of the shares outstanding at that time and having the right to vote for such directors may call a special meeting of shareholders to be held to elect the entire Board of Directors. The term of office of any director shall terminate upon such election of a successor.

Section 24. Regular Meetings. Immediately after each annual meeting of shareholders, and at such place fixed by the Board of Directors, or if no such place is fixed at the place of

the annual meeting, the Board of Directors shall hold a regular meeting for the purposes of organization, the appointment of officers and the transaction of other business. other regular meetings of the Board of Directors shall be held at such times, places and dates as fixed in these bylaws or by the Board of Directors; provided, however, that if the date for such a meeting falls on a legal holiday, then the meeting shall be held at the same time on the next succeeding full business day. Regular meetings of the Board of Directors held pursuant to this Section 24 may be held without notice.

Section 25. Participation by Telephone. Members of the Board of
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Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Such participation constitutes presence in person at such meeting.

Section 26. Special Meetings. Special meetings of the Board of
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Directors for any purpose may be called by the Chairman of the Board or the President or any vice president or the Secretary of the corporation or any two (2) directors.

Section 27. Notice of Meetings. Notice of the date, time and place of
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all meetings of the Board of Directors, other than

regular meetings held pursuant to Section 24 above shall be delivered personally, orally or in writing, or by telephone or telegraph to each director, at least forty-eight (48) hours before the meeting, or sent in writing to each director by first-class mail, charges prepaid, at least four (4) days before the meeting. Such notice may be given by the Secretary of the corporation or by the person or persons who called a meeting. Such notice need not specify the purpose of the meeting. Notice of any meeting of the Board of Directors need not be given to any director who signs a waiver of notice of such meeting, or a consent to holding the meeting or an approval of the minutes thereof, either before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement such director's lack of notice. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 28. Place of Meetings. Meetings of the Board of Directors may be held at any place within or without the state which has been designated in the notice of the meeting or, if not stated in the notice or there is no notice, designated in the bylaws or by resolution of the Board of Directors.

Section 29. Action by Written Consent Without a Meeting. Any action required or permitted to be taken by the Board of

Directors may be taken without a meeting, if all members of the Board of Directors individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

Section 30. Quorum and Transaction of Business. A majority of the authorized number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the authorized number of directors of the corporation at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless the law, the Articles of Incorporation or these bylaws specifically require a greater number. A meeting at which a quorum is initially present may continue to transact business, notwithstanding withdrawal of directors, if any action taken is approved by at least a majority of the number of directors constituting a quorum for such meeting. In the absence of a quorum at any meeting of the Board of Directors, a majority of the directors present may adjourn the meeting, as provided in Section 31 of these bylaws.

Section 31. Adjournment. Any meeting of the Board of Directors, whether or not a quorum is present, may be adjourned to another time and place by the affirmative vote of a majority

of the directors present. If the meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 32. Organization. The Chairman of the Board shall preside at every meeting of the Board of Directors, if present. If there is no Chairman of the Board or if the Chairman is not present, a Chairman chosen by a majority of the directors present shall act as chairman. The Secretary of the Corporation or, in the absence of the Secretary, any person appointed by the Chairman shall act as secretary of the meeting.

Section 33. Compensation. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement for expenses, as may be fixed or determined by the Board of Directors.

Section 34. Committees. Unless otherwise unanimously approved by the Board of Directors, there shall be no committees of the Board.

ARTICLE V

Officers

Section 35. Officers. The corporation shall have a Chairman of the Board and a President, Vice President - Amgen, Vice President - Kirin, a Secretary, a Chief Financial Officer and such other officers with such titles and duties as the Board of Directors may determine. Any two or more offices may be held by the same person. The Chairman of the Board, the Vice President - Japan, the Chief Financial Officer and Assistant Secretary shall at all times be nominees of Kirin Brewery Co. , Ltd. The President, Vice President - USA and the Secretary be shall at all times be nominees of Amgen.

Section 36. Appointment. All officers shall be chosen and appointed by the Board of Directors; provided, however, the Board of Directors may empower the chief executive officer of the corporation to appoint such officers, other than Chairman of the Board, President, Secretary or Chief Financial Officer, as the business of the corporation may require. All officers shall serve at the pleasure of the Board of Directors, subject to the rights, if any, of an officer under a contract of employment.

Section 37. Inability to Act. In the case of absence or inability to act of any officer of the corporation or of any

person authorized by these bylaws to act in such officer's place, the Board of Directors may from time to time delegate the powers or duties of such officer to any other officer, or any director or other person whom it may select, for such period of time as the Board of Directors deems necessary.

Section 38. Resignations. Any officer may resign at any time upon written notice to the corporation, without prejudice to the rights, if any, of the corporation under any contract to which such officer is a party. Such resignation shall be effective upon its receipt by the Chairman of the Board, the President, the Secretary or the Board of Directors, unless a different time is specified in the notice for effectiveness of such resignation. The acceptance of any such resignation shall not be necessary to make it effective unless otherwise specified in such notice.

Section 39. Removal. Any officer may be removed from office at any time, with or without cause, but subject to the rights, if any, of such officer under any contract of employment, by the Board of Directors or by any committee to whom such power of removal has been duly delegated, or, with regard to any officer who has been appointed by the chief executive officer pursuant to Section 36 above, by the chief executive officer or

any other officer upon whom such power of removal may be conferred by the Board of Directors.

Section 40. Vacancies. A vacancy occurring in any office for any cause may be filled by the Board of Directors, in the manner prescribed by this Article of the bylaws for initial appointment to such office.

Section 41. Chairman of the Board. The Chairman of the Board, if there be such an officer, shall, if present, preside at all meetings of the Board of Directors and shall exercise and perform such other powers and duties as may be assigned from time to time by the Board of Directors or prescribed by these bylaws. If no President is appointed, the Chairman of the Board is the general manager and chief executive officer of the corporation, and shall exercise all powers of the President described in Section 42 below.

Section 42. President. Subject to such powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the general manager and chief executive officer of the corporation and shall have general supervision and control over the business and affairs of the corporation, subject to the control of the Board of Directors. The President may sign and execute, in the

name of the corporation, any instrument authorized by the Board of Directors, except when the signing and execution thereof shall have been expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the corporation. The President shall have all the general powers and duties of management usually vested in the president of a corporation, and shall have such other powers and duties as may be prescribed from time to time by the Board of Directors or these bylaws. The President shall have discretion to prescribe the duties of other officers and employees of the corporation in a manner not inconsistent with the provisions of these bylaws and the directions of the Board of Directors.

Section 43. Vice Presidents. In the absence or disability of the
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President, in the event of a vacancy in the office of President, or in the event such officer refuses to act, the Vice President shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions on, the President. If at any such time the corporation has more than one vice president, the duties and powers of the President shall pass to each vice president in order of such vice president's rank as fixed by the Board of Directors or, if the vice presidents are not so ranked, to the vice president designated by the Board of Directors. The vice presidents shall have such other powers and perform such other duties as may

be prescribed for them from time to time by the Board of Directors or pursuant to Sections 35 and 36 of these bylaws or otherwise pursuant to these bylaws.

Section 44. Secretary. The Secretary shall:

(a) Keep, or cause to be kept, minutes of all meetings of the corporation's shareholders, Board of Directors, and committees of the Board of Directors, if any. Such minutes shall be kept in written form.

(b) Keep, or cause to be kept, at the principal executive office of the corporation, or at the office of its transfer agent or registrar, if any, a record of the corporation's shareholders, showing the names and addresses of all shareholders, and the number and classes of shares held by each. Such records shall be kept in written form or any other form capable of being converted into written form.

(c) Keep, or cause to be kept, at the principal executive office of the corporation, or if the principal executive office is not in California, at its principal business office in California, an original or copy of these bylaws, as amended.

(d) Give, or cause to be given, notice of all meetings of shareholders, directors and committees of the Board of Directors, as required by law or by these bylaws.

(e) Keep the seal of the corporation, if any, in safe custody.

(f) Exercise such powers and perform such duties as are usually vested in the office of secretary of a corporation, and exercise such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors or these bylaws.

If any assistant secretaries are appointed, the assistant secretary, or one of the assistant secretaries in the order of their rank as fixed by the Board of Directors or, if they are not so ranked, the assistant secretary designated by the Board of Directors, in the absence or disability of the Secretary or in the event of such officer's refusal to act or if a vacancy exists in the office of Secretary, shall perform the duties and exercise the powers of the Secretary and discharge such duties as may be assigned from time to time pursuant to these bylaws or by the Board of Directors.

Section 45. Chief Financial Officer. The Chief Financial Officer shall:

(a) Be responsible for all functions and duties of the treasurer of the corporation.

(b) Keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account for the corporation.

(c) Receive or be responsible for receipt of all monies due and payable to the corporation from any source whatsoever; have charge and custody of, and be responsible for, all monies and other valuables of the corporation and be responsible for deposit of all such monies in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors or a duly appointed and authorized committee of the Board of Directors.

(d) Disburse or be responsible for the disbursement of the funds of the corporation as may be ordered by the Board of Directors or a duly appointed and authorized committee of the Board of Directors.

(e) Render to the chief executive officer and the Board of Directors a statement of the financial condition of the corporation if called upon to do so.

(f) Exercise such powers and perform such duties as are usually vested in the office of chief financial officer of a corporation, and exercise such other powers and perform such other duties as may be prescribed by the Board of Directors or these bylaws.

If any assistant financial officer is appointed, the assistant financial officer, or one of the assistant financial officers, if there are more than one, in the order of their rank as fixed by the Board of Directors or, if they are not so ranked, the assistant financial officer designated by the Board of in the absence or disability of the Chief Directors, shall, or in the event of such officer's refusal to Financial Officer act, perform the duties and exercise the powers of the Chief Financial Officer, and shall have such powers and discharge such duties as may be assigned from time to time pursuant to these bylaws or by the Board of

Section 46. Compensation. The compensation of the officers shall be
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fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such compensation by reason of the fact that such officer is also a director of the corporation.

ARTICLE VI

Contracts, Bank Accounts, Checks and Drafts

Section 47. Execution of Contracts and Other Instruments. Except as these bylaws may otherwise provide, the Board of Directors or its duly appointed and authorized committee may authorize any officers to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authorization may be general or confined to specific instances; provided however any such contract or instrument shall be signed by the Chairman of the Board, Vice President -Kirin, Chief Financial Officer or Assistant Secretary and by the President, Vice President - Amgen or Secretary. Except as so authorized or otherwise expressly provided in these bylaws, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 48. Bank Accounts. The Board of Directors or its duly appointed and authorized committee from time to time may authorize the opening and keeping of general and/or special bank accounts with such banks, trust companies, or other depositories as may be selected by the Board of Directors, its duly appointed

and authorized committee or by any officer or officers, agent or agents, of the corporation to whom such power may be delegated from time to time by the Board of Directors. The Board of Directors or its duly appointed and authorized committee may make such rules and regulations with respect to said bank accounts, not inconsistent with the provisions of these bylaws, as are deemed advisable.

Section 49. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes, acceptances or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents, of the corporation, and in such manner, as shall be determined from time to time by resolution of the Board of Directors or its duly appointed and authorized committee. Endorsements for deposit to the credit of the corporation in any of its duly authorized depositories may be made, without counter-signature, by the President or any vice president or the Chief Financial Officer or any assistant financial officer or by any other officer or agent of the corporation to whom the Board of Directors or its duly appointed and authorized committee, by resolution, shall have delegated such power or by handstamped impression in the name of the corporation.

ARTICLE VII

Certificates for Shares and Their Transfer

Section 50. Certificate for Shares. Every holder of shares in the corporation shall be entitled to have a certificate signed in the name of the corporation by the Chairman or Vice Chairman of the Board or the President or a Vice President and by the Chief Financial Officer or an assistant financial officer or by the Secretary or an assistant secretary, certifying the number of shares and the class or series of shares owned by the shareholder. Any or all of the signatures on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of issue.

In the event that the corporation shall issue any shares as only partly paid, the certificate issued to represent such partly paid shares shall have stated thereon the total consideration to be paid for such shares and the amount paid thereon.

Section 51. Transfer on the Books. Upon surrender to the Secretary or transfer agent (if any) of the corporation of a

certificate for shares of the corporation duly endorsed, with reasonable assurance that the endorsement is genuine and effective, or accompanied by proper evidence of succession, assignment or authority to transfer and upon compliance with applicable federal and state securities laws and if the corporation has no statutory duty to inquire into adverse claims or has discharged any such duty and if any applicable law relating to the collection of taxes has been complied with, it shall be the duty of the corporation, by its Secretary or transfer agent, to cancel the old certificate, to issue a new certificate to the person entitled thereto and to record the transaction on the books of the corporation.

Section 52. Lost, Destroyed and Stolen Certificates. The holder of any
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certificate for shares of the corporation alleged to have been lost, destroyed or stolen shall notify the corporation by making a written affidavit or affirmation of such fact. Upon receipt of said affidavit or affirmation the Board of Directors, or its duly appointed and authorized committee or any officer or officers authorized by the board so to do, may order the issuance of a new certificate for shares in the place of any certificate previously issued by the corporation and which is alleged to have been lost, destroyed or stolen. However, the Board of Directors or such authorized committee, officer or officers may require the owner of the allegedly lost, destroyed

or stolen certificate, or such owner's legal representative, to give the corporation a bond or other adequate security sufficient to indemnify the corporation and its transfer agent and/or registrar, if any, against any claim that may be made against it or them on account of such allegedly lost, destroyed or stolen certificate or the replacement thereof. Said bond or other stolen security shall be in such amount, on such terms and conditions and, in the case of a bond, with such surety or sureties as may be acceptable to the Board of Directors or to its duly appointed and authorized committee or any officer or officers authorized by the Board of Directors to determine the sufficiency thereof. The requirement of a bond or other security may be waived in particular cases at the discretion of the Board of Directors or its duly appointed and authorized committee or any officer or officers authorized by the Board of Directors so to do.

Section 53. Issuance, Transfer and Registration of Shares. The Board of
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Directors may make such rules and regulations, not inconsistent with law or with these bylaws, as it may deem advisable concerning the issuance, transfer and registration of certificates for shares of the capital stock of the corporation. The Board of Directors may appoint a transfer agent or registrar of transfers, or both, and may require all certificates for shares of the corporation to bear the signature of either or both.

ARTICLE VIII

Inspection of Corporate Records

Section 54. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind of the corporation and any of its subsidiaries and to inspect the physical properties of the corporation and any of its subsidiaries. Such inspection may be made by the director in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

Section 55. Inspection by Shareholders.

(a) Inspection of Corporate Records.

(i) A shareholder or shareholders holding at least five percent in the aggregate of the outstanding voting shares of the corporation shall have an absolute right to do either or both of the following:

(A) Inspect and copy the record of shareholders' names and addresses and shareholdings during usual business hours upon five business days' prior written demand upon the corporation; or

(B) Obtain from the transfer agent, if any, for the corporation, upon five business days' prior written demand and upon the tender of its usual charges for such a list (the amount of which charges shall be stated to the shareholder by the transfer agent upon request), a list of the shareholders' names and addresses who are entitled to vote for the election of directors and their shareholdings, as of the most recent record date for which it has been compiled or as of a date specified by the shareholder subsequent to the date of demand.

(ii) The record of shareholders shall also be open to inspection and copying by any shareholder or holder of a voting trust certificate at any time during usual business hours upon written demand on the corporation, for a purpose reasonably related to such holder's interest as a shareholder or holder of a voting trust certificate.

(iii) The accounting books and records and minutes of proceedings of the shareholders and the Board of Directors and of any committees of the Board of Directors of the corporation and of each of its subsidiaries shall be open to inspection, copying and making extracts upon written demand on the corporation of any shareholder or holder of a voting trust certificate at any reasonable time during usual business hours, for a purpose

reasonably related to such holder's interests as a shareholder or as a holder of such voting trust certificate.

(iv) Any inspection, copying, and making of extracts under this subsection (a) may be done in person or by agent or attorney.

(b) Inspection of Bylaws. The original or a copy of these bylaws shall be kept as provided in Section 44 of these bylaws and shall be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the corporation is not in California, and the corporation has no principal business office in the state of California, a current copy of these bylaws shall be furnished to any shareholder upon written request.

Section 56. Written Form. If any record subject to inspection pursuant to Section 54 above is not maintained in written form, a request for inspection is not complied with unless and until the corporation at its expense makes such record available in written form.

ARTICLE IX

Miscellaneous

Section 57. Fiscal Year. Unless otherwise fixed by resolution of the Board of Directors, the fiscal year of the corporation shall end on the 31st day of December in each calendar year.

Section 58. Annual Report. The Board of Directors shall cause an annual report to be sent to each shareholder of the corporation in the manner provided in Section 9 of these bylaws not later than one hundred twenty (120) days after the close of the corporation's fiscal year. Such report shall include a balance sheet as of the end of such fiscal year and an income statement and statement of changes in financial position for such fiscal year, accompanied by any report thereon independent accountants or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation. Such report shall be sent to shareholders at least fifteen (15) days prior to, the next annual meeting of shareholders after the end of the fiscal year to which it relates.

Section 59. Record Date. The Board of Directors may fix a time in the future as a record date for the determination of the shareholders entitled to notice of or to vote at any meeting or

entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any change, conversion or exchange of shares or entitled to exercise any rights in respect of any other lawful action. The record date so fixed shall not be more than sixty (60) days nor less than ten (10) days prior to the date of the meeting nor more than sixty (60) days prior to any other action or event for the purpose of which it is fixed. If no record date is fixed, the provisions of Section 15 of these bylaws shall apply with respect to notice of meetings, votes, and consents and the record date for determining shareholders for any other purposes shall be at the close of business on the day on which the Board of Directors adopts the resolutions relating thereto, or the sixtieth (60th) day prior to the date of such other action or event, whichever is later.

Only shareholders of record at the close of business on the record date shall be entitled to notice and to vote or to receive the dividend, distribution or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the Articles of Incorporation, by agreement or by law.

Section 60. Construction and Definition. Unless the context requires otherwise, the general provisions, rules of construction, and definitions contained in the California Corporations Code shall govern the construction of these bylaws.

Without limiting the foregoing, "shall" is mandatory and "may" is permissive.

ARTICLE X

Indemnification

Section 61. Indemnification of Directors, Officers, Employees and Other Agents.

(a) Definitions. For the purposes of this Section, "agent" means any person who is or was a director, officer, employee, or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, adminis-

trative, or investigative; and "expenses" includes, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under subsection (d) or subsection e(iii) of this Section.

(b) Indemnification in Actions by Third Parties. The corporation shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this corporation to procure a judgment in its favor) by reason of the fact that such person is or was an agent of this corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the vest interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, or itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

(c) Actions by or in the Right or the Corporation. The corporation shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances. No indemnification shall be made under this subsection (c):

(i) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;

(ii) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(iii) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

(d) Required Indemnification. To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in subsections (b) or (c) of this Section, or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

(e) Required Determinations. Except as provided in subsection (d) of this Section, any indemnification under this Section shall be made by this corporation only if authorized in the specific case upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in subsections (b) or (c) of this Section, by:

(i) A majority vote of a quorum consisting of directors who are not parties to such proceeding;

(ii) Approval or ratification by the affirmative vote of a majority of the shares represented and voting at a duly held meeting at which quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum) or by the written consent of the shareholders, with the shares owned by the person to be indemnified not being entitled to vote thereon; or

(iii) The court in which such proceeding is or was pending, upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the corporation.

(f) Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in the Section.

(g) Other Indemnification. No provision made by the corporation to indemnify its or its subsidiary's directors or officers for the defense or any proceeding, whether contained in the Articles of Incorporation, bylaws, a resolution of shareholders or directors, an agreement, or otherwise shall be valid unless consistent with this Section. Nothing contained in this Section shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

(h) Limitations. No indemnification or advance shall be made under this Section, except as provided in subsection (d) or subsection (e)(iii), in any circumstance where it appears:

(i) That is would be inconsistent with a provision of the Articles of Incorporation, bylaws, a resolution of the shareholders, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(ii) That is would be inconsistent with any condition expressly imposed by a court in approving a settlement.

(i) Insurance. The corporation shall have power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Section.

(j) Fiduciaries of Corporate Employee Benefit Plan. This Section does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent as defined in subsection (a) of this Section. The corporation shall have power to indemnify such a trustee, investment manager or other fiduciary to the extent permitted by California Corporations Code, Section 207(f).

ARTICLE XI

Amendments

Section 62. Amendments. New Bylaws may be adopted or these Bylaws may be amended or repealed only by the vote or written consent of holders of all of the outstanding shares entitled to vote.

[LETTERHEAD OF MUSICK, PEELER & GARRETT]

June 13, 1984

WRITER'S DIRECT DIAL NUMBER
(213) 629-7616

CONFIDENTIAL
- ------------

Kirin Brewery Co., Ltd.
26-1 Jingumae
6 Chome
Shibuya-ku
Tokyo 150, JAPAN

Kirin-Amgen, Inc.
1900 Oak Terrace Lane
Thousand Oaks, CA 91320
U.S.A.

Amgen
1900 Oak Terrace Lane
Thousand Oaks, CA 91320
U.S.A.

Re: Kirin-Amgen, Inc.

Gentlemen:

The California State Bar had adopted a set of Rules of Professional Conduct by which its members are governed. One such rule is Rule 5-102 (B) which reads as follows:

> "(B) A member of the State Bar shall not represent conflicting interests, except with the written consent of all parties concerned."

Our office has been asked by each of you to act as legal counsel to Kirin-Amgen, Inc., a California corporation ("Corporation").

This is quite an array of responsibility, and with it goes the potential of a conflict of interest. Accordingly, we hereby declare to each of you that the following are conditions of our continued engagement by all of you:

(1) If any one or more of you shall ever be of the view that our continued representation of the several interests which have been referred to above is not agreeable to you for any reason, or

(2) If we shall reach that same view,

EXHIBIT "F"

(2) If we shall reach that same view, then the entity desiring to have representation of Corporation terminated should notify all others concerned. Upon such notice, we pledge to do everything reasonably necessary and appropriate to effect a termination of the representation as soon as practicable and in such a manner as befits the circumstances existing at that time.

In order that we might be in compliance with the above-cited Rule, we ask each of you to be good enough to sign a copy of this letter and return the same to us. The extra copy is for your files.

Kindest personal regards.

Very truly yours,

/s/ Joel S. Marcus, P.C.
of MUSICK, PEELER & GARRETT

JSM/jr
Enclosure

Each of the undersigned hereby acknowledges receipt of the foregoing letter, and with full knowledge of the contents thereof, hereby waives any conflict of interest that may exist by reason of the undertaking of Musick, Peeler & Garrett to provide a legal representation as described therein.

KIRIN BREWERY CO., LTD., a Japanese corporation

By: /s/ Noboru Miyadai
General Manager R & D Dept.
Date: June 13, 1984

KIRIN-AMGEN, INC., a California corporation

By: /s/ Tatsuhiko Kaneka
Its Vice President - Kirin
Date: June 13, 1984

AMGEN, a California corporation

By: /s/ Gordon M. Binder

Its Vice President
Date: June 13, 1984

A MEMBER OF ARTHUR YOUNG INTERNATIONAL

ARTHUR YOUNG

515 South Flower Street
Los Angeles, California 90071

June 13, 1984

KIRIN-AMGEN, Inc.
1892 Oak Terrace Lane
Newbury Park, California 91320

Attention: Mr. Gordon M. Binder

We are pleased to accept appointment as certified public accountants for KIRIN-AMGEN, Inc. to examine and report on your annual financial statements. In addition, our services will include the preparation of your federal and state income tax returns. We will also be prepared to be helpful to you on any problems within our competence that might arise during the year, and hope that you will call on us at any time you think we can be of assistance.

Gary Johnson and Joe Johns will be responsible for coordinating and managing all of the services we perform for you. Marty Melone will be the colleague partner who will consult with Messrs. Johnson and Johns on significant aspects of the engagement and substitute for them when they are unavailable.

It will be the responsibility of Mr. Johnson and Mr. Johns to make sure that your management receives good service. They will, as-desirable, call upon other individuals with specialized knowledge and skills, either in this office or elsewhere in the firm. An audit manager and a tax manager will be assigned to your work, and we expect that they will soon establish direct working relationships with personnel in your Company.

Our examination of your annual financial statements will be made in accordance with generally accepted auditing standards and accordingly will include such tests as we consider necessary in the circumstances. Unless unusual conditions not now foreseen make it impracticable for us to do so, we will submit a report on our examination of these financial statements which will express an opinion as to the fairness of their presentation in conformity with generally accepted accounting principles.

EXHIBIT "G"

Under generally accepted auditing standards the independent auditor has the responsibility, within the inherent limitations of the auditing process, to plan the examination to search for errors or irregularities (as defined in authoritative professional literature) that would have a material effect on the financial statements. Our search for material errors or irregularities ordinarily is accomplished by performing those auditing procedures that in our judgment are appropriate in the circumstances to form an opinion on the financial statements as a whole. Our examination, which is based on the concept of selective testing of the data being examined, is subject to the inherent risk that material errors or irregularities, if they exist, will not be detected.

In conducting our examination, we will be aware of the possibility that illegal acts (as defined in authoritative professional literature) may have occurred that may have a material effect on the financial statements. Examinations conducted in accordance with generally accepted auditing standards are of limited effectiveness in discovering possible illegal acts and cannot be expected to provide assurance that illegal acts will be detected, although procedures that are performed primarily for the purpose of forming an opinion on the financial statements as a whole may also bring possible illegal acts to the auditor's attention.

During the course of our examination, we may observe opportunities for economies in or improved controls over your operations. It is our practice to bring such opportunities to the attention of an executive at the appropriate level of management, either orally or in writing. Should you desire any further information concerning our responsibilities and functions as an independent auditor in making the examination, we shall be pleased to furnish information to you upon request.

Our charges are based on hours worked by the various grades of personnel, at our standard rates applicable to each. We will bill you monthly on the basis of such charges plus out-of-pocket expenses. We will submit annually, for your approval, budgets outlining our estimated fees and expenses.

If this letter meets with your approval, please sign one copy and return it to us.

We very much appreciate the opportunity to act as your independent auditors and trust that our association will be a long and pleasant one.

Yours very truly,

/s/ Arthur Young & Company

KIRIN-AMGEN, Inc.

By: /s/ Robert D. Weist Date: June 13, 1984

KIRIN BREWERY CO., LTD./KIRIN-AMGEN, INC.

SERVICES AGREEMENT

THIS KIRIN BREWERY CO., LTD./KIRIN-AMGEN, INC. SERVICES AGREEMENT ("Agreement") is made as of this day of, 1984, by and between KIRIN BREWERY CO., LTD., a Japanese corporation, ("Kirin"), and KIRIN-AMGEN, INC., a California corporation ("Company").

R E C I T A L S

WHEREAS, Amgen, Kirin and the Company have entered into that certain Shareholders' Agreement, dated May 11, 1984, ("Shareholders' Agreement"), with respect to the formation of the Company to engage in the development, manufacture, production and sale of EPO products (as defined in the Shareholders' Agreement) for human therapeutic use in the Field of Activity (as defined in the Shareholders' Agreement);

WHEREAS, Kirin is willing to provide or cause to be provided certain services to the Company as described below and in accordance with the terms set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, IT IS HEREBY AGREED AS FOLLOWS:

EXHIBIT "H"

ARTICLE I

DEFINITIONS

1.01 Administrative Services: Those services more fully described in Article III hereof including without limitation financial, legal, personnel, and public relations services.

1.02 EPO: As defined in the Shareholders' Agreement (the "Shareholders' Agreement") among Kirin, Amgen, a corporation organized and existing under the laws of California ("Amgen"), and the Company, of even date herewith.

1.03 Field of Activity: As defined in the Shareholders' Agreement.

1.04 Management Support Services: Those services more fully described in Article II hereof, including without limitation the marketing support and commercial development services to be supplied by the personnel referred to in Article II.

1.05 Subsidiary: A corporate entity other than Kirin, of which at least fifty percent (50%) of the voting stock is owned or controlled, directly or indirectly, by Kirin.

ARTICLE II

MANAGEMENT SUPPORT SERVICES

2.01 Types of Services. For the term of this Agreement, Kirin shall make available to the Company the following

services in connection with the Field of Activity as the Company requests:

(a) general management support in connection with the day-to-day operation of the Company's business, including operating and sales services; and

(b) commercial development and marketing research services concerning the Field-of Activity.

2.02 Personnel. Kirin shall make available to the Company the services described in Section 2.01. Upon the request of the Company, Kirin shall assign to the Company various personnel or consultants retained by Kirin to provide such services. Such personnel or -consultants shall report directly to the Chief Executive Officer of the Company or his designee and to carry out their reasonableand lawful orders in connection with the furnishing of such services as described in Section 2.01. Such personnel or consultants shall be compensated by, and shall remain as employees or consultants of Kirin.

ARTICLE III

ADMINISTRATIVE SERVICES

3.01 Administrative Services. Kirin shall make available to the Company the services of its treasury, control, planning, internal audit, tax, legal, personnel, public relations, data processing, purchasing and insurance departments, or the

equivalents thereof, and other miscellaneous administrative staff groups, or the equivalents thereof, to advise and assist the Company with respect to matters falling within the areas of expertise of these various departments as the Company requests.

3.02 Requests and Timing of Services. The Administrative Services under this Article III shall be made available to the Company in accordance with written requests made by the Company and shall be performed by Kirin's internal staff groups which generally perform such services for Kirin. These Administrative Services shall be provided by Kirin in a reasonably prompt manner subject to the availability of personnel and the level of tasks generally demanded of the Kirin staff groups involved.

ARTICLE IV

CHARGES FOR SERVICES

4.01 Charges for Services. Services supplied to the Company by Kirin under Articles II and III hereof shall be charged on the following basis:

The Company will be charged for each hour of service supplied hereunder an amount equal to the product of two and one-half (2 1/2,' and the annual base salary of the person supplying a particular service to the Company, divided by two thousand (2000). Base salary for the purposes of this section

shall mean the base salary paid to such person by Kirin or a Subsidiary for the twelve (12) month period terminating at the end of the fiscal quarterimmediately preceding (or for persons who were not employed by Kirin or a Subsidiary for such period an annualized equivalent computation thereof) the time the services were rendered and shall not include bonuses or an amount for fringe or other benefits.

4.02 Reimbursement and Record -Keeping. For all services supplied to the Company by Kirin under Articles II and III hereunder, the Company shall make reimbursement to Kirin monthly within thirty (30) days of receipt of Kirin's invoice therefor. Kirin shall keep reasonable records as evidence of the above costs for periods of not less than three (3) years and shall allow the Company to examine such records at reasonable times.

ARTICLE V

RESPONSIBILITY

5.01 Relationship of the Parties. Nothing in this Agreement shall be construed as (a) an assumption by Kirin of any obligation to increase the sales or profits of the Company or otherwise to guarantee the success (b) of the Company's operations; an assumption by Kirin of any Company; financial obligation to the

between the Company and employees or consultants of Kirin, its subsidiaries or associated companies; (d) an assumption by Kirin of any responsibility for the work performed by outside suppliers employed by the Company at the suggestion or recommendation of Kirin; or (e) the delegation of any function or authorityof the Company to Kirin; it being understood that Kirin will make recommendations and offer advice pursuant to this Agreement but that all decisions with respect thereto and otherwise shall be and remain dependent upon appropriate action of the Board of Directors or the authorized officers of the Company.

ARTICLE VI

TERM

6.01 Term. This Agreement shall come into effect as of the date hereof and shall remain in full force and effect until terminated by the agreement of the parties.

ARTICLE VII

NOTICE

7.01 Method and Addresses. Any notices required or permitted to be given pursuant to this Agreement shall be given in writing and forwarded charges prepaid, by registered first-

class mail, or by telex confirmed by registered-first-class mail, and addressed as follows:

If to Kirin:	Senior Vice President KIRIN BREWERY CO., LTD. 26-1, Jingumae 6 Chome Shibuya-Ku, Tokyo 150 JAPAN Telex No.: 242-5401 KIRIN J
If to the Company:	President KIRIN-AMGEN, INC. c/o 1900 Oak Terrace Lane Thousand Oaks, CA 91320 USA Telex No.:
With a copy to:	Joel S. Marcus, P.C. Musick, Peeler & Garrett One Wilshire Boulevard Los Angeles, CA 90017

Either party may give written notice for a change of address in accordance with the provisions of this Article VII and, there after, any notice or request to be given hereunder shall be forwarded to the new address so provided. All notices given hereunder shall be deemed to have been received by the party addressed (a) immediately upon personal delivery, (b) one (1) business day after notice given by telegram or telex, or (c) ten (10) business days after the date of posting of notice sent by

ARTICLE VIII

HEADINGS

8.01 Headings. Article and Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

ARTICLE IX

ASSIGNMENT

9.01 Written Consent. This Agreement shall be binding upon and inure to the benefit of Kirin and its successors and assigns. This Agreement may not be assigned in whole or in part by either party except with the prior written consent of the other party.

ARTICLE X

MISCELLANEOUS

10.01 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the services described herein to be provided by Kirin to the Company and supersedes all previous negotiations, commitments and writings. This Agreement may not be modified or amended except

by a writing duly signed by the authorized representatives of the parties hereto. Any condition or provision of or in any document or communication whatsoever, other than a writing amending or modifying this Agreement- in accordance with the second sentence of this Section 10.01, shall be deemed inapplicable to the obligations between the parties hereto.

10.02 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of Kirin and the Company.

ARTICLE XI

APPLICABLE LAW

11.01 Application of California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Kirin and the Company have caused this Agreement to be executed by their respective duly authorized

representatives in the manner legally binding upon them as of the date first above written.

KIRIN BREWERY CO., LTD.

By
Its

KIRIN-AMGEN, INC.

BY
Its

AMGEN/KIRIN-AMGEN, INC.

SERVICES AGREEMENT

THIS AMGEN/KIRIN-AMGEN, INC. SERVICES AGREEMENT ("Agreement") is made as of this day of , 1984, by and between AMGEN, a California corporation ("Amgen") and KIRIN AMGEN, INC., a California corporation ("Company").

R E C I T A L S

WHEREAS, Amgen, Kirin and the Company have entered into that certain Shareholders' Agreement, dated May 11, 1984, ("Shareholders' Agreement"), with respect to the formation of the Company to engage in the development, manufacture, production and sale of EPO products (as defined in the Shareholders' Agreement) for human therapeutic use in the Field of Activity (as defined in the Shareholders' Agreement);

WHEREAS, Amgen is willing to provide or cause to be provided certain services to -the Company as described below and in accordance with the terms set forth below;

EXHIBIT "I"

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

DEFINITIONS

1.01 Administrative Services: Those services more fully described in Article III hereof including, without limitation, financial, legal, personnel, and public relations services.

1.02 EPO: As defined in the Shareholders' Agreement (the "Shareholders' Agreement") among Amgen, Kirin Brewery Co., Ltd., a corporation organized and existing under the laws of Japan ("Kirin"), and the Company, of even date herewith.

1.03 Field of Activity: As defined in the Shareholders' Agreement.

1.04 Management Support Services: Those services more fully described in Article II hereof, including without limitation the marketing support and commercial development services to be supplied by the personnel referred to in Article II.

1.05 Subsidiary: A corporate entity other than Amgen, of which at least fifty percent (50%) of the voting stock is owned or controlled, directly or indirectly, by Amgen.

ARTICLE II

MANAGEMENT SUPPORT SERVICES

2.01 Types of Services. For the term of this Agreement, Amgen shall make available to the Company the following services in connection with the Field of Activity as the Company requests:-

(a) general management support in connection with the day-to-day operation of the Company's business, including operating and sales services; and

(b) commercial development and marketing research services concerning the Field of Activity.

2.02 Personnel. Amgen shall make available to the Company the services described in Section 2.01. Upon request of the Company, Amgen shall assign to the Company various personnel or consultants retained by Amgen to provide such services. Such personnel or consultants shall report directly to the Chief Executive Officer of the Company or his designee and to carry out their reasonable and lawful orders in connection with the furnishing of such services as described in Section 2.01. Such personnel or consultants shall be compensated by Amgen and shall remain as employees or consultants of Amgen.

ARTICLE III

ADMINISTRATIVE SERVICES

3.01 Administrative Services. Amgen shall make available to the Company the services of its treasury, control, planning, internal audit, tax, legal, personnel, public relations, data procesing, purchasing and insurance departments, or the equivalents thereof, and other miscellaneous administrative staff groups, or the equivalents thereof, to advise and assist the Company with respect to matters falling within the areas of expertise of these various departments as the Company requests.

3.02 Requests and Timing of Services. The Administrative Services under this Article III shall be made available to the Company in accordance with written requests made by the Company and shall be performed by Amgen's internal staff groups which generally perform such services for Amgen. These Administrative Services shall be provided by Amgen in a reasonably prompt manner subject to the availability of personnel and the level of tasks generally demanded of the Amgen staff-groups involved.

ARTICLE IV

CHARGES FOR SERVICES

4.01 Charges for Services. Services supplied to the Company by Amgen under Articles II and III hereof shall be charged on the following basis:

The Company will be charged for each hour of service supplied hereunder an amount equal to the product of two and one-half (2 1/2) and the annual base salary of the person supplying a particular service to the Company, divided by two thousand (2000). Base salary for the purposes of this section shall mean the base salary paid to such person by Amgen or a Subsidiary for the twelve (12) month period termination at the end of the fiscal quarter immediately preceding (or for persons who were not employed by Amgen or a Subsidiary for such period an annualized equivalent computation thereof) the time the services were rendered and shall not include bonuses or an amount for fringe or other benefits.

4.02 Reimbursement and Record Keeping. For all services supplied to the Company by Amgen under Articles II and III hereunder, the Company shall make reimbursement to Amgen monthly within thirty (30) days of receipt of Amgen's invoice therefor: Amgen shall keep reasonable records as evidence of the above costs for periods of not less than three (3) years and shall allow the Company to examine such records at reasonable times.

ARTICLE V

RESPONSIBILITY

5.01 Relationship of the Parties. Nothing in this Agreement shall be construed as (a) an assumption by Amgen of any obligation to increase the sales or profits of the Company or otherwise to guarantee the success of the Company's operations; (b) an assumption by Amgen of any financial obligation to the Company; (c) the creation of any relationship of employment between the Company and employees or consultants of Amgen, its subsidiaries or associated companies; (d) an assumption by Amgen of any responsibility for the work performed by outside suppliers employed by the Company at the suggestion or recommendation of Amgen; or (e) the delegation of any function or authority of the Company to Amgen; it being understood that Amgen will make recommendations and offer advice pursuant to this Agreement but that all decisions with respect thereto and otherwise shall be and remain dependent upon appropriate action of the Board of Directors or the authorized officers of the Company.

ARTICLE VI

TERM

6.01 Term. This Agreement shall come into effect as of the date hereof and shall remain in full force and effect until terminated by the agreement of the parties.

ARTICLE VII

NOTICES

7.01 Method and Addresses. Any notices required or permitted to be given pursuant to this Agreement shall be given in writing and forwarded charges prepaid, by registered firstclass mail, or by telex confirmed by registered first-class mail, and addressed as follows:

If to Amgen:	Chief Financial Officer Amgen 1900 Oak Terrace Lane Thousand Oaks, CA 91320 USA Telex No.:
With a copy to:	Alan C. Mendelson, Esq. Cooley, Godward, Castro, Huddleson & Tatum 5 Palo Alto Square Suite 400 Palo Alto, CA 94306
If to the Company:	Chief Financial Officer Kirin-Amgen, Inc. 1900 Oak Terrace Lane Thousand Oaks, CA 91320 USA Telex No.:
With a copy to:	Joel S. Marcus, P.C. Musick, Peeler & Garrett One Wilshire Boulevard Los Angeles, CA 90017

Either party may give written notice for a change of address in accordance with the provisions of this Article VII and, there after, any notice or request to be given hereunder shall be forwarded to the new address so provided. All notices given hereunder shall be deemed to have been received by the party

addressed-(a) immediately upon personal delivery, (b) one (1) business day after notice given by telegram or telex, or (c) ten (10) business days after the date of posting of notice sent by registered or certified mail.

ARTICLE VIII

HEADINGS

8.01 Headings. Article and Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

ARTICLE IX

ASSIGNMENT

9.01 Written Consent. This Agreement shall be binding upon and inure to the benefit -of Amgen and its successors and assigns. This Agreement may not be assigned in whole or in part by either party except with the prior written consent of the other party.

ARTICLE X

MISCELLANEOUS

10.01 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the services described herein to be provided by Amgen to the Company and supersedes all previous negotiations, commitments, and writings. This Agreement may not be modified or amended except by a writing duly signed by the authorized representatives of the parties hereto. Any condition or provision of or in any document or communication whatsoever, other than a writing amending or modifying this Agreement in accordance with the second sentence of this Section 10. 01, shall be deemed inapplicable to the obligations between the parties hereto.

10.02 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of Amgen and the Company.

ARTICLE XI

APPLICABLE LAW

11.01 Application of California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Amgen and the Company have caused this Agreement to be executed by their respective duly authorized representatives in the manner legally binding upon them as of the date first above written.

AMGEN
By
Its

KIRIN-ANGEN, INC.

By
Its

KIRIN BREWERY CO., LTD./KIRIN-AMGEN, INC.

LICENSE AGREEMENT

THIS KIRIN BREWERY CO., LTD./KIRIN-AMGEN, INC. LICENSE AGREEMENT ("Agreement") is made this day of , 1984, by and between KIRIN-AMGEN, INC., a California corporation ("Company"), and KIRIN BREWERY CO., LTD., a Japanese corporation ("Kirin").

R E C I T A L S

WHEREAS, Amgen, a corporation organized and existing under the laws of the State of California ("Amgen"), has assigned to the Company, perpetually and irrevocably, certain proprietary technology relating to and useful in the production and worldwide commercial sale of erythropoietin;

WHEREAS, Amgen, Kirin and the Company have entered into that certain Shareholders' Agreement, dated May 11, 1984, ("Shareholders' Agreement"), with respect to the formation of the Company to engage in the development, manufacture, production and sale of EPO products (as defined in the Shareholders' Agreement) for human therapeutic use in the Field of Activity (as defined in the Shareholders' Agreement).

EXHIBIT "J"

WHEREAS, Kirin, Amgen and the Company have entered into a Development and Supply Agreement of even date herewith (the "Development Agreement"), pursuant to which Kirin and Amgen will conduct development work for the Company with regard to certain elements of the Transferred Technology (as hereinafter defined), and the Company will own the entire right, title and interest in such technology, patent rights and organisms (including the right to grant the license to Kirin hereunder);

WHEREAS, Kirin desires to obtain from the Company the EPO Technology and to acquire a license to such technology, patent rights and organisms in order to develop, manufacture, market and sell EPO (as hereinafter defined) in the Field of Activity (as hereinafter defined) in its Territory (as hereinafter defined) employing such technology; and in view of the Shareholders' Agreement and the parties further development activities pursuant to the Development Agreement, the Company is willing to grant such a license to Kirin; and

WHEREAS, the Company has granted a similar license to Amgen, of-even date herewith (the "Amgen License"), with respect to the exploitation of the EPO Technology in the United States of America, its territories and possessions, on substantially the same terms and conditions contained herein and for the same purposes described herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.01 EPO: "EPO" shall have the meaning set forth in the Shareholders' Agreement.

1.02 EPO Technology: "EPO Technology" shall have the meaning set forth in the Shareholders' Agreement.

1.03 EPO Organisms: "EPO Organisms" shall have the meaning set forth in the Shareholders' Agreement.

1.04 Territory: "Territory" shall mean the territory composed of the country of Japan.

1.05 Field of Activity: "Field of Activity" shall have the meaning set forth in the Shareholders' Agreement.

1.06 Party. "Party" shall mean Kirin or the Company or, when used in the plural, Kirin and the Company.

1.07 Development Program: "Development Program" shall have the meaning set forth in the Shareholders' Agreement.

1.08 Subsidiary: "Subsidiary" shall mean a corporate entity more than 50% of the voting stock of which is owned or controlled, directly or indirectly, by Kirin or the Company.

1.09 Term of Support: "Term of Support" shall have the meaning set forth in the Development Agreement.

1.10 Sales Value: "Sales Value" means the gross amount billed by Kirin and its Subsidiaries, as the case may be, to customers with respect to the sale or use of EPO Products less: (1) trade and/or quantity discounts, to the extent permitted by law; (2) returns and allowances; and (3) retroactive price reductions.

1.11 Force Majeure: "Force Majeure" shall have the meaning set forth in Article 22 of the Shareholders' Agreement.

ARTICLE II

GRANT OF LICENSE

2.01 Grant of License. For the term of this Agreement and subject to the reservations contained in this Article II, the Company hereby grants to Kirin a sole and exclusive license to all EPO Technology, for the limited purposes of engaging in the Field of- Activity and solely for use in the manufacture and marketing of EPO in the Territory.

2.02 Rights to Sublicense. The Company also grants to Kirin the right to grant sublicenses within and limited to the scope of the right and license granted to the Company in Section 2.01 only (a) to any Subsidiary of Kirin, (b) to customers of Kirin, inlcuding marketing and distribution agents, in connection with sales of EPO, (c) to a single manufacturer of EPO, other than Kirin or any Subsidiary, for the account of Kirin, and (d) to licensees of Kirin under patents, know-how or materials owned by Kirin to the extent such licensees require any such sublicenses in order to practice the patents or know-how or to use the materials that are the subject of the license from Kirin; provided, however, that no sublicense shall be granted under clause (c) or (d) hereof without the prior written consent (not to be unreasonably withheld) of the Company. Any sublicensees of Kirin shall undertake in writing to be bound by the provisions of Section 3.02 hereof to the same extent Kirin is bound. Kirin shall notify the Company of the identity of each sublicensee to whom a sublicense is granted and provide the Company a true copy of such sublicense. In the event that the license granted to Kirin hereunder is terminated at any time, the Company shall have the option to terminate or to have Kirin assign to the Company, retroactive to such termination, any sublicenses granted hereunder by Kirin to any Subsidiary of Kirin. Kirin shall include, in all its sublicenses granted hereunder to any Subsidiary of Kirin, provisions for such termination and assignment.

2.03 Amgen License. The Company reserves the right to grant licenses to utilize the EPO Technology to Amgen in accordance with the terms of the Amgen License.

2.04 Other Licenses. The Company reserves the right to grant licenses to utilize the EPO Technology in the manner provided in the Shareholders' Agreement.

2.05 No License Fee. Except as provided in Article IV, there shall be no license fee paid to the Company by Kirin for the grant of the license described in this Article II.

ARTICLE III

DISCLOSURE

3.01 Disclosure.

(a) The Company shall, in accordance with the Shareholders' Agreement and the Development Agreement during the Term of Support, reasonably disclose and deliver to Kirin all EPO Technology in sufficient detail to permit Kirin to employ such data for the purposes provided herein.

(b) Kirin shall, during the Term of Support, have the right to attend and participate in the Company's technical meetings, conduct plant visits at reasonable intervals and receive information concerning the EPO Technology.

3.02 Confidentiality.

(a) Any secret or confidential EPO Technology which is disclosed to Kirin pursuant to this Agreement or the Shareholders' Agreement, shall be designated as confidential information in the following manner:

(i) If the disclosure is in written form, by prominently marking or stamping each document containing such information with a notice indicating the confidential and proprietary nature of the information; and

(ii) If the disclosure is in oral form, by orally stating at the time of such disclosure that the information disclosed is confidential and proprietary and by delivering to Kirin within fifteen (15) days of the oral disclosure written notice confirming the confidential and proprietary nature of the information.

(b) Except to the extent expressly authorized by Agreement, the Shareholders' Agreement, the Development Agreement or by other prior written consent of the Company for the term of this Agreement and thereafter, Kirin shall keep completely confidential and shall not publish or otherwise disclose to others and shall not use any secret or confidential EPO Technology disclosed or provided to Kirin by the Company. For the purposes of this Agreement, EPO Technology shall be deemed not secret or confidential to the extent, and only to the extent, that it:

(i) was known to Kirin at the time of its disclosure and not otherwise subject to an obligation of Kirin to keep such information confidential;

(ii) was generally available to the public or was otherwise part of the public domain at the time of its disclosure;

(iii) became generally available to the public or became otherwise part of the public domain after its disclosure and other than through any act or omission of Kirin in breach of this Agreement; or

(iv) became known to Kirin after its disclosure (A) from a source other than the Company (including from independent development by Kirin), (B) other than from a third party who had an obligation to the Company not to disclose such information to others, and (C) other than under an obligation of confidentiality. Kirin may disclose any EPO Technology to the extent such disclosure or delivery is necessary for Kirin to comply with laws or regulations, or to make, use or sell under any license granted hereunder by the Company or to sublicense others to do so; provided, that Kirin shall give the Company reasonable advance notice of such proposed disclosure or delivery, shall use its best efforts to secure confidential treatment of the EPO Technology to be disclosed and shall advise the Company in writing of the manner in which that was done.

(c) The obligation of confidentiality imposed by this Section 3.02 shall survive termination of this Agreement for any reason whatsoever.

3.03 EPO Organisms.

(a) The Company shall during the Term of Support provide to Kirin such EPO Organisms as Kirin requests and as are required for Kirin's business within the Field of Activity, solely for use by Kirin during the period of and under the terms of the right to use such EPO Organisms granted by the Company to Kirin in Sections 2.01 and 2.02, above.

(b) The license granted herein to Kirin with respect to the EPO Organisms shall be limited solely to the use by Kirin of such EPO Organisms in the Field of Activity. Except as expressly authorized by this Agreement or by other prior written consent of the Company, for the term of this Agreement and thereafter, Kirin shall not deliver, transmit or provide to any person other than to a sublicensee under a license granted in accord in Section 2.02, and shall not use, any of the EPO Organisms owned by the Company, or authorize, cause or aid anyone else to do so. Except for Sections 2.01 and 2.02, above, nothing in this Agreement shall be deemed to give Kirin any right or license to use, manufacture, replicate or reproduce any of the EPO Organisms owned by the Company, or to authorize, aid, or cause others so to do.

ARTICLE IV

ROYALTY

4.01 Royalty. Kirin shall pay to the Company a royalty, at the applicable rate hereinafter specified, on EPO which is sold by Kirin or any of its Subsidiaries in the Territory while any license acquired hereunder by Kirin with respect to EPO shall remain in force, whether or not such Subsidiaries are sublicensed pursuant to Section 2.05, such royalty rate to be applied to the Sales Value of such EPO. The royalty rate applicable to the EPO is five percent (5%) of the Sales Value.

4.02 Sales to Subsidiaries. No royalties shall be payable in respect of any sale of EPO as between Kirin and any Subsidiary, but any resale of such EPO, or use thereof to manufacture a product for sale by Kirin and any such Subsidiary shall require the payment of a royalty hereunder to the Company.

4.03 Records. Kirin shall keep full, complete and accurate records with regard to the sale of EPO sufficient to enable the Company to verify the accuracy of the statements required by Section 4.04 (a) hereof. The Company shall have the right through its accredited auditing representative to make an examination and audit, during normal business hours, not more frequently than annually, of all such records and such other records and accounts as may under recognized accounting practices contain information bearing upon the amount of royalty payable to

it under this Agreement. Prompt adjustment shall be made by the proper partyto compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement appears in a letter, signed by the party having such right and delivered to the other party, expressly waiving such rights.

4.04 Terms of Accounting.

(a) Within sixty (60) days after the end of each semiannual period ending on June 30th or December 31st, commencing with the semiannual period after the first sale of EPO by Kirin, Kirin shall. furnish to the Company a statement, in form acceptable to the Company, certified by a responsible official of Kirin showing,all EPO sold during such semiannual period, the Sales Value of .such EPO and the amount of royalty payable thereon (or if no EPO has been so sold, showing this fact).

(b) Within such sixty (60) days Kirin shall, irrespective of its own business and accounting methods, pay to the Company the royalties payable for such semiannual period.

(c) Kirin shall furnish whatever additional information the Company may reasonably prescribe from time to time to enable the Company to ascertain which EPO sold by Kirin or any of its Subsidiaries are subject to the payment of royalty to the Company, and the amount of royalty payable thereon.

4.05 Late Payments. Royalty payments provided for in this Agreement shall, when overdue, be subject to a late payment charge calculated at an annual rate of one percent (1%) over the prime rate or successive prime rates in effect in Los Angeles, California during delinquency; provided, however, that if the amount of such late payment charge exceeds the maximum permitted by law for such charge, such charge shall be reduced to such maximum amount.

4.06 Payments. Payment to the Company shall be made in United States dollars. If any royalty for any semiannual period referred to in Section 4.04 is computed in Japanese currency, conversion to United States dollars shall be at the prevailing rate as quoted for the last day of such semiannual period by leading banks in Tokyo, Japan.

4.07 Taxes. Kirin shall bear all taxes, however, designated, imposed as a result of the existence or operation of this Agreement, including, but not limited to, any tax on or measured by, any payment or receipt of payment hereunder, any registration tax, any tax imposed with respect to the granting or transfer of licenses or other rights or considerations hereunder, and any tax which Kirin is required to withhold or deduct from payments to the Company, except any such tax imposed upon the Company by any governmental entity within or without the United States.

ARTICLE V

PATENT APPLICATIONS AND COPYRIGHT REGISTRATIONS

5.01 Patent Applications. Kirin shall pay the Company's reasonable costs and expenses (including attorney's fees) incurred to file, prosecute and maintain in force any patent applications or patents of the EPO Technology, which Kirin shall desire the Company to file, prosecute or maintain in the Territory; provided, that, to the extent an application or patent includes subject matter not covering the manufacture, use and sale ofproducts in the Field of Activity, Kirin shall pay an equitable pro rata share of such expenses.

ARTICLE VI

PATENT, COPYRIGHT AND TRADE SECRET ENFORCEMENT

6.01 Enforcement. Subject to Section 6.03, Kirin shall have the right, but not the obligation, to bring, defend and maintain any appropriate suit or action involving infringement of any patent or copyright, misappropriation of any trade secret or interference with any other intellectual property right relating to the EPO Technology that Kirin shall have obtained pursuant to this Agreement.

6.02 Infringements. Subject to Section 6.03, Kirin shall have the right, but not the obligation, to bring, defend

and maintain any appropriate suit or action involving infringement in the Field of Activity of any patent of the EPO Technology covering only the making, use or sale or products or the use of processes in the Field of Activity. If Kirin finds it necessary to join the Company in such suit or action, the Company shall execute all papers and perform such other acts as may be reasonably required and may, at its option, be represented by counsel of its choice. Kirin shall pay to the Company its reasonable expenses (excluding its attorney's fees) in connection with any such suit or action. Should Kirin lack standing to bring any such action then Kirin may cause the Company to do so upon first undertaking to indemnify and hold the Company harmless (to the extent permissible by law) from all consequent liability and to promptly reimburse all reasonable expenses (including attorney fees) stemming therefrom. Any amount recovered in any such action or suit, whether by judgment or settlement, shall be paid to or retained entirely by Kirin.

6.03. Maintenance of Action. Kirin shall notify the Company of any material infringement in the Field of Activity of any patent within the EPO Technology covering the making, use or sale of products or the use of processes both within and outside the Field of Activity and shall provide the Company with any available evidence of such infringement. The Company and Kirin shall consult with each other as to the best manner in which to

proceed. The Company shall have the first right, but no obligation, to bring or defend any suit or action on any claim involving such infringement of any such patent of the EPO Technology on such terms relating to reimbursement of associated costs and expenses as shall be agreed to. If the Company finds it necessary or desirable to join Kirin in such suit or action, Kirin shall execute all papers and perform such other acts as may be reasonably required to do so and may, at its option be represented by counsel of its choice unless the Company and Kirin otherwise agree, any amount recovered in any such action, whether by judgment or settlement, after payment to the Company of such reasonable costs and expenses (excluding attorney's fees), shall be paid to or retained by Kirin. In the event the Company fails to take action with respect to such infringement within a reasonable period, no less than six (6) months, following receipt of such notice and evidence, Kirin shall have the right to bring, defend and maintain any appropriate suit or action involving such infringement in the Field of Activity. If Kirin finds it necessary to join the Company in such suit or action, the Company shall execute all papers and perform such other acts as may be reasonably required and may, at its option, be represented by counsel of its choice. Kirin shall pay to the Company the reasonable expenses of the Company (excluding its attorney's fees) in connection with any such suit or action. Any amount recovered in any such action or suit, whether by judgement or

settlement, after payment to the Company of such reasonable costs and expenses (excluding attorney's fees), shall be paid to or retained entirely by Kirin.

ARTICLE VII

TERM AND TERMINATION

7.01. Term. Unless sooner terminated as provided below, the license and rights granted under Sections 2.01 and 2.02 hereof under patents shall continue with respect to each patent of the EPO Technology for the life of that patent.

7.02. Effective Date. This Agreement (including the license and rights granted under Sections 2.01 and 2.02 hereof) shall come into effect as of the date hereof and shall remain in full force and effect until the earlier of (a) the liquidation or dissolution of the Company, or (b) termination pursuant to either Section 7.03 or 7.04.

7.03. Default. In the event that a Party (the "Defaulting Party") shall (a) fail to make any payment hereunder when and as due, or otherwise default in its obligations hereunder and fail to remedy such default within sixty (60) days after such default shall have been called to its attention by notice from another Party, (b) become bankrupt or insolvent, or file a petition in bankruptcy or make a general assignment for the benefit of creditors or otherwise acknowledge insolvency, or

be adjudged bankruptcy, (c) go or be placed in a process of complete liquidation other than for an amalgamation or reconstruction, or (d) suffer the appointment of a receiver for any substantial portion of its business who shall not be discharged within sixty (60) days after his appointment, then, and in any such event, any other Party, at its option, may terminate its obligations to and the rights of the Defaulting Party under this Agreement upon ten (10) days' written notice to the Defaulting Party, which termination shall be effective as of the occurrence of the event giving rise to the option to terminate.

7.04. Survival. Notwithstanding the termination of a Party's obligations to
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or the rights of the Defaulting Party under this Agreement in accordance with the provisions of Sections 7.02, 7.03, the provisions of Section 3.02, this Section 7.04 and Article VIII hereof shall survive such termination and continue in full force and effect for an indefinite term. Upon termination of this Agreement for any reason, and without limitation of other remedies, Kirin shall immediately return to the Company (to the extent such return is technically feasible) all EPO Technology in the possession of Kirin or its Subsidiaries, or of which Amgen shall have the right to regain possession or, at the sole election of the Company, shall destroy such EPO Technology (to the extent technically feasible).

ARTICLE VIII

INFRINGEMENTS

8.01 Infringements. In the event that Kirin is charged with infringement or unauthorized use of the alleged patent rights or proprietary rights of others by reason of the exploitation by Kirin of EPO Technology or any component thereof, then the Company shall indemnify and hold Kirin harmless from such claim to the full extent of any damage recovery with respect to such claim and legal costs incurred in Kirin's defense.

ARTICLE IX

CONSENTS AND APPROVALS

9.01. Best Efforts. The parties hereto shall use their best efforts to obtain as soon as practicable any and all consents, approvals, orders or authorizations required to be obtained from any governmental authority with respect to the provisions hereof.

ARTICLE X

NOTICE

10.01. Company Notice. All materials to the Company under this Agreement shall be in writing and sent to:

Kirin-Amgen, Inc.
1900 Oak Terrace Lane
Thousand Oaks, CA 91320
Attn: Corporate Secretary

With a copy to: Joel S. Marcus, P.C.
Musick, Peeler & Garrett
One Wilshire Boulevard
Los Angeles, CA 90017

10.02. Kirin Notice. All notices to Kirin under this Agreement shall be in writing and sent to:

Senior Vice President
KIRIN BREWERY CO., LTD.
26-1, Jingumae 6 Chome
Shiguya-Ku, Tokyo 150
Japan
Telex No.: 242-5401 KIRINBJ

10.03. Changes. The addresses given above may be changed by notice as specified above.

10.04. Notice Deemed Given. Notices required or permitted hereunder and sent as specified above shall be deemed

given (a) immediately upon personal delivery, (b) one (1) business day after notice given by telegram or telex, and (c) ten (10) business days after the date of posting notice, sent by registered or certified mail.

ARTICLE XI

MISCELLANEOUS

11.01. Entire Agreement. This Agreement, together with any other written agreements between the parties hereto, set forth the entire agreement of the parties with respect to the subject matter hereof and may not be modified except by a writing signed by authorized representatives of the parties hereto.

11.02. Headings. Article and section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

11.03. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute but one and the same instrument.

11.04 Force Majeure. It is agreed that each of the Parties hereto is excused from performing such acts as are

required hereunder as may be prevented by or whose purpose is frustrated by Force Majeure. The Party so affected shall give notice to the other Party in writing promptly and thereupon shall be excused from such of its obligations hereunder as it is unable to perform on account of the Force Majeure throughout the duration thereof plus a period of thirty (30) days. Notwithstanding the foregoing, should an event of Force Majeure remain in effect for a period of six (6) months, then in such event, the Company and Kirin hereby agree to promptly renegotiate the terms of this Agreement, and if no such agreement can be reached within sixty (60) days of such six (6) month period, the party not so effected by the Force Majeure shall have the option to terminate this Agreement and if such party so elects then this Agreement shall automatically terminate and be of no further force or effect.

11.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11.06. Assignment on Written Consent. This Agreement shall be binding upon and inure to the benefit of the Company and Kirin and their respective successors and assigns to the extent it is assignable. This Agreement may not be assigned in whole or in part by Kirin, except with the prior written consent of the Company or except as part of the sale of the Company's entire business relating to the Field of Activity.

11.07. Severability. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal or-unenforceable in any respect, the validity, legality and/or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. In such event, such invalid provision or provisions shall be validly reformed to as nearly approximate the intent of the Parties as possible and if unreformable, shall be severed and deleted from this Agreement.

11.08. No Waiver. No failure or delay on the part of either Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or the remedies provided by law.

11.9. Trademarks and Tradenames. The Company grants no rights to Kirin in any trademarks or tradenames of the Company or of any of its respective subsidiaries or affiliated companies.

11.10. Indemnity. Kirin hereby (a) releases the Company from any obligation to defend, indemnify or save Kirin and its agents and employees harmless from and (b) agrees to defend, indemnify and save the Company harmless from any and all cost, expenses (including attorneys' fees), liabilities, damages and claims for any injury or death to persons or damage to or destruction of property, or other loss, arising out of or in

connection with any product made, used or sold by Kirin or the use by Kirin of the EPO Technology furnished pursuant to any provision hereunder, or otherwise arising out of or related to the performance of this Agreement.

11.11. Other Agreements. Any other provision of this Agreement notwithstanding, noting in this Agreement shall obligate the Company to disclose to Kirin any information or to make available to the Kirin any materials in violation of an obligation of secrecy or a limitation of use imposed by a third party from whom such information or materials shall have been received.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives in the manner legally binding on them as of the date first above written.

KIRIN-AMGEN, INC.

By

Its

KIRIN BREWERY CO., LTD.

By

Its

AMGEN/KIRIN-AMGEN, INC.

LICENSE AGREEMENT

THIS AMGEN/KIRIN-AMGEN, INC. LICENSE AGREEMENT is made this day of , 1984, by and between KIRIN-AMGEN, INC., a California corporation ("Company"), and AMGEN, a California corporation ("Amgen").

R E C I T A L S

WHEREAS, Amgen has assigned to the Company, perpetually and irrevocably, certain proprietary technology relating to and useful in the production and worldwide commercial sale of erythropoietin;

WHEREAS, Amgen, Kirin and the Company have entered into that certain Shareholders' Agreement, dated May 11, 1984, ("Shareholders' Agreement"), with respect to the formation of the Company to engage in the development, manufacture, production and sale of EPO products (as defined in the Shareholders' Agreement) for human therapeutic use in the Field of Activity (as defined in the Shareholders' Agreement).

EXHIBIT "K"

WHEREAS, Amgen, Kirin and the Company have entered into a Development and Supply Agreement of even date herewith (the "Development Agreement"), pursuant to which Amgen and Kirin will conduct development work for the Company with regard to certain elements of the Transferred Technology (as hereinafter defined) and the Company will own the entire right, title and interest in such technology, patent rights and organisms (including the right to grant the license to Amgen hereunder);

WHEREAS, Amgen desires to obtain from the Company the EPO Technology and to acquire a license to such technology, patent rights and organisms in order to develop, manufacture, market and sell EPO (as hereinafter defined) in the Field of Activity (as hereinafter defined) in its Territory (as hereinafter defined) employing such technology; and in view of the Shareholders' Agreement and the parties' further development activities pursuant to the Development Agreement, the Company is willing to grant such a license to Amgen; and

WHEREAS, the Company has granted a similar license to Kirin, of even date herewith (the "Kirin License"), with respect to the exploitation of the EPO Technology in the country of Japan on substantially the same terms and conditions contained herein and for the same purposes described herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.01 EPO. "EPO" shall have the meaning set forth in the Shareholders' Agreement.

1.02 EPO Technology. "EPO Technology" shall have the meaning set forth in the Shareholders' Agreement.

1.03 EPO Organisms. "EPO Organisms" shall have the meaning set forth in the Shareholders' Agreement.

1.04 Territory. "Territory" shall mean the territory composed of the United States of America, its territories and possessions.

1.05 Field of Activity. "Field of Activity" shall have the meaning set forth in the Shareholders' Agreement.

1.06 Party. "Party" shall mean Amgen or the Company or, when used in the plural, Amgen and the Company.

1.07 Development Program. "Development Program" shall have the meaning set forth in the Shareholders' Agreement.

1.08 Subsidiary. "Subsidiary" shall mean a corporate entity more than 50%of the voting stock of which is owned or controlled, directly or indirectly, by Amgen or the Company.

1.09 Term of Support. "Term of Support" shall have the meaning set forth in the Development Agreement.

1.10 Sales Value. "Sales Value" means the gross amount billed by Amgen and its Subsidiaries, as the case may be, to customers with respect to the sale or use of EPO Products less: (1) trade and/or quantity discounts to the extent permitted by law; (2) returns and allowances; and (3) retroactive price reductions.

1.11 Force Majeure. "Force Majeure" shall have the meaning set forth in Article 22 of the Shareholders' Agreement.

ARTICLE II

GRANT OF LICENSE

2.01 Grant of License. For the purposes of this Agreement and subject to the reservations contained in this Article II, the Company hereby grants to Amgen a sole and exclusive license to all EPO Technology for the limited purpose of engaging in the Field of Activity and solely for use in the

manufacture and marketing of EPO in the Territory. Said license shall be exclusive except as provided in Section 2.03 hereof.

2.02 Rights to Sublicense. The Company also grants to Amgen the right
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to grant sublicenses within and limited to the scope of the right and license granted to the Company in Section 2.01 only (a) to any Subsidiary of Amgen, (b) to customers of Amgen, including marketing and distribution agents, in connection with sales of EPO to such customers, (c) to a single manufacturer of EPO, other than Amgen or any Subsidiary, for the account of Amgen, and (d) to licensees of Amgen under patents, know-how or materials owned by Amgen to the extent such licensees require any such sublicense in order to practice the patents or know-how or to use the materials that are the subject of the license from Amgen; provided, however, that no sublicense shall be granted under clause (c) or (d) hereof without the prior written consent (not to be unreasonably withheld) ofthe Company. Any sublicensees of Amgen shall undertake in writing to be bound by the provisions of Section 3.02 hereof to the same extent Amgen is bound. Amgen shall notify the Company of the identify of each sublicensee to whom a sublicense is granted and provide the Company a true copy of such sublicense. In the event that the license granted to Amgen hereunder is terminated at any time, the Company shall have the option to terminate or to have Amgen assign to the Company, retroactive to such termination, any sublicenses granted hereunder by Amgen to any Subsidiary of

Amgen. Amgen shall include, in all its sublicenses granted hereunder to any Subsidiary of Amgen, provisions for such termination and assignment.

2.03 Kirin License. The Company reserves the right to grant licenses to utilize the EPO Technology to Kirin in accordance with the terms of the Kirin License.

2.04 Other Licenses. The Company reserves the right to grant licenses to utilize the EPO Technology in the manner provided in the Shareholders' Agreement.

2.05 No License Fee. Except as provided in Article IV, there shall be no license fee paid to the Company by Amgen for the grant of the license described in this Article II.

ARTICLE III

DISCLOSURE

3.01 Disclosure.

(a) The Company shall, in accordance with the Shareholders' Agreement and the Development Agreement during the Term of Support, reasonably disclose and deliver to Amgen all EPO Technology in sufficient detail to permit Amgen to employ such data for the purposes provided herein.

(b) Amgen shall, during the Term of Support, have the right to attend and participate in the Company's technical

meetings, conduct plant visits at reasonable intervals and receive information concerning the EPO Technology.

3.02 Confidentiality.

(a) Any secret or confidential EPO Technology which is disclosed to Amgen pursuant to this Agreement or the Shareholders' Agreement, shall be designated as confidential information in the following manner:

(i) If the disclosure is in written form, by prominently marking or stamping each document containing such information with a notice indicating the confidential and proprietary nature of the information; and

(ii) If the disclosure is in oral form, by orally stating at the time of such disclosure that the information disclosed is confidential and proprietary and by delivering to Amgen within fifteen (15) days of the oral disclosure written notice confirming the confidential and proprietary nature of the information.

(b) Except to the extent expressly authorized by this Agreement, the Shareholders' Agreement, the Development Agreement or by other prior written consent of the Company for the term of this Agreement and thereafter, Amgen shall keep completely confidential and shall not publish or otherwise disclose to others and shall not use any secret or confidential EPO Technology disclosed or provided to Amgen by the Company. For the purposes of this Agreement, EPO Technology shall be

deemed not secret or confidential to the extent, and only to the extent, that it:

(i) was known to Amgen at the time of its disclosure and not otherwise subject to an obligation of Amgen to keep such information confidential;

(ii) was generally available to the public or was otherwise part of the public domain at the time of its disclosure;

(iii) became generally available to the public or became otherwise part of the public domain after its disclosure and other than through any act or omission or Amgen in breach of this Agreement; or

(iv) became known to Amgen after its disclosure (A) from a source other than the Company (including from independent development by Amgen), (B) other than from a third party who had an obligation to the Company not to disclose such information to others, and (C) other than under an obligation of confidentiality. Amgen may disclose any EPO Technology to the extent such disclosure or delivery is necessary for Amgen to comply with laws or regulations, or to make, use or sell under any license granted hereunder by the Company or to sublicense others to do so; provided, that Amgen shall give the Company reasonable advance notice of such proposed disclosure or delivery, shall use its

best efforts to secure confidential treatment of the EPO Technology to be disclosed and shall advise the Company in writing of the manner in which that was done.

(c) The obligation of confidentiality imposed by this Section 3.02 shall survive termination of this Agreement for any reason whatsoever.

3.03 EPO Organisms.

(a) The Company shall during the Term of Support provide to Amgen such EPO Organisms as Amgen requests and as are reasonably required for Amgen's business within the Field of Activity, solely for use by Amgen during the period of and under the terms of the right to use such EPO Organisms granted by the Company to Amgen in Sections 2.01 and 2.02, above.

(b) The license granted herein to Amgen with respect to the EPO Organisms shall be limited solely to the use by Amgen of such EPO Organisms in the Field of Activity. Except as expressly authorized by this Agreement or by other prior written consent of the Company, for the term of this Agreement and thereafter, Amgen shall not deliver, transmit or provide to any person other than to a sublicensee under a license granted in accord in Section 2.02, and shall not use, any of the Licensed Organisms owned by the Company, or authorize, cause or aid anyone else to do so. Except for Sections 2.01 and 2.02, above, nothing in this Agreement shall be deemed to give Amgen any right or license to use, manufacture, replicate or reproduce any of the

Licensed Organisms owned by the Company, or to authorize, aid, or cause others so to do (although the Company may grant such rights to Amgen pursuant to Section 1.04 of the Amgen Assignment).

ARTICLE IV

ROYALTY

4.01 Royalty. Amgen shall pay to the Company a royalty, at the applicable rate hereinafter specified, on EPO which is sold by Amgen or any of its Subsidiaries in the Territory while any license acquired hereunder by Amgen with respect to EPO shall remain in force, whether or not such Subsidiaries are sublicensed pursuant to Section 2.05, such royalty rate to be applied to the Sales Value of such EPO. The royalty rate applicable to the EPO is five percent (5%) of the Sales Value.

4.02 Sales to Subsidiaries. No royalties shall be payable in respect of any sale of EPO as between Amgen and any Subsidiary, but any resale of such EPO, or use thereof to manufacture a product for sale by Amgen and any such Subsidiary shall require the payment of a royalty hereunder to the Company.

4.03 Records. Amgen shall keep full, complete and accurate records with regard to the sale of EPO sufficient to enable the Company to verify the accuracy of the statements required by Section 4.04(a) hereof. The Company shall have the right through its accredited auditing representatives to make an

examination and audit, during normal business hours, not more frequently than annually, of all such records and such other records and accounts as may under recognized accounting practices contain information bearing upon the amount of royalty payable to it under this Agreement. Prompt adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or other-wise, unless such statement appears in a letter, signed by the party having such right and delivered to the other party, expressly waiving such right.

4.04 Terms of Accounting.

(a) Within sixty (60) days after the end of each semiannual period ending on June 30th or December 31st, commencing with the semiannual after the first sale of EPO by Amgen, Amgen shall furnish to the Company a statement, in form acceptable to the Company, certified by a responsible official of Amgen showing all EPO sold during such semiannual period, the Sales Value of-such EPO and the amount of royalty payable thereon (or if no EPO has been so sold, showing that fact).

(b) Within such sixty (60) days Amgen shall, irrespective of its own business and accounting methods, pay to the Company the royalties payable for such semiannual period.

(c) Amgen shall furnish whatever additional information the Company may reasonably prescribe from time to time to enable the Company to ascertain which EPO sold by Amgen or any of its Subsidiaries are subject to the payment of royalty to the Company, and the amount of royalty payable thereon.

4.05 Late Payments. Royalty payments provided for in this Agreement shall, when overdue, be subject to a late payment charge calculated at an annual rate of one percent (lg) over the prime rate or successive prime rates in effect in Los Angeles, California during delinquency; provided, however, that if the amount of such late payment charge exceeds the maximum permitted by law for such charge, such charge shall be reduced to such maximum amount.

4.06 Payments. Payment to the Company shall be made in United States dollars.

4.07 Taxes. Amgen shall bear all taxes, however designated, imposed as a result of the existence or operation of this Agreement, including, but not limited to, any tax on or measured by, any payment or receipt of payment hereunder, any registration tax, any tax imposed with respect to the granting or transfer of licenses or other rights or considerations hereunder, and any tax which Amgen is required to withhold or deduct from payments to the Company, except any such tax imposed upon the Company by any governmental entity within or without the United States.

ARTICLE V

PATENT APPLICATIONS AND COPYRIGHT REGISTRATIONS

5.01 Patent Applications. Amgen shall pay the Company's reasonable costs and expenses (including attorney's fees) incurred to file, prosecute and maintain in force any patent applications or patents of the EPO Technology which Amgen shall desire the Company to file, prosecute or maintain in the Territory; provided, that, to the extent an application or patent includes subject matter not covering the manufacture, use and sale of products in the Field of Activity, Amgen shall pay an equitable pro rata share of such expenses.

ARTICLE VI

PATENT, COPYRIGHT AND TRADE SECRET ENFORCEMENT

6.01 Enforcement. Subject to Section 6.03, Amgen shall have the right, but not the obligation, to bring, defend and maintain any appropriate suit or action involving infringement of any patent or copyright, misappropriation of any trade secret or interference with any other intellectual property right relating to the EPO Technology that Amgen shall have obtained pursuant to this Agreement.

6.02 Infringements. Subject to Section 6.03, Amgen shall have the right, but not the obligation, to bring, defend

and maintain any appropriate suit or action involving infringement in the Field of Activity of any patent of the EPO Technology covering only the making, use or sale of products or the use of processes in the Field of Activity. If Amgen finds it necessary to join the Company in such suit or action, the Company shall execute all papers and perform such other acts as may be reasonably required and may, at its option, be represented by counsel of its choice. Amgen shall pay to the Company its reasonable expenses (excluding its attorney's fees) in connection with any such suit or action. Should Amgen lack standing to bring any such action then Amgen may cause the Company to do so upon first undertaking to indemnify and hold the Company harmless (to the extent permissible by law) from all consequent liability and to promptly reimburse all reasonable expenses (including attorney fees) stemming therefrom. Any amount recovered in any such action or suit, whether by judgment or settlement, shall be paid to or retained entirely by Amgen.

6.03 Maintenance of Action. Amgen shall notify the Company of any
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material infringement in the Field of Activity of any patent within the EPO Technology covering the making, use or sale of products or the use of processes both within and outside the Field of Activity and shall provide the Company with any available evidence of such infringement. The Company and Amgen shall consult with each other as to the best manner in which to

proceed. The Company shall have the first right, but no obligation, to bring or defend any suit or action on any claim involving such infringement of any such patent of the EPO Technology on such terms relating to reimbursement of associated costs and expenses as shall be agreed to. If the Company finds it necessary or desirable to join Amgen in such suit or action, Amgen shall execute all papers and perform such other acts as may be reasonably required to do so and may, at its option be represented by counsel of its choice unless the Company and Amgen otherwise agree, any amount recovered in any such action, whether by judgment or settlement, after payment to the Company of such reasonable costs and expenses (excluding attorney's fees), shall be paid to or retained by Amgen. In the event the Company fails to take action with respect to such infringement within a reasonable period, no less than six (6) months, following receipt of such notice and evidence, Amgen shall have the right to bring, defend and maintain any appropriate suit or action involving such infringement in the Field of Activity. If Amgen finds it necessary to join the Company in such suit- or action, the Company shall execute all papers and perform such other acts as may be reasonably required and may, at its option, be represented by counsel of its choice. Amgen shall pay to the Company the reasonable expenses of the Company (excluding it attorney's fees) in connection with any such suit or action. Any amount recovered in any such action or suit, whether by judgment or settlement,

after payment to the Company of such reasonable costs and expenses (excluding attorney's fees), shall be paid to or retained entirely by Amgen.

ARTICLE VII

TERM AND TERMINATION

7.01 Term. Unless sooner terminated as provided below, the license and rights granted under Sections 2.01 and 2.02 hereof under patents shall continue with respect to each patent of the EPO Technology for the life of that patent.

7.02 Effective Date. This Agreement (including the license and rights granted under Sections 2.01 and 2.02 hereof) shall come into effect as of the date hereof and shall remain in full force and effect until the earlier of (a) the liquidation or dissolution of the Company, or (b) termination pursuant to either Section 7.03 or 7.04.

7.03 Default. In the event that a Party (the "Defaulting Party") shall (a) fail to make any payment hereunder when and as due, or otherwise default in its obligations hereunder and fail to remedy such default within sixty (60) days after such default shall have been called to its attention by notice from another Party, (b) become bankrupt or insolvent, or file a petition in bankruptcy or make a general assignment for the benefit of creditors or otherwise acknowledge insolvency, or

be adjudged bankruptcy, (c) go or be placed in a process of complete liquidation other than for an amalgamation or reconstruction, or (d) suffer the appointment of a receiver for any substantial portion of its business who shall not be discharged within sixty (60) days after his appointment, then, and in any such event, any other Party, at its option, may terminate its obligations to and the rights of the Defaulting Party under this Agreement upon ten (10) days' written notice t the Defaulting Party, which termination shall be effective as of the occurrence of the event giving rise to the option to terminate.

7.04 Survival. Notwithstanding the termination of a Party's
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obligations to or the rights of the Defaulting Party under this Agreement in accordance with the Provisions of Sections 7.02, 7.03, the provisions of Section 3.02, this Section 7.04 and Article VIII hereof shall survive such termination and continue in full force and effect for an indefinite term. Upon termination of this Agreement for any reason, and without limitation of other remedies, Amgen shall immediately return to the Company (to the extent such return is technically feasible) all EPO Technology in the possession of Amgen or its Subsidiaries, or of which Amgen shall have the right to regain possession or, at the sole election of the Company, shall destroy such EPO Technology (to the extent technically feasible).

ARTICLE VIII

INFRINGEMENTS

8.01 Infringements. In the event that Amgen is charged with infringement or unauthorized use of the alleged patent rights or proprietary rights of others by reason of the exploitation by Amgen of EPO Technology or any component thereof, then the Company shall indemnify and hold Amgen harmless from such claim to the full extent of any damage recovery with respect to such claim and legal costs incurred in Amgen's defense.

ARTICLE IX

CONSENTS AND APPROVALS

9.01 Best Efforts. The parties hereto shall use their best efforts to obtain as soon as practicable any and all consents, approvals, orders or authorizations required to be obtained from any governmental authority with respect to the provisions hereof.

ARTICLE X

NOTICE

10.01 Company Notice. All materials to the Company under this Agreement shall be in writing and sent to:

Kirin-Amgen, Inc.
1900 Oak Terrace Lane
Thousand Oaks, CA 91320
Attn: Corporate Secretary

With a copy to: Joel S. Marcus, P.C.
Musick, Peeler & Garrett
One Wilshire Boulevard
Los Angeles, CA 90017

10.02 Amgen Notice. All notices to Amgen under this Agreement shall be in writing and sent to:

Amgen
1900 Oak Terrace Lane
Thousand Oaks, CA 91320
Attn: Secretary

With a copy to: Alan C. Mendelson
Cooley, Godward, Castro,
Huddleson & Tatum
5 Palo Alto Square
Suite 400
Palo Alto, CA 94306

10.03 Changes. The addresses given above may be changed by notice as specified above.

10.04 Notice Deemed Given. Notices required or permitted hereunder
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and sent as specified above shall be deemed given (a) immediately upon personal delivery, (b) one (1) business day after notice given by telegram or telex, and (c) ten (10) business days after the date of posting notice, sent by registered or certified mail.

ARTICLE XI

MISCELLANEOUS

11.01 Entire Agreement. This Agreement, together with any other written agreements between the parties hereto, set forth the entire agreement of the parties with respect to the subject matter hereof and may not be modified except by a writing signed by authorized representatives of the parties hereto.

11.02 Headings. Article and section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

11.03 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute but one and the same instrument.

11.04 Force Majeure. It is agreed that each of the Parties hereto is excused from performing such acts as are required hereunder as may be prevented by or whose purpose is frustrated by Force Majeure. The Party so affected shall give notice to the other Party in writing promptly and thereupon shall be excused from such of its obligations hereunder as it is unable to perform on account of the Force Majeure throughout the

duration thereof plus a period of thirty (30) days. Notwithstanding the foregoing, should an event of Force Majeure remain in effect for a period of six (6) months, then in such event, the Company and Amgen hereby agree to promptly renegotiate the terms of this Agreement, and if no such agreement can be reached within sixty (60) days of such six (6) month period, the party not so effected by the Force Majeure shall have the option to terminate this Agreement and if such party so elects then this Agreement shall automatically terminate and be of no further force or effect.

11.05 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11.06 Assignment on Written Consent. This Agreement shall be binding upon and inure to the benefit of the Company and Amgen and their respective successors and assigns to the extent it is assignable. This Agreement may not be assigned in whole or in part by Amgen, except with the prior written consent of the Company or except as part of the sale of the Company's entire business relating to the Field of Activity.

11.07 Severability. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and/or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. In

such event, such invalid provision or provisions shall be validly reformed to as nearly approximate the intent of the Parties as possible and if unreformable, shall be severed and deleted from this Agreement.

11.08 No Waiver. No failure or delay on the part of either Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or the remedies provided by law.

11.09 Trademarks and Tradenames. The Company grants no rights to Amgen in any trademarks or tradenames of the Company or of any of its respective subsidiaries or affiliated companies.

11.10 Indemnity. Amgen hereby (a) releases the Company from any obligation to defend indemnify or save Amgen and its agents and employees harmless from and (b) agrees to defend, indemnify and save the Company harmless from any and all cost, expenses (including attorneys' fees), liabilities, damages and claims for any injury or death to persons or damage to or destruction of property, or other loss, arising out of or in connection with any product made, used or sold by Amgen or the use by Amgen of any EPO Technology furnished pursuant to any provision hereunder, or otherwise arising out of or related to the performance of this Agreement.

11.11 Other Agreements. Any other provision of this Agreement notwithstanding, nothing in this Agreement shall obligate the Company to disclose to Amgen any information or to make available to the Amgen any materials in violation of an obligation of secrecy or a limitation of use imposed by a third party from whom such information or materials shall have been received.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives in the manner legally binding on them as of the date first above written.

KIRIN-AMGEN, INC.

By
Its

AMGEN

By
Its

AMENDMENT NO. 1
TO
KIRIN-AMGEN, INC./AMGEN
EPO LICENSE AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment No. 1") TO THAT CERTAIN KIRIN-AMGEN INC./AMGEN EPO LICENSE AGREEMENT ("License Agreement"), is made and entered into this 20th day of October, 1989, by and between AMGEN, INC., a Delaware corporation ("Amgen"), and KIRIN-AMGEN, INC., a California corporation ("corporation").

R E C I T A L S

A. Amgen and Corporation have previously executed that certain License Agreement regarding EPO.

B. The parties desire to incorporate certain changes into the License Agreement pursuant to this Amendment No. 1.

NOW, THEREFORE, it is agreed as follows:

1. Article I, Section 1.06 at page 3 of the License Agreement is hereby deleted and the following substituted in lieu thereof:

"Sales Value. 'Sales Value' shall mean the amount billed by Amgen or an affiliate from the sale for commercial use of EPO Products to independent third parties less the following amounts included in the billed amount: (i) discounts, including cash discounts, or rebates actually allowed or granted from the billed amount, (ii) credits or

allowances actually granted upon claims or returns regardless of the party requesting the return, (iii) freight charges paid for delivery, and (iv) taxes or other government charges levied on or measured by the billed amount whether absorbed by the billing or the billed party."

2. Except to the extent as provided herein, the provisions of the License Agreement are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 1 to be executed as of the first day written above.

AMGEN, INC., a Delaware corporation,

By: /s/ Gordon M. Binder
Gordon Binder
its Chief Executive Officer

"Amgen"

KIRIN-AMGEN, INC.
a California corporation,

By: /s/ Yasushi Yamamoto
Yasushi Yamamoto, Chairman

"Corporation"

EXHIBIT 10.9

AMENDMENT NO. 4
TO
SHAREHOLDERS' AGREEMENT
OF
KIRIN-AMGEN, INC.

THIS AMENDMENT NO. 4 ("Amendment No. 4") TO THAT CERTAIN SHAREHOLDERS' AGREEMENT OF KIRIN-AMGEN, INC., DATED MAY 11, 1984, as previously amended ("Shareholders' Agreement"), is made and entered into this 16/th/ day of October, 1986, and is made effective as of the 1st day of July, 1986, by and among KIRIN BREWERY CO., LTD., a Japanese corporation ("Kirin"), AMGEN, a California corporation ("Amgen"), and KIRIN-AMGEN, INC., a California corporation ("Corporation").

R E C I T A L S

A. The parties have acknowledged that the commercial production system for G-CSF (PPO) has been established by Amgen.

B. Pursuant to Amendment No. 3 to the Shareholders' Agreement, the parties previously agreed, inter alia, to transfer to Corporation all right, title and interest in and to the G-CSF (PPO) Technology as of the effective date of this Agreement.

C. The parties have previously agreed that upon establishment of the commercial production system, Amgen shall receive two-thirds (2/3) of the unexpended proposed second year R & D funding.

NOW, THEREFORE, it is agreed as follows:

1. AMGEN ASSIGNMENT AND LICENSE

1.01 Amgen shall assign all of its right, title and interest in and to its G-CSF (PPO) Transferred Technology to Corporation effective as of the date hereof pursuant to that certain Assignment and License Agreement attached hereto as Exhibit "A".

1.02 Amgen shall license its Core Technology in the Field of Activity relating to G-CSF (PPO) to Corporation effective as of the date hereof pursuant to that certain Assignment and License Agreement attached hereto as Exhibit "A".

1.03 Concurrently with the execution of this Amendment No. 4, that certain U.S. Patent Application Ser. No. 768959, filed August 23, 1985, entitled Production of Pluripotent Granulocyte Colony-Stimulating Factor, recorded in the Patent

and Trademark Office on Reel 4475, Frame 913, shall be assigned by Amgen to Corporation pursuant to that certain Assignment attached hereto as Exhibit "B".

2. KIRIN ASSIGNMENT

Kirin shall assign all of its right, title and interest in and to its G-CSF (PPO) Technology to Corporation effective as of the date hereof pursuant to that certain Assignment Agreement attached hereto as Exhibit "C."

3. SUBLICENSE OF SLOAN-KETTERING G-CSF TECHNOLOGY

Amgen hereby sublicenses Corporation effective as of the date hereof under any and all rights conferred upon Amgen pursuant to that certain Agreement by and between Amgen and Sloan-Kettering.

4. PAYMENTS TO KIRIN AND AMGEN

A One Million Dollar (U.S. $1,000,000) lump sum payment shall be made to each Kirin and Amgen concurrently with the execution of this Agreement and the Exhibits attached hereto.

5. CONTRIBUTION TO CAPITAL OF CORPORATION/ADDITIONAL STOCK ISSUANCE

During the period February 1, 1987 - March 31, 1987, Kirin and Amgen shall each contribute to the capital of Corporation One Million Dollars (U.S. $1,000,000) in exchange for One Million (1,000,000) additional shares each of Corporation's no par value voting common stock in a tax-free transaction. The Articles of Incorporation of Corporation shall be amended to authorize this additional stock issuance.

6. AMGEN COVENANTS

Amgen shall (i) supply Corporation (and Kirin) with adequate pre-clinical G-CSF (PPO) materials, (ii) continue its G-CSF (PPO) Technology transfer to Corporation (and Kirin), and (iii) promptly make available to Corporation (and Kirin) its standard operating procedures ("SOP"), strain and standard samples, all relating to the G-CSF (PPO) Technology. Further, Amgen shall use its best efforts to assist Kirin in verifying the SOPS.

7. NOTICES

All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be

in writing and shall be mailed to the Party to whom notice is to be given, by telex or facsimile, and confirmed by first class mail, registered or certified, return receipt requested, postage prepaid, and properly addressed as follows (in which case such notice shall be deemed to have been duly given on the third (3rd) day following the date of such sending):

"Kirin"	Kirin Brewery Co., Ltd. 26-1, Jingumae 6-Chome Shibuya-Ku, Tokyo 150 Japan Telex No. 242-5401 KIRINBJ Attn: General Manager of Pharmaceuticals Department
With a copy to:	Pettit & Martin 355 S. Grand Avenue, 33d Floor Los Angeles, California 90071 U.S.A. Telex No. 181025 PEMLAW LSA Attn: Joel S. Marcus; Esq.
"Amgen"	Amgen 1900 Oak Terrace Lane Thousand Oaks, California 91320 Telex No. 4994440 (AMGEN) Attn: Corporate Secretary
With a copy to:	Cooley, Godward, Castro, Huddlesbn & Tatum One Maritime Plaza, 20th Floor San Francisco, California 94111 U.S.A. Telex No. 910-372-7370 Cooley SFO Attn: Alan C. Mendelson, Esq.
"Corporation"	Kirin-Amgen, Inc. 1900 Oak Terrace Lane Thousand Oaks, CA 91320 U.S.A. Telex No. 4994440 (AMGEN) Attn: Corporate Secretary
With a copy to:	Pettit & Martin 355 S. Grand Avenue, 33d Floor Los Angeles, California 90071 U.S.A. Telex No. 181025 PEMLAW LSA Attn: Joel S. Marcus, Esq.

Any party, by giving notice to the others in the manner provided above, may change such party's address for purposes of this Paragraph 6.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 4 to be executed as of the first day written above by their duly authorized representatives in a manner legally binding upon them.

KIRIN BREWERY CO., LTD., a
Japanese corporation

BY /s/ Yasushi Yamamoto
Yasushi Yamamoto,
Managing Director

"Kirin"

AMGEN, a California corporation

By /s/ George B. Rathmann
George B. Rathmann,
President

"Amgen"

KIRIN-AMGEN, Inc., a
California corporation

By /s/ Y. Yamamoto
Yasushi Yamamoto its Chairman

"Corporation"

ASSIGNMENT

WHEREAS Amgen, a California corporation, having a place of business at 1900 Oak Terrace Lane, Thousand Oaks, Calfornia 91320 is, by virtue of an Assignment dated September 13, 1985 and recorded in the United States Patent and Trademark Office on November 6, 1985 at Reel 4475, Frame 913, the owner of the entire right, title and interest in and to the invention and improvements of Lawrence M. Souza disclosed in application Serial No. 768,959 executed by Lawrence M. Souza on September 13, 1985 and filed August 23, 1985 for Letters Patent of the United States and in said application and any and all other applications, both United States and foreign, which Lawrence M. Souza may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries which may be obtained of any of said applications, and in any reissue or extension thereof.

WHEREAS Amgen is, by virtue of an Assignment dated March 10, 1986 and recorded in the United States Patent and Trademark Office on June 16, 1986 at Reel 4560, Frame 409, the owner of the entire right, title and interest in and to the invention and improvements of Lawrence M. Souza disclosed in application Serial No. 835,548 executed by Lawrence M. Souza on March 10, 1986 and filed March 3, 1986 for Letters Patent of the United States and in said application and any and all other applications, both United States and foreign, which Lawrence M. Souza may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries which may be obtained on any of said applications, and in any reissue or extension thereof.

WHEREAS, Lawrence M. Souza in the aforesaid Assignments did thereby agree, upon the request and at the expense of Amgen, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part applications for said inventions or improvements, and any necessary oath or affidavit relating thereto, and any application for reissue or extension of any Letters Patent that may be granted upon said applications, and any and all applications and other documents for Letters Patent in foreign countries on said inventions or improvements that Amgen, its successors or assigns, may deem necessary or expedient, and Lawrence M. Souza did further thereby agree upon the request of Amgen, its successors or assigns, in the event of any application or Letters Patent assigned thereunder becoming involved in Interference, to cooperate to the best of his ability with Amgen, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and Lawrence M. Souza did also thereby agree to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein in Amgen, its successors or assigns, whereby said Letters Patent will be held and enjoyed by Amgen, its successors or assigns, to the full end of the term for which said Letters patent may be granted as fully and entirely as the same would have been held and enjoyed by Lawrence M. Souza if his assignment and sale had not been made.

WHEREAS, Amgen warrants itself to be the owner of the interest herein assigned and to have the right to make this assignment and further warrants that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

WHEREAS, Kirin-Amgen, Inc., a California corporation, having a place of business at 1900 Oak Terrace Lane, Thousand Oaks, California 91320 is desirous of acquiring from Amgen of the entire right, title and interest in and to the aforesaid patent applications and the inventions and improvements therein described and claimed.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by Amgen, Amgen hereby assigns, sells, transfers and conveys to Kirin-Amgen, Inc., its successors and assigns, its entire right, title and interest in and to the aforesaid applications, inventions and improvements and any Letters Patent of the United States or foreign countries, or reissues or extensions thereof.

Specifically assigned, sold, transferred and conveyed hereunder by Amgen to Kirin-Amgen, Inc., its successors and assigns, is the right, heretofore owned in its entirety by Amgen, to initiate and maintain, without joinder of any other party, any infringement suits based on any Letters Patent of the United States or foreign countries, or reissues or extensions thereof, and the right, heretofore owned in its entirety by Amgen, to enforce against Lawrence M. Souza all agreements and obligations undertaken by him in the aforesaid Assignments to the extent that such agreements and obligations pertain to applications, inventions, improvements, Letters Patent of the United States and foreign countries, or reissues or extensions thereof, and Interferences involving same, whereby all rights under said Letters Patent will be held and enjoyed by Kirin-Amgen, Inc., its successors and assigns, to the full end of the term for which said Letters patent may be granted

as fully and entirely as the same would have been held and enjoyed by Amgen if this assignment had not been made.

Amgen

By /s/ Gordon M. Binder

Sr. Vice President

Dated: August 11, 1986

STATE OF CALIFORNIA)
) SS
COUNTY of VENTURA)

Before me on this 11th day of August, 1986 appeared Gordon M. Binder, personally known to me to be the Sr. Vice President of Amgen and acknowledged that he executed the above document.

Barbara L. Tipton

Notary Public

My Commission Expires: 12/17/86

[SEAL] OFFICIAL SEAL
BARBARA L TIPTON
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY

Sole Inventor

ASSIGNMENT

Serial. No 835,548

March 3, 1986
Filed

"PRODUCTION OF PLURIPOTENT GRANULOCYTE

Title: COLONY-STIMULATING FACTOR

For One Dollar ($1.00) the receipt and sufficiency whereof are hereby acknowledged, the undersigned hereby assigns to Amgen, a California corporation 1900 Oak Terrace Lane, Thousand Oaks, California 91320

its successors and assigns ---------- the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on March 10 1986, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorizes and requests the Commissioner of Patents to issue said Letters Patent to said assignee Amgen

The undersigned hereby authorizes and requests the attorneys of record in said application to insert in this assignment the date and serial number of said application when officially known.

The undersigned warrants himself to be the owner of the interest herein assigned and to have the right to make this assignment; and further warrants that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the undersigned hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for the said consideration the undersigned further agrees upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to co-operate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in the said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

WITNESS my hand and seal, this 10 day of March Nineteen Hundred and 86.

State of California

/s/ Lawrence M. Souza

County of Ventura

LAWRENCE M. SOUZA

On this 10/th/ day of March, 1986 1986 - before me, a Notary Public in and

for the County and State aforesaid, appeared Lawrence M. Souza

/s/ Lawrence M. Souza
JUN 16 186

to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed. WITNESS my hand and seal the day and year last above given.

My commission Expires 12/17/86

Notary Public
Barbara L. Tipton

ASSIGNMENT

Serial. No 768,959

Filed August 23, 1985

Title "Production of Pluripotent Granulocyte Colony-Stimulating Factor"

For One Dollar ($1.00) the receipt and sufficiency whereof are hereby acknowledged, the undersigned hereby assigns to Amgen, a California corporation

its successors and assigns_____the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on _____, 1985 and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof. The undersigned hereby authorizes and requests the Commissioner of Patents to issue said Letters Patent to said assignee Amgen, a California corporation. The undersigned hereby authorizes and requests the attorneys of record in said application to insert in this assignment the date and serial number of said application when officially known.

The undersigned warrants himself to be the owner of the interest herein assigned and to have the right to make this assignment; and further warrants that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

its successors and assigns, _____ to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for the said consideration the undersigned further agrees upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to co-operate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in the said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

WITNESS my hand and seal, this 13 day of September Nineteen Hundred and Eighty-Five.

State of California

County of Ventura

RECORDED

Lawrence M. Souza

On this 13/th/ day of September, 1985, before me, a Notary Public in and for the County and State aforesaid, appeared Lawrence M. Souza

to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.
WITNESS my hand and seal the day and year last above given.

ASSIGNMENT AGREEMENT

BY AND BETWEEN

KIRIN BREWERY CO., LTD.,

a Japanese corporation,

and

KIRIN-AMGEN, INC.,

a California corporation

Dated: July 1, 1986

EXHIBIT "C"

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SIGNATURE PAGE 6

SCHEDULE "A"-TRANSFERRED TECHNOLOGY

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is made and entered into this 16th day of October, 1986, and is made effective as of the lst day of July, 1986, by and between KIRIN BREWERY CO., LTD., a Japanese corporation ("Kirin"), in favor and for the benefit of and with KIRIN-AMGEN, INC., a California corporation ("Company"), pursuant to terms and conditions of that certain Amendment No. 4 to the Shareholders' Agreement, dated May 11, 1984 (collectively "Shareholders' Agreement"), by and among Kirin, Company and Amgen, a California corporation ("Amgen").

R E C I T A L S

WHEREAS, Kirin, Amgen and Company have heretofore executed Amendment No. 4 to the Shareholders' Agreement regarding the simultaneous transfer of Kirin's G-CSF (PPO) Transferred Technology (as defined in Section 2.02 hereof) and Amgen's G-CSF (PPO) Transferred Technology to Company, together with a license of Amgen's Core Technology in the Field of Activity with respect to G-CSF to Company, and

WHEREAS, the parties desire to formalize Kirin's transfer as described in the immediately preceding Recital,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

TRANSFER OF TECHNOLOGY.

1.01 Assignment of G-CSF Transferred Technology. Kirin hereby transfers and assigns to the Company, perpetually and irrevocably, all of its right, title and interest in and to its G-CSF Transferred Technology, and agrees to execute all documents necessary to effectuate the legal transfer of legal title thereto and assignment to the Company.

1.02 Limitations. No right or license is granted to the Company hereunder except as expressly specified in Section 1.01 hereof.

ARTICLE II

DEFINITIONS

2.01 Incorporation by Reference. The definitions of terms contained in the Shareholders' Agreement are hereby incorporated by reference.

2.02 G-CSF (PPO) Transferred Technology. G-CSF (PPO) Technology shall mean (i) the gene, host vector systems, and G-CSF (PPO) producing cells (including microorganisms) used for G-CSF (PPO) expression, and all proprietary technical information, technology, know-how and patents related to G-CSF (PPO), natural sources of G-CSF (PPO) and any G-CSF (PPO) materials purified from natural sources, and (ii) the commercial production system for the manufacture of G-CSF (PPO).

ARTICLE III

DISCLAIMER OF INDEMNIFICATION

3.01 Disclaimer of Warranties. KIRIN EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE TRANSFERRED TECHNOLOGY TO BE FURNISHED BY KIRIN TO THE COMPANY HEREUNDER.

ARTICLE IV

TERM AND TERMINATION

4.01 Term. This Agreement shall come into effect as of the date hereof and shall remain in full force and effect until the liquidation or dissolution of the Company other than in connection with a continuation of the business of the Company in some other legal form.

ARTICLE V

CONSISTENCY WITH SHAREHOLDER'S AGREEMENT

5.01 Shareholders' Agreement. This assignment of the Transferred Technology granted pursuant to the Shareholders' Agreement shall be governed by the provisions thereof to the extent applicable. To the extent that there may be conflicts or inconsistencies between the provisions of this Agreement and those contained in the Shareholders' Agreement, the provisions of the Shareholders' Agreement shall prevail and govern interpretation.

ARTICLE VI

CONSENTS AND APPROVALS

6.01 Best Efforts. The parties hereto shall use their best efforts to obtain as soon as practicable any and all consents, approvals, orders or authorizations required to be

obtained from any governmental authority with respect to the provisions hereof.

ARTICLE VII

NOTICE

7.01 Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be mailed to the Party to whom notice is to be given, by telex or facsimile, and confirmed by first class mail, registered or certified, return receipt requested, postage prepaid, and properly addressed as follows (in which case such notice shall be deemed to have been duly given on the third (3rd) day following the date of such sending):

"Kirin" Kirin Brewery Co., Ltd.
26-1, Jingumae 6-chome
Shibuy-ku, Tokyo 150
Japan
Telex No. 242-5401 KIRINB J
Attn: General Manager of
Pharmaceuticals Department

"Company" Kirin-Amgen, Inc.
1900 Oak Terrace Lane
Thousand Oaks, CA 91320
U.S.A.
Telex No. 499440 (AMGEN)
Attn: Corporate Secretary

With a copy to: PETTIT & MARTIN
355 South Grand Avenue
Thirty-Third Floor
Los Angeles, California 90071
U.S.A.
Telex No. 181025 Pemlaw LSA
Attn: Joel S. Marcus, Esq.

Any Party by giving notice to the others in the manner provided above may change such Party's address for purposes of this Paragraph 7.01.

ARTICLE VIII

MISCELLANEOUS

8.01 Entire Agreement. This Agreement, together with any other written agreements between the parties hereto referred to in the Shareholder's Agreement, set forth the entire agreement of the parties with respect to the subject matter

hereof and may not be modified except by a writing signed by authorized representatives of the parties hereto.

8.02 Headings. Article and section heading in this Agreement are included for conveniene of reerence only and shall not constitute a part of this Agreement for any other purpose.

8.03 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute but one and the same instrument.

8.04 Force Majeure. It is agreed that each of the parties hereto is excused from performing such acts as are required hereunder as may be prevented by or whose purpose is frustrated by Force Majeure. The party so affected shall give notice to the other party in writing promptly and thereupon shall be excused from such of its obligations hereunder as it is unable to perform on account of the Force Majeure throughout the duration thereof plus a period of thirty (30) days.

8.05 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.06 Assignment on Written Consent. This Agreement may not be assigned in whole or in part by Kirin or the Company, except with the prior written consent of the other party.

8.07 Severability. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and/or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. In such event, such invalid provision or provisions shall be validly reformed to as nearly approximate the intent of the parties as possible and if unreformable, shall be severed and deleted from this Agreement.

8.08 No Waiver. No failure or delay on the part of either party in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or the remedies provided by law.

8.09 Trademarks and Tradenames. Kirin grants no rights to the Company in any trademarks or tradenames of Kirin or of any of its respective subsidiaries or affiliated companies.

8.10 Indemnity. The Company hereby (a) releases Kirin from any obligation to defend, indemnify or save the Company and its agents and employees harmless from and (b) agrees to defend, indemnify and save Kirin harmless from any and all costs, expenses (including attorneys' fees), liabilities, damages and claims for any injury or death to persons or damage to or destruction of property, or other loss, arising out of or in connection with any product made, used or sold by the Company or the use by the Company of any Transferred Technology furnished pursuant to any provision hereunder.

8.11 Other Agreements. Any other provision of this Agreement notwithstanding, nothing in this Agreement shall obligate Kirin to disclose to the Company any information or to make available to the Company any materials in violation of an obligation of secrecy or a limitation of use imposed by a third party from whom such information or materials shall have been received.

8.12 Attorneys' Fees and Costs. In the event of any action at law or in equity between the Parties hereto to enforce any of the provisions hereof, the unsuccessful party or parties to such litigation shall pay to the successful party or parties all costs and expenses, including actual attorneys' fees, incurred therein by such successful party or parties; and if such successful party or parties shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees may be included in and as part of such judgment. The successful party shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees.

8.13 Remedies. No right, power or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right, power or remedy or remedies, and each and every right, power and remedy of any Party pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall to the extent permitted by law be cumulative and concurrent and shall be in addition to every other right, power or remedy pursuant to this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise and the exercise or beginning of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by any Party of any or all such other rights, powers or remedies.

8.14 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

8.15 Exhibits. The schedule attached hereto and referred to herein is hereby incorporated herein as though fully set forth at length.

8.16 Number and Gender. Words in the singular shall include the plural, and words in a particular gender shall include either or both additional genders, when the context in which such words are used indicates that such is the intent.

8.17 Representations. Each of the Parties hereto acknowledges and agrees (i) that no representation or promise not expressly contained in this Agreement has been made by any other Party hereto or by any of its agents, employees, representatives or attorneys; (ii) that this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, covering the subject matter hereof, other than those which are set forth expressly in this Agreement; and (iii) that each has had the opportunity to be represented by counsel of its own choice in this matter, including the negotiations which preceded the execution of this Agreement.

8.18 Agreement to Perform Necessary Acts. Each Party agrees to perform any further acts and execute and deliver any and all further documents and/or instruments which may be reasonably necessary to carry out the provisions of this Agreement and to carry out the business purposes of Corporation.

IN WITNESS WHEREOF, Kirin and the Company have caused this Agreement to be executed by their duly authorized representatives in the manner legally binding on them as of the date first above written.

KIRIN BREWERY CO., LTD.,
a Japanese corporation

By: /s/ Yasushi Yamamoto,
Yasushi Yamamoto,
Managing Director

KIRIN-AMGEN, INC., a California corporation

By: /s/ George B. Rathmann
George B. Rathmann, President

TRANSFERRED TECHNOLOGY

U.S. Patent Application Ser. No. 768959, Filed August 23, 1985, entitled Production of Pluripotent Granolocyte Colony-Stimulating Factor, recorded in the Patent and Trademark Office on Reel 4476, Frame 913.

SCHEDULE A

AMENDMENT N0. 5
TO
SHAREHOLDERS' AGREEMENT
OF
KIRIN-AMGEN, INC.

THIS AMENDMENT NO. 5 ("Amendment No. 5") TO THAT CERTAIN SHAREHOLDERS' AGREEMENT OF KIRIN-AMGEN, INC., DATED MAY 11, 1984, as previously amended ("Shareholders' Agreement"), is made and entered into this 6/th/ day of December, 1986, and is made effective as of the 1st day of July, 1986, by and among KIRIN BREWERY CO., LTD., a Japanese corporation ("Kirin"), AMGEN, a California corporation ("Amgen"), and KIRIN-AMGEN, INC., a California corporation ("Corporation").

R E C I T A L.

Pursuant to the Minutes of Corporation dated July 1, 1986, the parties have made certain business agreements regarding non-dialysis indications for EPO and wish to formalize said agreements.

NOW, THEREFORE, it is agreed as follows:

1. NO EXPENSE REIMBURSEMENT

Corporation shall not reimburse either Kirin or Amgen for non-dialysis expenses relating to the EPO project.

2. NO ROYALTIES

Neither Kirin nor Amgen shall have the obligation to pay to Corporation any royalties with respect to sales of EPO for non-dialysis indications.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 5 to be executed as of the first day written above

by their duly authorized representatives in a manner legally binding upon them.

KIRIN BREWERY CO., LTD., a
Japanese corporation

By /s/ Yashushi Yamamoto
Yashushi Yamamoto
Managing Director
"Kirin"

AMGEN, a California
corporation

By /s/ George B. Rathmann
George B. Rathmann,
President
"Amgen"

KIRIN-AMGEN, Inc., a
California corporation

By /s/ Yasushi Yamamoto
Yashushi Yamamoto its Chairman
"Corporation"

Exhibit 10.10

ASSIGNMENT AND LICENSE AGREEMENT

BY AND BETWEEN

AMGEN,

a California corporation,

and

KIRIN-AMGEN, INC.,

a California corporation

Dated July 1, 1986

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ASSIGNMENT AND LICENSE AGREEMENT

THIS ASSIGNMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into this 16th day of October, 1986, and is made effective as of the 1st day of July, 1986, by and between AMGEN, a California corporation ("Amgen"), in favor and for the benefit of and with KIRIN-AMGEN, INC., a California corporation ("Company"), pursuant to terms and conditions of that Amendment No. 4 to the Shareholders' Agreement, dated May 11, 1984 (collectively "Shareholders' Agreement"), by and among Amgen, Company and Kirin Brewery Co., Ltd., a Japanese corporation ("Kirin").

R E C I T A L S

WHEREAS, Kirin, Amgen and Company have heretofore executed Amendment No. 4 to the Shareholders' Agreement regarding the simultaneous transfer of Kirin's G-CSF (PPO) Transferred Technology (as defined in Section 2.02 hereof) and Amgen's G-CSF (PPO) Transferred Technology to Company, together with a license of Amgen's Core Technology in the Field of Activity with respect to G-CSF to Company, and

WHEREAS, the parties desire to formalize Amgen's transfer and license as described in the immediately preceding Recital,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

TRANSFER AND LICENSE OF TECHNOLOGY

1.01 Assignment of Transferred G-CSF Technology. Amgen hereby transfers and assigns to the Company, perpetually and irrevocably, all of its right, title and interest in and to the G-CSF Transferred Technology, as specifically set forth in Schedule "A" attached hereto, and agrees to execute all documents necessary to effectuate the legal transfer of legal title thereto and assignment to the Company, including but not limited to an assignment of the patents applications, and any inventions disclosed therein, and intangibles to be recorded with the United States Patent and Trademark Office.

1.02 License of Core Technology. Amgen hereby grants to the Company a royalty-free, exclusive right and license throughout the world in and to all of the Core Technology, as further defined below, solely with respect to its direct application to the Field of Activity with respect to G-CSF.

1.03 Right to Sublicense the Core Technology. Amgen hereby grants to the Company the right to grant sublicenses within and limited to the scope of the right and license granted to the Company in Section 1.02 only, (a) to Kirin under that certain License Agreement between the Company and Kirin, dated of even date herewith, (b) to any subsidiary of the Company, (c) to a single manufacturer of G-CSF in addition to Kirin and Amgen for the account of the Company outside of the Amgen Territory and Kirin Territory, if mutually agreed to by Kirin and Amgen, and (d) to licensees of the Company under patents, know-how or materials owned by the Company to the extent such licensees require any such sublicense in order to practice the patents or know-how or to use the materials that are the subject of the license from the Company, provided, however, that no sublicense shall be granted under clause (d) hereof without the prior written consent (not to be unreasonably withheld) of Amgen. Any sublicensees of the Company shall undertake in writing to be bound by the provisions of Sections 3.01 and 3.02 hereof to the same extent the Company is bound. The Company shall notify Amgen of the identity of each sublicensee to whom a sublicense is granted and provide Amgen a true and correct copy of such sublicense. In the event that the license granted to the Company is terminated at any time in accordance with Article VII, and Amgen shall not be in default under Section 7.02 hereof, Amgen shall have the option to terminate or to have the Company assign to Amgen, retroactive to the date of termination, any sublicenses granted hereunder by the Company to any subsidiary of the Company. The Company shall include in all its sublicenses granted hereunder to any subsidiary of the Company provisions for such termination and assignment.

1.04 Limitations. No right or license is granted to the Company hereunder except as expressly specified in Sections 1.01, 1.02 and 1.03 hereof.

ARTICLE II

DEFINITIONS

2.01 Incorporation by Reference. The definitions of terms contained in the Shareholders' Agreement are hereby incorporated by reference.

2.02 G-CSF (PPO) Transferred Technology. G-CSF (PPO) Technology shall mean (i) the gene, host vector systems, and G-CSF (PPO) producing cells (including microorganisms) used for G-CSF (PPO) expression, and all proprietary technical information, technology, know-how and patents related to G-CSF (PPO), natural sources of G-CSF (PPO) and any G-CSF (PPO) materials purified from natural sources, and (ii) the commercial production system for the manufacture of G-CSF (PPO).

ARTICLE III

DISCLOSURE OF CORE TECHNOLOGY

3.01 Limitation on Usage. Except as expressly authorized by this Agreement or by other written consent of Amgen, for the term of this Agreement and thereafter, the Company shall not deliver, transmit or provide to any person other than to a sublicensee under a license granted in accordance with Section 1.03, and shall not use, any of the Core Technology owned by Amgen, or authorize, cause or aid anyone else to do so. Except as provided in Section 1.03 above, nothing in this Agreement shall be deemed to give the Company any right or license to use or to replicate or reproduce any of the Core Technology owned by Amgen, or to authorize, aid, or cause others to do so.

3.02 Survival. The obligation of confidentiality imposed by the foregoing Section 3.01 shall survive termination of this Agreement for any reason whatsoever.

ARTICLE IV

PATENT, COPYRIGHT AND TRADE SECRET ENFORCEMENT

4.01 Enforcement. Amgen shall have the right to bring, defend and maintain, and the Company shall have the right, but not the obligation, to join in, any appropriate suit or action involving infringement of any patents or copyrights, misappropriation of any trade secrets or interference with any Core Technology licensed to the Company in the Field of Activity pursuant to this Agreement. If Amgen declines to enforce any patent, trade secret or other right then in such event, the Company and/or Kirin shall each have the right, but not the obligation to bring any such action. If the Company or Kirin finds it necessary to join Amgen in such suit or action, Amgen shall execute all papers and perform such other acts as may be reasonably required and may, at its option, be represented by counsel of its choice. The Company or Kirin, whichever brings the action, shall pay to Amgen its reasonable expenses (excluding its attorney's fees) in connection with any such suit or action. Should the Company or Kirin, whichever brings the action, lack standing to bring any such action then the Company or Kirin may cause Amgen to do so upon first undertaking to indemnify and hold Amgen harmless (to the extent permissible by law) from all consequent liability and to promptly reimburse all reasonable expenses (including attorney fees) stemming therefrom. Any amount recovered in any such action or suit, whether by judgment or settlement, shall be paid to or retained entirely by the Company or Kirin, whichever brought the action.

4.02 Notice of Infringements. Either party hereto shall provide the other with reasonable notice of the evidence and existence of third parties, who come to the attention of such party, who may be involved in activities which infringe or potentially infringe, misappropriate or potentially misappropriate or interfere with patents, copyrights, trade secrets concerning the Core Technology licensed to the Company pursuant to this Agreement.

ARTICLE V

PATENT APPLICATIONS AND COPYRIGHT REGISTRATIONS

5.01 Applications. Amgen shall have the obligation of prosecuting and maintaining in force patent applications or patents and copyright registrations or copyrights, if any, of the Core Technology, and any costs thereby incurred shall be borne by Amgen.

ARTICLE VI

DISCLAIMER OF INDEMNIFICATION

6.01 Disclaimer of Warranties. AMGEN EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE TRANSFERRED TECHNOLOGY AND LICENSED TECHNOLOGY TO BE FURNISHED BY AMGEN TO THE COMPANY HEREUNDER.

ARTICLE VII

TERM AND TERMINATION

7.01 Term. This Agreement (including the license and rights granted under Sections 1.02 and 1.03 hereof) shall come into effect as of the date hereof and shall remain in full force and effect until the earlier of (a) the liquidation or dissolution of the Company other than in connection with a continuation of the business of the Company in some other legal form, or (b) termination pursuant to Section 7.02.

7.02 Default. In the event that the Company or Amgen (the "Defaulting Party") shall (a) default in a material obligation hereunder and fail to remedy such default within sixty (60) days after such default shall have been called to its attention by a notice in writing from the non-breaching party, (b) become bankrupt or insolvent, or file a petition in bankruptcy or make a general assignment for the benefit of

creditors or otherwise acknowledge insolvency, or be adjudged bankrupt, (c) go or be placed in a process of complete liquidation other than in connection with a continuation of the business of the Company in some other legal form, or (d) suffer the appointment of a receiver for any substantial portion of its business who shall not be discharged within sixty (60) days after his appointment; then, and in any such event, the non-breaching party, at its option, may terminate its obligations to and the rights of the Defaulting Party under the license to the Core Technology granted under this Agreement upon ten (10) days' written notice to the Defaulting Party, which termination shall be effective as of the occurrence of the event giving rise to the option to terminate.

7.03 Continuing Obligations. Notwithstanding the termination of a party's obligations to or the rights of the Defaulting Party under this Agreement in accordance with the provisions of Section 7.01 or 7.02, the provisions of Sections 3.01 and 3.02, this Section 7.03 and Article VIII hereof shall survive such termination and continue in full force and effect for an indefinite term. Upon termination of this Agreement for any reason, and without limitation of other remedies, the Company shall immediately return to Amgen (to the extent such return is technically feasible) all materials relating to the Core Technology in the possession of the Company or its subsidiaries, or of which the Company shall have the right to regain possession or, at the sole election of Amgen, shall destroy such material (to the extent technically feasible).

ARTICLE VIII

CONSISTENCY WITH SHAREHOLDER'S AGREEMENT

8.01 Shareholders' Agreement. This assignment of the Transferred Technology and license of the Core Technology granted pursuant to the Shareholders' Agreement shall be governed by the provisions thereof to the extent applicable. To the extent that there may be conflicts or inconsistencies between the provisions of this Agreement and those contained in the Shareholders' Agreement, the provisions of the Shareholders' Agreement shall prevail and govern interpretation.

ARTICLE IX

CONSENTS AND APPROVALS

9.01 Best Efforts. The parties hereto shall use their best efforts to obtain as soon as practicable any and all consents, approvals, orders or authorizations required to be obtained from any governmental authority with respect to the provisions hereof.

ARTICLE X

NOTICE

10.01 Notices. A11 notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be mailed to the Party to whom notice is to be given, by telex or facsimile, and confirmed by first class mail, registered or certified, return receipt requested, postage prepaid, and properly addressed as follows (in which case such notice shall be deemed to have been duly given on the third (3rd) day following the date of such sending):

"Amgen"	Amgen 1900 Oak Terrace Lane Thousand Oaks, CA 91320 U.S.A. Telex No. 4994440 (AMGEN) Attn: Corporate Secretary
With a copy to:	Cooley, Godward, Castro, Huddleson & Tatum One Maritime Plaza, 20th Floor San Francisco, CA 94111 U.S.A. Telex No. 910-372-7370 Cooley SFO Attn: Alan C. Mendelson, Esq.
"Company"	Kirin-Amgen, Inc. 1900 Oak Terrace-Lane Thousand Oaks, CA 91320 U.S.A. Telex No. 4994440 (AMGEN) Attn: Corporate Secretary
With a copy to:	PETTIT & MARTIN 355 South Grand Avenue Thirty-Third Floor Los Angeles, California 90071 U.S.A. Telex No. 181025 Pemlaw LSA Attn: Joel S. Marcus, Esq.

Any Party by giving notice to the others in the manner provided above may change such Party's address for purposes of this Paragraph 10.01.

ARTICLE XI

MISCELLANEOUS

11.01 Entire Agreement. This Agreement, together with any other written agreements between the parties hereto referred to in the Shareholder's Agreement, set forth the entire agreement of the parties with respect to the subject matter hereof and may not be modified except by a writing signed by authorized representatives of the parties hereto.

11.02 Headings. Article and section heading in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

11.03 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute but one and the same instrument.

11.04 Force Majeure. It is agreed that each of the parties hereto is excused from performing such acts as are required hereunder as may be prevented by or whose purpose is frustrated by Force Majeure. The party so affected shall give notice to the other party in writing promptly and thereupon shall be excused from such of its obligations hereunder as it is unable to perform on account of the Force Majeure throughout the duration thereof plus a period of thirty (30) days.

11.05 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11.06 Assignment on Written Consent. This Agreement may not be assigned in whole or in part by Amgen or the Company, except with the prior written consent of the other party.

11.07 Severability. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and/or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. In such event, such invalid provision or provisions shall be validly reformed to as nearly approximate the intent of the parties as possible and if unreformable, shall be severed and deleted from this Agreement.

11.08 No Waiver. No failure or delay on the part of either party in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any

other or further exercise thereof or the exercise of any other right, power or remedy hereunder or the remedies provided by law.

11.09 Trademarks and Tradenames. Amgen grants no rights to the Company in any trademarks or tradenames of Amgen or of any of its respective subsidiaries or affiliated companies.

11.10 Indemnity. The Company hereby (a) releases Amgen from any obligation to defend, indemnify or save the Company and its agents and employees harmless from and (b) agrees to defend, indemnify and save Amgen harmless from any and all costs, expenses (including attorneys' fees), liabilities, damages and claims for any injury or death to persons or damage to or destruction of property, or other loss, arising out of or in connection with any product made, used or sold by the Company or the use by the Company of any Transferred or Licensed Technology furnished pursuant to any provision hereunder.

11.11 Other Agreements. Any other provision of this Agreement notwithstanding, nothing in this Agreement shall obligate Amgen to disclose to the Company any information or to make available to the Company any materials in violation of an obligation of secrecy or a limitation of use imposed by a third party from whom such information or materials shall have been received.

11.12 Attorneys' Fees and Costs. In the event of any action at law or in equity between the Parties hereto to enforce any of the provisions hereof, the unsuccessful party or parties to such litigation shall pay to the successful party or parties all costs and expenses, including actual attorneys' fees, incurred therein by such successful party or parties; and if such successful party or parties shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees may be included in and as part of such judgment. The successful party shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees.

11.13 Remedies. No right, power or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right, power or remedy or remedies, and each and every right, power and remedy of any Party pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall to the extent permitted by law be cumulative and concurrent, and shall be in addition to every other right, power on remedy pursuant to this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise and the exercise or beginning of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by any Party of any or all such other rights, powers or remedies.

11.14 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

11.15 Exhibits. The schedule attached hereto and referred to herein is hereby incorporated herein as though fully set forth at length.

11.16 Number and Gender. Words in the singular shall include the plural, and words in a particular gender shall include either or both additional genders, when the context in which such words are used indicates that such is the intent.

11.17 Representations. Each of the Parties hereto acknowledges and agrees (i) that no representation or promise not expressly contained in this Agreement has been made by any other Party hereto or by any of its agents, employees, representatives or attorneys; (ii) that this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, covering the subject matter hereof, other than those which are set forth expressly in this Agreement; and (iii) that each has had the opportunity to be represented by counsel of its own choice in this matter, including the negotiations which preceded the execution of this Agreement.

11.18 Agreement to Perform Necessary Acts. Each Party agrees to perform any further acts and execute and deliver any and all further documents and/or instruments which may be reasonably necessary to carry out the provisions of this Agreement and to carry out the business purposes of Corporation.

IN WITNESS WHEREOF, Amgen and the Company have caused this Agreement to be executed by their duly authorized representatives in the manner legally binding on them as of the date first above written.

AMGEN, a California corporation

By: /s/ George B. Rathmann
George B. Rathmann Its President

KIRIN-AMGEN, INC., a California corporation

By: /s/ Y. Yamamoto
Yasushi Yamamoto Its Chairman

TRANSFERRED TECHNOLOGY

U.S. Patent Application Ser. No. 768959, Filed August 23, 1985, entitled Production of Pluripotent Granolocyte Colony-Stimulating Factor, recorded in the Patent and Trademark Office on Reel 4475 Frame 913.

SCHEDULE A

Exhibit 10.11

G-CSF EUROPEAN LICENSE AGREEMENT

by and between

KIRIN-AMGEN, INC.,

a California corporation

and

AMGEN,

a California corporation

Dated: December 30, 1986

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EXHIBIT "A" - TERRITORY OF EUROPE

AMGEN/KIRIN-AMGEN, INC.

G-CSF EUROPEAN LICENSE AGREEMENT

THIS AMGEN/KIRIN-AMGEN, INC. G-CSF EUROPEAN LICENSE AGREEMENT ("Agreement") is made and entered into and is made effective as of this 30th day of December, 1986, by and between KIRIN-AMGEN, INC., a California corporation ("Company"), and AMGEN, a California corporation, in the process of reincorporating in Delaware ("Amgen").

R E C I T A L S

WHEREAS, effective July 1, 1986, KIRIN BREWERY CO., LTD., a Japanese corporation ("Kirin"), and Amgen assigned all of their right, title and interest in and to the G-CSF Technology (as defined herein) to Company,

WHEREAS, Kirin and Amgen have each been granted a license by Company for the development, manufacture and sale of G-CSF Products (as defined herein), in Japan with respect to Kirin, and in the United States with respect to Amgen, and

WHEREAS, Company now desires to grant to Amgen an exclusive license to further develop, manufacture, and sell G-CSF Products for the territory of Europe (as defined herein),

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.01 Incorporation by Reference. Unless otherwise defined herein, capitalized terms shall have the meanings specified in that certain Company Shareholders' Agreement dated May 11, 1984, as amended ("Shareholder Agreement").

1.02 Territory. "Territory" shall mean the territory of Europe as more fully described on Exhibit "A" attached hereto.

1.03 Party. "Party" shall mean Amgen or the Company or, when used in the plural, Amgen and the Company.

1.04 G-CSF Products. "G-CSF Products" shall mean products with respect to all indications of G-CSF Technology, unless otherwise mutually agreed in writing between the parties.

1.05 G-CSF Technology. "G-CSF Technology" shall mean (i) pluripotent human granulocyte colony stimulating factor which includes the gene, host vector systems, and G-CSF producing cells (including microorganisms) used for G-CSF expression, and all proprietary technical information, technology, know-how and patents related to G-CSF, natural sources of G-CSF and any G-CSF materials purified from natural sources, and (ii) the commercial production system (an established in vivo assay system and commercially viable

expression system which will enable the achievement of a high level of expression and purification to produce sufficient materials for commercial development and marketing) for the manufacture of G-CSF Products (as defined herein).

1.06 Subsidiary. "Subsidiary" shall mean a corporate entity more than 50% of the voting stock of which is owned or controlled, directly or indirectly, by Amgen or the Company.

1.07 Sales Value. "Sales Value" shall mean the gross amount billed by Amgen and its subsidiaries, as the case may be, to customers with respect to the sale or use of G-CSF Products less (a) trade and/or quantity discounts to the extent permitted by law; (b) returns and allowances; and (c) retroactive price reductions.

ARTICLE II

GRANT OF LICENSE

2.01 Grant of License. For the purposes of this Agreement and subject to the reservations contained in Section 2.02 hereof, the Company hereby grants to Amgen a sole and exclusive license to all G-CSF Technology solely for use in the manufacture and marketing of G-CSF Products in the Territory.

2.02 Rights to Sublicense.

(a) Amgen shall have no right to grant sublicenses for the marketing of G-CSF Products in the United Kingdom, France or Germany.

(b) The Company grants to Amgen the right to grant sublicenses for the manufacturing and marketing of G-CSF

Products only to an Amgen subsidiary in Italy, Belgium, The Netherlands, Luxembourg and Spain; provided, however, that Amgen shall have the right to grant sublicenses to a third party in any of the countries set forth in the preceding part of this sentence if local governmental laws, regulations, rules or policies militate that Amgen contract with a local third party in such country in order to effectively market G-CSF Products in such countries.

(C) The Company grants to Amgen the right to grant sublicenses for the marketing of G-CSF products in countries other than those listed in Subparagraphs (a) and (b) of this Paragraph 2.02 within the limit and the scope of the right and license granted by the Company to Amgen in Paragraph 2.01 hereof.

No sublicenses shall be granted under subparagraphs (b) and (c) hereof without the prior written consent (which consent is not to be unreasonably withheld) of the Company. Any sublicensees of Amgen shall undertake in writing to be bound by the provisions of Section 3.02 hereof to the same extent Amgen is bound. Amgen shall notify the Company of the identity of each sublicensee to whom a sublicense is granted and provide the Company a true copy of such sublicense. In the event that the license granted to Amgen hereunder is terminated at any time in accordance with Article VIII, and the Company shall not be in default under Section 8.03, the Company shall have the option to terminate or to have Amgen assign to

the Company, retroactive to the date of such termination, any sublicenses granted hereunder by Amgen to any Subsidiary of Amgen. Amgen shall include, in all its sublicenses granted hereunder to any Subsidiary of Amgen, provisions for such termination and assignment.

2.03 License Fee. In addition to the royalty payments provided in Article IV, the license fee paid to the Company by Amgen for the grant of the license described in this Article II shall be based on and paid upon achievement of the following milestones:

(a)	$1,000,000 (U.S.)	-	Execution of this Agreement;
(b)	$500,000 (U.S.)	-	Publication of the Company's PCT Patent Application 86/01708, but in no event later than March 31, 1987;
(c)	$1,500,000 (U.S.)	-	Filing Registration in any country in the Territory;
(d)	$1,500,000 (U.S.)	-	Approval of Registration in any major country in the Territory; and
(e)	$1,500,000 (U.S.)	-	Commencement of Marketing in any country in the Territory.

ARTICLE III

DISCLOSURE

3.01 Disclosure.

(a) The Company shall, in accordance with the Shareholders' Agreement, reasonably disclose and deliver to Amgen all G-CSF Technology in sufficient detail to permit Amgen to employ such data for the purposes provided herein.

(b) Amgen shall have the right to attend and participate in the Company's technical meetings, conduct plant visits at reasonable intervals and receive information concerning the G-CSF Technology. Amgen shall be provided with reasonable notice of the time and place of such meetings.

3.02 Confidentiality.

(a) Any secret or confidential G-CSF Technology which is disclosed to Amgen pursuant to this Agreement or the Shareholders' Agreement, shall be designated as confidential information in the following manner:

(i) If the disclosure is in written form, by prominently marking or stamping each document containing such information with a notice indicating the confidential and proprietary nature of the information; and

(ii) If the disclosure is in oral form, by orally stating at the time of such disclosure that the information disclosed is confidential and proprietary and by delivering to Amgen within fifteen (15) days of the oral disclosure written notice confirming the confidential and proprietary nature of the information.

(b) Except to the extent expressly authorized by this Agreement, the Shareholders' Agreement, or by another prior written consent of the Company, for the term of this Agreement and thereafter, Amgen shall keep completely confidential and shall not publish or otherwise disclose to others and shall not use any secret or confidential G-CSF Technology disclosed or provided to Amgen by the Company. For the purposes of this Agreement, G-CSF Technology shall be deemed not secret or confidential to the extent, and only to the extent, that it:

(i) was known to Amgen at the time of its disclosure and not otherwise subject to an obligation of Amgen to keep such information confidential;

(ii) was generally available to the public or was otherwise part of the public domain at the time of its disclosure;

(iii) became generally available to the public or became otherwise part of the public domain after its disclosure and other than through any act or omission of Amgen in breach of this Agreement; or

(iv) became known to Amgen after its disclosure (A) from a source other than the Company (including from independent development by Amgen), (B) other than from a third party who had an obligation to the Company not to disclose such information to others, and (C) other than under an obligation of confidentiality.

Amgen may disclose any G-CSF Technology to the extent such disclosure or delivery is necessary for Amgen to comply with laws or regulations, or to make, use or sell under any license granted hereunder by the Company or to sublicense others to do so; provided, that Amgen shall give the Company reasonable advance notice of such proposed disclosure or delivery, shall use its best efforts to secure confidential treatment of the G-CSF Technology to be disclosed and shall advise the Company in writing of the manner in which that was done.

(c) The obligation of confidentiality imposed by this Section 3.02 shall survive termination of this Agreement for any reason whatsoever.

ARTICLE IV

ROYALTY

4.01 Royalty. Amgen shall pay to the Company a royalty, at the applicable rate hereinafter specified, on G-CSF Products which are sold by Amgen, any of its Subsidiaries or sublicensees in the Territory pursuant to this Agreement. Such royalty rate shall be applied to the Sales Value of such G-CSF Products. The royalty rate applicable to G-CSF Products shall be ten percent (10%) of the Sales Value of G-CSF Products.

4.02 Sales to Subsidiaries. No royalties shall be payable in respect of any sale of G-CSF Products as between Amgen and any Subsidiary.

4.03 Payment of Royalties to Sloan-Kettering Cancer Center. Pursuant to that certain Agreement by and between Amgen

and Sloan-Kettering Cancer Center ("S-K") dated February 12, 1986, certain royalties are to be paid to S-K with respect to sales of G-CSF Products. The parties hereto agree that Company and Amgen shall equally bear and assume responsibility for the payments of any and all royalties due S-K for sales of G-CSF Products in Europe pursuant to the S-K/Amgen Agreement.

4.04 Records. Amgen shall keep full, complete and accurate records with regard to the sale of G-CSF Products sufficient to enable the Company to verify the accuracy of the statements required by Section 4.05(a) hereof. The Company shall have the right through its accredited outside auditing representatives to make an examination and audit, during normal business hours, not more frequently than annually, of all such records and such other records and accounts as may under recognized accounting practices contain information bearing upon the amount of royalty payable to it under this Agreement. Prompt adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement appears in a letter, signed by the party having such right and delivered to the other party, expressly waiving such right.

4.05 Terms of Accounting.

(a) Within sixty (60) days after the end of each semiannual period ending on June 30th or December 31st,

commencing with the semiannual period within which is made the first sale of G-CSF Products by Amgen, Amgen shall furnish to the Company a statement, in form acceptable to the Company, certified by a responsible official of Amgen showing all G-CSF Products sold during such semiannual period, the Sales Value of such G-CSF Products and the amount of royalty payable thereon (or if no G-CSF Products have been so sold, showing that fact).

(b) Within such sixty (60) days Amgen shall, irrespective of its own business and accounting methods, pay to the Company the royalties payable for such semiannual period.

(c) Amgen shall furnish whatever additional information the Company may reasonable prescribe from time to time to enable the Company to ascertain which G-CSF Products sold by Amgen or any of its Subsidiaries or sublicensees permitted under this Agreement are subject to the payment of royalty to the Company, and the amount of royalty payable thereon.

4.06 Late Payments. Royalty payments provided for in this Agreement shall, when overdue, be subject to a late payment charge calculated at an annual rate of one percent (1%) over the prime rate in effect when the payment was due which had been publicly announced by Security Pacific National Bank, Los Angeles, California; provided, however, that if the amount of such late payment charge exceeds the maximum permitted by law for such charge, such charge shall be reduced to such maximum amount.

4.07 Payments. Payment to the Company shall be made in United States dollars.

4.08 Taxes. Amgen shall bear all taxes, however designated, imposed as a result of the existence or operation of this Agreement, including, but not limited to, any tax on or measured by, any payment or receipt of payment hereunder, any registration tax, any tax imposed with respect to the granting or transfer of licenses or other rights or considerations hereunder, and any tax which Amgen is required to withhold or deduct form payments to the Company, except any such tax imposed upon the Company by any governmental entity within or without the United States.

ARTICLE V

CLINICAL TRIAL EXPENSE REIMBURSEMENT, TERMINATION OF COMPANY FUNDING AND NO FURTHER DATA TRANSFER

5.01 Reimbursement of European Clinical Trial Expenses. Amgen agrees to reimburse Company for all expenses related to European clinical trial expenses within ninety (90) days after December 31st of each year.

5.02 Termination of Company Funding. ,Company shall have no further responsibility for funding the research and development of G-CSF Technology with respect to any country in Europe after Amgen receives approval of its Product License Application for G-CSF Products in that country. Upon the

cessation of such Company funding, Amgen shall no longer have any obligation to transfer any data to Company regarding that country with respect to G-CSF Technology. Notwithstanding the foregoing, Company shall have the continuing obligation with respect to the filing of patent applications as set forth in Section 6.01 hereof.

ARTICLE VI

PATENT APPLICATIONS

6.01 Patent Applications. Company shall pay the reasonable costs and expenses (including attorney's fees) incurred to file, prosecute and maintain in force any patent applications or patents of the G-CSF Technology which Amgen shall reasonably require the Company to file, prosecute or maintain in the Territory; provided, that, to the extent an application or patent includes subject matter not covering the manufacture, use and sale of G-CSF Products, Amgen shall pay an equitable pro rata share of such expenses.

ARTICLE VII

PATENT AND TRADE SECRET ENFORCEMENT

7.01 Enforcement. Subject to Section 7.03 hereof, Amgen shall have the right, but not the obligation, to bring, defend and maintain any appropriate suit or action involving infringement of any patent or copyright, misappropriation of any trade secret or interference with any other intellectual

property right relating to the G-CSF Technology that Amgen shall have obtained pursuant to this Agreement.

7.02 Infringements. Subject to Section 7.03 hereof, Amgen shall have the right, but not the obligation, to bring, defend and maintain any appropriate suit or action involving infringement of any patent of the G-CSF Technology covering only the making, use or sale of G-CSF Products. If Amgen finds it necessary to join the Company in such suit or action, the Company shall execute all papers and perform such other acts as may be reasonably required and may, at its option, be represented by counsel of its choice. Amgen shall pay to the Company its reasonable expenses (excluding its attorney's fees) in connection with any such suit or action. Should Amgen lack standing to bring any such action then Amgen may cause the Company to do so upon first undertaking to indemnify and hold the Company harmless (to the extent permissible by law) from all consequent liability and to promptly reimburse all reasonable expenses (including attorney fees) stemming therefrom. Any amount recovered in any such action or suit, whether by judgment or settlement, shall be paid to or retained entirely by Amgen.

7.03 Maintenance of Action. Amgen shall notify the Company of any material infringement of any patent regarding GCSF Technology covering the making, use or sale of G-CSF Products and shall provide the Company with any available evidence of such infringement. The Company and Amgen shall consult with each other as to the best manner in which to

proceed. The Company shall have the first right, but no obligation, to bring or defend any suit or action on any claim involving such infringement of any such patent of the G-CSF Technology on such terms relating to reimbursement of associated costs and expenses as shall be agreed to. If the Company finds it necessary or desirable to join Amgen in such suit or action, Amgen shall execute all papers and perform such other acts as may be reasonably required to do so and may, at its option, be represented by counsel of its choice unless the Company and Amgen otherwise agree, any amount recovered in any such action, whether by judgment or settlement, after payment to the Company of such reasonable costs and expenses (excluding attorney's fees), shall be paid to or retained by Amgen. In the event the Company fails to take action with respect to such infringement within a reasonable period, no less than six (6) months, following receipt of such notice and evidence, Amgen shall have the right to bring, defend and maintain any appropriate suit or action involving such infringement. If Amgen finds it necessary to join the Company in such suit or action, the Company shall execute all papers and perform such other acts as may be reasonably required and may, at its option, be represented by counsel of its choice. Amgen shall pay to the Company the reasonable expenses of the Company (excluding attorney's fees) in connection with any such suit or action. Any amount recovered in any such action or suit, whether by judgment or settlement, after payment to the Company of such reasonable

costs and expenses (excluding attorney's fees), shall be paid to or retained entirely by Amgen.

ARTICLE VIII

TERM AND TERMINATION

8.01 Term. This Agreement shall remain in effect until the parties mutually agree in writing to terminate said Agreement, or unless earlier terminated pursuant to Section 8.03 hereof.

8.02 Effective Date. This Agreement (including the license and rights granted under Sections 2.01 and 2.02 hereof) shall come into effect as of the date hereof and shall remain in full force and effect until the earlier of (a) the liquidation or dissolution of the Company other than in connection with a continuation of the business of the Company in some other legal form, or (b) termination pursuant to Section 8.03 hereof.

8.03 Default. In the event that a Party (the "Defaulting Party") shall (a) fail to make any payment hereunder when and as due, or otherwise default in its obligations hereunder and fail to remedy such default within sixty (60) days after such default shall have been called to its attention by notice from another Party, (b) become bankrupt or insolvent, or file a petition in bankruptcy or make a general assignment for the benefit of creditors or otherwise acknowledge insolvency, or be adjudged bankruptcy, (c) go or be placed in a process of complete liquidation other than in connection with a

continuation of the business of the Company in some other legal form, or (d) suffer the appointment of a receiver for any substantial portion of its business who shall not be discharged within sixty (60) days after his appointment, then, and in any such event, any other Party, at its option, may terminate its obligations to and the rights of the Defaulting Party under this Agreement upon ten (10) days' written notice to the Defaulting Party, which termination shall be effective as of the occurrence of the event giving rise to the option to terminate.

8.04 Survival. Notwithstanding the termination of a Party's obligations to or the rights of the Defaulting Party under this Agreement in accordance with the provisions of Section 8.03, Section 3.02 and Article VIII hereof, shall survive such termination and continue in full force and effect for an indefinite term. Upon termination of this Agreement for any reason, and without limitation of other remedies, Amgen shall immediately return to the Company (to the extent such return is technically feasible) all G-CSF Technology in the possession of Amgen or its Subsidiaries, or of which Amgen shall have the right to regain possession or, at the sole election of the Company, shall destroy such G-CSF Technology (to the extent technically feasible).

ARTICLE IX

INFRINGEMENTS

9.01 Infringements. In the event that Amgen is charged with infringement or unauthorized use of the alleged

patent rights or proprietary rights of others by reason of the exploitation by Amgen of G-CSF Technology or any component thereof, then the Company shall indemnify and hold Amgen harmless from such claim to the full extent of any damage recovery with respect to such claim and legal costs incurred in Amgen's defense.

ARTICLE X

CONSENTS AND APPROVALS

10.01 Best Efforts. The parties hereto shall use their best efforts to obtain as soon as practicable any and all consents, approvals, orders or authorizations required to be obtained from any governmental authority with respect to the provisions hereof.

ARTICLE XI

NOTICE

11.01 Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be mailed to the party to whom notice is to be given, by telex or facsimile, and confirmed by first class mail, registered or certified, return receipt requested, postage prepaid, and properly addressed as follows (in which case such notice shall be deemed to have been duly given on the third 3rd) day following the date of such sending):

"Amgen" Amgen
1900 Oak Terrace Lane
Thousand Oaks, CA 91320
U.S.A.
Telex No. 499-9315 (AMGEN)
Attn: Corporate Secretary

With a copy to: Cooley, Godward, Castro,
Huddleson & Tatum
One Maritime Plaza, 20th Floor
San Francisco, CA 94111
U.S.A.
Telex No. 910-372-7370 Cooley SFO
Attn: Alan C. Mendelson, Esq.

"Company" Kirin-Amgen, Inc
1900 Oak Terrace Lane
Thousand Oaks, CA 91320
U.S.A.
Telex No. 4994440 (AMGEN)
Attn: Corporate Secretary

With a copy to: Pettit & Martin
355 South Grand Avenue
Thirty-Third Floor
Los Angeles, CA 90071
Telex No. 181025 PEMLAW LSA
Attn: Joel S. Marcus, Esq.

Any party by giving notice to the others in the manner provided above may change such party's address for purposes of this Section 11.01.

ARTICLE XII

MISCELLANEOUS

12.01 Entire Agreement. This Agreement, together with the other written agreements between the parties hereto which are referenced in the Shareholders' Agreement, set forth the entire agreement of the parties with respect to the subject matter hereof any may not be modified except by a writing signed

by authorized representatives of the parties hereto. To the extent that there may be conflicts or inconsistencies between the provisions of this Agreement and those contained in the Shareholders' Agreement, the provisions of the Shareholders' Agreement shall prevail and govern interpretation.

12.02 Headings. Article and section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this agreement for any other purpose.

12.03 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute but one and the same instrument.

12.04 Force Majeure. It is agreed that each of the parties hereto is excused from performing such acts as are required hereunder as may be prevented by or whose purpose is frustrated by Force Majeure. The party so affected shall give notice to the other party in writing promptly and thereupon shall be excused from such of its obligations hereunder as it is unable to perform on account of the Force Majeure throughout the duration thereof plus a period of thirty (30) days.

12.05 Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws, and not the law of conflicts, of the State of California applicable to agreements made and to be performed in such state.

12.06 Assignment on Written Consent. This Agreement shall be binding upon and inure to the benefit of the Company and Amgen and their respective successors and assigns to the extent it is assignable. This Agreement may not be assigned in whole or in part by Amgen (except to the newly formed Delaware corporation), except with the prior written consent of the Company.

12.07 Severability. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and/or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. In such event, such invalid provision or provisions shall be validly reformed to as nearly approximate the intent of the parties as possible and if unreformable, hall be severed and deleted from this Agreement.

12.08 No Waiver. No failure or delay on the part of either party in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or the remedies provided by law.

12.09 Trademarks and Tradenames. The Company grants no rights to Amgen in any trademarks or tradenames of the Company or of any of its respective subsidiaries or affiliated companies.

12.10 Indemnity. Amgen hereby (a) releases the Company from any obligation to defend indemnify or save Amgen and its agents and employees harmless from and (b) agrees to defend, indemnify and save the Company harmless from any and all cost, expenses (including attorneys' fees), liabilities, damages and claims for any injury or death to persons or damage to or destruction of property, or other loss, arising out of or in connection with any product made, used or sold by Amgen or the use by Amgen of any G-CSF Technology furnished pursuant to any provision hereunder, or otherwise arising out of or related to the performance of this Agreement.

12.11 Other Agreements. Any other provision of this Agreement notwithstanding, nothing in this Agreement shall obligate the Company to disclose to Amgen any information or to make available to the Amgen any materials in violation of any obligation of secrecy or a limitation of use imposed by a third party from whom such information or material shall have been received.

12.12 Remedies. No right, power or remedy herein conferred upon or reserved to any party is intended to be exclusive of any other right, power or remedy or remedies, and each and every right, power and remedy of any party pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall to the extent-permitted by law be cumulative and concurrent, and shall be in addition to every other right, power or remedy pursuant to this Agreement, or now

or hereafter existing at law or in equity or by statute or otherwise and the exercise or beginning of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by any party of any or all such other rights, powers or remedies.

12.13 Attorneys' Fees and Costs. In the event of any action at law or in equity between the parties hereto to enforce any of the provisions hereof, the unsuccessful party or parties to such litigation shall pay to the successful party or parties all costs and expenses, including reasonable attorneys' fees, incurred therein by such successful party or parties; and if such successful party or parties shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees may be included in and as part of such judgment. The successful party shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees.

12.14 Number and Gender. Words in the singular shall include the plural, and words in a particular gender shall include either or both additional genders, when the context in which such words are used indicates that such is the intent.

12.15 Agreement to Perform Necessary Acts. Each party agrees to perform any further acts and execute and deliver any and all further documents and/or instruments which may be reasonably necessary to carry out the provisions of this Agreement.

12.16 Representations. Each of the parties hereto acknowledges and agrees (i) that no representation or promise not expressly contained in this Agreement has been made by any other party hereto or by any of its agents, employees, representatives or attorneys; (ii) that this Agreement is not being entered into on the basis of, oz in reliance on, any promise or representation, expressed or implied, covering the subject matter hereof, other than those which are set forth expressly in this Agreement; and (iii)that each has had the opportunity to be represented by counsel of its own choice in this matter, including the negotiations which preceded the execution of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives in the manner legally binding on them as of the date first above written.

KIRIN-AMGEN, INC., a
California corporation

By /s/ George B. Rathmann
Its President

"Company"

AMGEN, a California corporation, in the
process of reincorporating in Delaware

By /s/ Robert D. Weist
Its Sr. Vice President

"Amgen"

[MAP OF THE LICENSED TERRITORY]

EXHIBIT 10.12

AMGEN RETIREMENT AND SAVINGS PLAN

(As Amended and Restated Effective October 23, 2000)

AMGEN RETIREMENT AND SAVINGS PLAN

(As Amended and Restated Effective October 23, 2000)

ARTICLE 1. INTRODUCTION AND PLAN HISTORY

The Plan was adopted effective as of April 1, 1985. The Plan was last amended and restated as of April 1, 1996, to reflect previously adopted amendments and to make other changes. Certain provisions may be effective at other times, as specified. The Plan is intended to qualify under Sections 401(a) and 401(k) and related sections of the Code, and under Section 407(d)(3)(A) of ERISA. The Plan is subject to amendment or termination at any time, including (without limitation) amendments required to meet regulations and rules issued by the Secretary of the Treasury or his or her delegate or the Secretary of Labor. Certain capitalized terms used in the text of the Plan are defined in Article 2 in alphabetical order.

ARTICLE 2. DEFINITIONS

2.1 "Accounts" means the separate accounts maintained for each Participant as a part of the Trust Fund. Each Participant's Accounts are credited with the Participant's Employee Contributions, his or her share of Company Contributions and Forfeitures and any income, gains, expenses and losses accruing on amounts previously credited to the Accounts.

2.2 "Affiliated Group" means the Company and any entity related to the Company under Sections 414(b), (c), (m) or (o) of the Code. In addition, the term "Affiliated Group" includes any other entity that the Company has designated in writing as a member of the Affiliated Group for purposes of the Plan. An entity shall be considered a member of the Affiliated Group only with respect to periods for which this designation is in effect or during which the relationship described in the first sentence of this Section exists. An "Affiliate" is a member of the Affiliated Group.

2.3 "Aggregate 401(k) Contributions" which is a term used in specifying certain limitations on Plan contributions, is defined in Section 13.9.

2.4 "Aggregate 401(m) Contributions" which is a term used in specifying certain limitations on Plan contributions, is defined in Section 14.7.

2.5 "Alternate Payee" means a spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all or a portion of the Participant's Plan Benefit.

2.6 "Annual Additions" which is a term used in specifying certain limitations on Plan contributions, is defined in Section 16.5.

2.7 "Annual Deferral Limit" which is a term used in specifying certain limitations on Plan contributions, is defined in Section 13.9.

2.8 "Beneficiary" means the person or persons entitled to receive a Participants Plan Benefit after the Participant's death, as provided in Section 8.12.

2.9 "Board" means the Board of Directors of the Company, as constituted from time to time.

2.10 "Break in Service" means any Plan Year during which the Participant completes less than 501 Hours of Service. Solely for the purpose of determining whether a Break in Service has occurred, an Employee who is absent from work by virtue of (a) the Employee's pregnancy, (b) the birth of the Employee's child, (c) the placement of a child with the employee by adoption, (d) the change for any such child for a period of up to one year immediately following such birth or placement, (e) Disability, (f) service in the armed forces of the United States during a period (including a post-discharge period) that entitles the Employee to reemployment rights guaranteed by law or (g) a leave of absence taken under the terms of the federal Family Medical Leave Act or applicable state family and medical leave act, shall be credited with up to 501 additional Hours of Service. Such additional Hours of Service in such period of absence shall be based on his or her regular work schedule immediately prior to such period; provided, however, that such additional Hours of Service shall be credited during the Plan Year in which the absence from work begins only if they would prevent a Break in Service from occurring for that year. In all other cases, the additional Hours of Service shall be credited during the immediately following Plan Year.

2.11 "Code" means the Internal Revenue Code of 1986, as amended from time to time.

2.12 "Company" means Amgen Inc., a Delaware corporation.

2.13 "Company Contributions" means Matching Contributions, Nonelective Contributions, Qualified Nonelective Contributions and Qualified Matching Contributions.

2.14 "Company Stock" means shares of common stock issued by the Company.

2.15 "Company Stock Fund" means an Investment Fund primarily invested in Company Stock.

2.16 "Compensation" is the term generally used under the Plan to describe the amount with respect to which Plan contributions are made and means an Eligible Employee's wages, salaries, fees for professional services, and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with any member of the Affiliated Group to the extent that the amounts are includable in gross income (including, but not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on reimbursements or other expense allowances under a nonaccountable plan (as described in Treasury Regulation Section 1.62-2(c)), but excluding any "goods and services allowance" provided to certain expatriate staff members. "Compensation" shall be computed without regard to any election to reduce or defer salary under this Plan or any cafeteria plan under Section 125 of the Code. "Compensation" shall not include: (a) any Company Contributions to this Plan or any other employee benefit plan for or on account of the Employee, except as otherwise provided in the preceding sentence; (b) the items described in Treasury Regulation Section 1.415-2(d)(3), which, among other items, would exclude from compensation amounts realized from the exercise of a nonqualified stock option (or when restricted stock (or property) held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Section 83 of the Code) and amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; or (c) amounts in excess of the Compensation Limitation.

2.17 "Compensation Limitation" means the limitation in effect under Section 401(a)(17) of the Code for the Plan Year.

2.18 "Disability" means that the Participant is determined, under Title II or XVI of the Social Security Act, to have been disabled at the time of his or her termination of employment. In order for a Participant's Accounts to become fully vested on account of Disability pursuant to Sections 7.2 and 7.3 of the Plan, the Participant must submit evidence of the Social Security Administration's determination of disability to the Company prior to the distribution (or deemed distribution) of the Participant's Accounts.

2.19 "Eligible Employee" means an Employee described in Section 3.3.

2.20 "Employee" means an individual who (a) on the Payroll of a member of the Affiliated Group or (b) is a "leased employee" (within the meaning of Section 414(n) of the Code) with respect to a member of the Affiliated Group. "Employee" shall not include a nonresident alien who receives no earned income (within the meaning of Section 911(b) of the Code) from a member of the Affiliated Group that constitutes income from sources within the United States (within the meaning of Section 861(a)(3) of the Code).

2.21 "Employee Contributions" means Participant Elected Contributions and Rollover Contributions.

2.22 "ERISA" means the Employee Retirement Income Security Act of 1974 (P.L. 93-406), as amended.

2.23 "Excess Aggregate Contributions" which is a term used in specifying certain limitations on Plan contributions, is defined in Section 14.7.

2.24 "Excess Contributions" which is a term used in specifying certain limitations on Plan contributions, is defined in Section 13.9.

2.25 "Excess Deferrals" which is a term used in specifying certain limitations on Plan contributions, is defined in Section 13.9.

2.26 "Exchange Act" means the Securities Exchange Act of 1934, as amended, and regulations promulgated thereunder.

2.27 "Five-Year Break in Service" means five or more consecutive one-year Breaks in Service.

2.28 "Forfeiture" is defined in Section 7.4.

2.29 "Fund" or "Investment Fund" means a separate fund in which contributions to the Plan are invested in accordance with Article 6.

2.30 "Hardship Withdrawal" is a partial distribution of a Participant's Account made while he or she is an Employee and in the limited circumstances described in Section 11.2.

2.31 "Highly Compensated Employee" is defined in Article 12.

2.32 "Hour of Service" means:

(a) Each hour for which an Employee is directly or indirectly paid, or entitled to payment, by a member of the Affiliated Group for the performance of services;

(b) Each hour for which an Employee is directly or indirectly paid, or entitled to payment, by a member of the Affiliated Group on account of a period of time during which no services are performed (without regard to whether the employment relationship between the Employee and the member of the Affiliated Group has terminated) due to vacation, holiday, illness, incapacity, disability, layoff, jury duty, military duty or leave of absence with pay; and

(c) Each hour for which an Employee is directly or indirectly paid, or entitled to payment of an amount as back pay (without regard to mitigation of damages) either awarded or agreed to by a member of the Affiliated Group.

The foregoing notwithstanding:

(1) No more than 501 Hours of Service shall be credited to an Employee under Subsection (b) or (c) above on account of any single continuous period of time during which no services are performed.

(2) An hour for which an Employee is directly or indirectly paid or entitled to payment by a member of the Affiliated Group on account of a period during which no services are performed shall not constitute an Hour of Service hereunder if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation or disability insurance laws.

(3) Hours of Service shall not be credited for payments that solely reimburse an Employee for medical or medically related expenses.

(4) The same Hour of Service shall not be credited to an Employee both under Subsection (a) or (b) and under Subsection (c).

(5) The computation period to which Hours of Service determined under Subsection (b) or (c) are to be credited shall be determined under applicable federal law and regulations, including, without limitation, Department of Labor Regulation Section 2530.200b-2(b), (c) and (d).

The Company shall determine the number of Hours of Service, if any, to be credited to an Employee under the foregoing rules in a uniform and nondiscriminatory manner and in accordance with applicable federal laws and regulations, including, without limitation, Department of Labor Regulation Section 2530.200b-3.

2.33 "Normal Retirement Age" means the date on which a Participant attains age 65.

2.34 "Participant" means any person who elects to participate in the Plan as provided in Article 3.

2.35 "Participating Company" means the Company, and any other member of the Affiliated Group that the Company has designated in writing as a Participating Company, as set forth on Appendix A.

2.36 "Payroll" means the system used by an entity to pay those individuals it regards as its employees for their services and to withhold federal income and employment taxes from the compensation it pays to such employees. "Payroll" does not include any system the entity uses to pay individuals whom it does not regard as its employees and for whom it does not actually withhold federal income and employment taxes (including, but not limited to, individuals it regards as independent contractors, consultants or employees of temporary employment agencies).

2.37 "Plan" means the Amgen Retirement and Savings Plan, as amended from time to time.

2.38 "Plan Benefit" means the Participant's Accounts under the Plan, to the extent vested.

2.39 "Plan Year" means the calendar year.

2.40 "QDRO" means a qualified domestic relations order (as defined in Section 414(p) of the Code).

2.41 "Qualified Joint and Survivor Annuity" means an annuity for the life of the Participant with a survivor annuity for the life of his or her spouse that is not less than fifty percent (50%) nor more than one hundred percent (100%) of the amount of the annuity payable during the joint lives of the Participant and his or her spouse. The value of the Qualified Joint and Survivor Annuity shall be not less than the value of the Participant's nonforfeitable interest in his or her Account.

2.42 "Rollover Contribution" means an amount contributed to the Plan by an Eligible Employee pursuant to Section 4.5.

2.43 "Salary Deferral Agreement" means the agreement between the Participating Company and an Employee to reduce the Employee's Compensation as provided for in Article 4.

2.44 "Section 414(s) Compensation" which is a term used in specifying certain limitations on Plan contributions, is defined in Section 13.9.

2.45 "Section 415 Compensation" which is a term used in specifying certain limitations on Plan contributions, is defined in Section 16.5.

2.46 "Section 415 Employer Group" which is a term used in specifying certain limitations on Plan contributions, is defined in Section 16.5.

2.47 "Single Life Annuity" means an annuity under which payments are made to a person for his or her life and cease upon his or her death.

2.48 "Top-Paid Group" which is used in the definition of the term "Highly Compensated Employee", is defined in Section 12.4(a).

2.49 "Total Compensation" which is used in the definition of the term "Highly Compensated Employee", is defined in Section 12.4(b).

2.50 "Trust Agreement" means the trust agreement entered into pursuant to the Plan by the Company and the Trustee, as amended from time to time.

2.51 "Trustee" means the trustee or trustees appointed by the Company pursuant to the Plan to hold the assets of the Plan in trust, and any successor trustee(s) so appointed.

2.52 "Trust Fund" means the trust fund consisting of the assets of the Plan and maintained by the Trustee pursuant to the Plan and the Trust Agreement.

2.53 "Valuation Date" means the date on which the assets of the Plan are valued, determined in accordance with the Trust Agreement.

2.54 "Year of Service" means:

(a) For purposes of vesting, each Plan Year or portion thereof during which an Employee is credited with at least 1,000 Hours of Service.

(b) For purposes of determining eligibility, the first "computation period" in which the Employee completes at least 1,000 Hours of Service. An Employee's initial computation period is the 12-consecutive-month period following the Employee's employment commencement date. If the Employee does not complete at least 1,000 Hours of Service during the first computation period, subsequent computation periods are each Plan Year, beginning with the Plan Year in which the first anniversary of the Employee's employment commencement date falls.

ARTICLE 3. ELIGIBILITY AND PARTICIPATION

3.1 Eligibility to Participate. An individual hired or rehired as an Employee shall be eligible to become a Participant on the date he or she becomes an Eligible Employee or on any subsequent date.

3.2 Commencement of Participation. An individual who has satisfied the requirements for Plan participation and wishes to become a Participant shall follow the enrollment procedures prescribed by the Company and shall begin participating in the Plan as soon as administratively practicable after completion of the enrollment procedures.

3.3 Eligible Employee means an Employee of a Participating Company who is described in (a) or (b) of this Section 3.3 and is not excluded under (c) of this Section 3.3. An individual's status as an Eligible Employee shall be determined by the Company and its determination shall be conclusive and binding on all persons.

(a) Regular Full-Time Employee. Unless excluded under (c) below, an individual classified by a Participating Company as a "regular full-time employee" is an Eligible Employee.

(b) Regular Part-Time Employee. Unless excluded under (c) below, an individual classified by a Participating Company as a "regular part-time employee" shall become an Eligible Employee upon completion of a Year of Service.

(c) Excluded Individuals. An individual shall not be an Eligible Employee for any period in which he or she is:

(1) Included in a unit of employees covered by a collective-bargaining agreement that does not provide that such individual shall be eligible to participate in the Plan;

(2) Not on the Payroll of a Participating Company, even though such person may be deemed, for any reason, to be an employee;

(3) Subject to an oral or written agreement that provides that such individual shall not be eligible to participate in the Plan;

(4) Employed by a non-U.S. subsidiary of the Company;

(5) Classified by a Participating Company as a "leased employee" (within the meaning of Section 414(n) of the Code) with respect to such Participating Company or would be so classified but for the period-of-service requirement of Code Section 414(n)(2)(B); or

(6) A temporary employee, independent contractor, consultant, or any other person or entity for whom a Participating Company does not withhold federal income and employment taxes from such person's or entity's compensation.

If, during any period, a Participating Company has not regarded an individual as an Employee and, for that reason, has not withheld employment taxes with respect to that individual, then that individual shall not be an Eligible Employee for that period, even in the event that the individual is determined, retroactively, to have been an Employee during all or any portion of that period.

3.4 Eligibility After Break in Service. An Eligible Employee who has incurred a Break in Service shall cease to be an Eligible Employee until he or she has again satisfied the eligibility conditions described in this Section after such Break in Service.

3.5 Suspension of Membership. A Participant's participation in the Plan shall be suspended for any period of time during which the Participant:

(a) Neither receives nor is entitled to receive any Compensation, including (without limitation) any leave of absence without pay; or

(b) Does not qualify as an Eligible Employee but remains a Participant.

In accordance with Section 10.8 and 11.4, participation is also suspended for 12 months if a Participant defaults on a Plan loan or takes a Hardship Withdrawal. A Participant shall not make Participant Elected Contributions or receive any allocation of Company Contributions with respect to a period of suspended participation, but a suspended Participant's Accounts shall remain invested as a part of the Trust Fund and shall continue to share in the gains, income, losses and expenses of the Trust Fund.

3.6 Termination of Membership. A Participant's participation in the Plan shall terminate when his or her entire Plan Benefit has been distributed or on the date of his or her death, whichever occurs first. In the case of a Participant who is not entitled to a Plan Benefit, membership in the Plan shall terminate when the Participant ceases to be an Employee.

3.7 Military Service. Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

ARTICLE 4. EMPLOYEE CONTRIBUTIONS.

4.1 Participant Elected Contributions. Each Participant whose participation in the Plan is not suspended may make Participant Elected Contributions to the Trust Fund pursuant to a Salary Deferral Agreement that specifies the amount of the

contribution. Subject to the limitations set forth in Section 4.4 and Articles 13-16, the amount of the Participant Elected Contributions shall be equal to any whole percentage of his or her Compensation, as the Participant shall elect, except that this whole percentage shall not exceed 15 percent of his or her Compensation. Participant Elected Contributions shall be made through payroll deductions from the Participant's Compensation. If a Participant elects to make Participant Elected Contributions, the contributions shall be deemed to be employer contributions to the Plan for federal income tax purposes and, to the extent permitted, for purposes of other federal, state and local taxes. A Participant's election to make Participant Elected Contributions shall constitute an election to have the Participant's taxable salary or wages from the Participating Company reduced by the amount of the Participant Elected Contributions.

4.2 Suspension, Change and Resumption of Participant Elected Contributions. A Participant may elect to suspend or change the rate of Participant Elected Contributions and, having elected to suspend Participant Elected Contributions, may elect to resume them. Any such election shall be made by following the procedures prescribed by the Company, which election shall be put into effect at the time prescribed by the Company's procedures.

4.3 Contributions to the Trustee. The Participating Companies shall forward all Employee Contributions to the Trustee, for investment in the Trust Fund, as soon as administratively possible after they were withheld. Employee Contributions shall be credited to each Participant's Accounts as provided in Sections 6.3 and 6.4.

4.4 Limits on Participant Elected Contributions. This Section briefly describes the rules that limit the amount of Participant Elected Contributions that may be contributed to a Participant's Account for the Plan Year or calendar year.

(a) Compensation Limit. A Participant may not make further Participant Elected Contributions for the Plan Year once his or her Compensation reaches the Compensation Limitation.

(b) Annual Deferral Limit. As is described in detail in Article 13, a Participant's Participant Elected Contributions, together with certain other elective deferrals, made during a calendar year may not exceed the Annual Deferral Limit, as defined in Section 13.9(b).

(c) Average Deferral Percentage Limit. As is described in detail in Article 13 and Article 15, Participant Elected Contributions may be returned to certain Participants who are Highly Compensated Employees in the event that the average deferral percentage test or multiple-use test is not met for the Plan Year.

(d) Section 415 "Annual Additions" Limit. As is described in detail in Article 16, if amounts credited to a Participant's Accounts during the Plan Year, other than earnings and Rollover Contributions, exceed the lesser of $30,000 or 25% of the Participant's Section 415 Compensation, then Participant Elected Contributions may be returned to the Participant.

(e) Prospective Limitations. In order to ensure compliance with the average deferral percentage test, the multiple-use test and the annual additions limit, at any time during the Plan Year and at its sole discretion, the Company may require any Participant to discontinue or reduce the rate of his or her Participant Elected Contributions. The Company may require the discontinuance or reduction in the rate of Participant Elected Contributions even if its actions may prevent a Participant from making the maximum Participant Elected Contributions allowed by law.

(f) Nondeductible and Mistaken Contributions. As is described in detail in Section 5.6(e), Participant Elected Contributions that are not deductible by the Company or that are made by mistake are returned to the Company.

4.5 Rollover Contributions. The Plan may receive Rollover Contributions on behalf of an Eligible Employee if the following conditions are satisfied:

(a) The contribution is made entirely in the form of U.S. dollars; and

(b) The Eligible Employee demonstrates to the Company's satisfaction that the contribution is a qualifying rollover contribution under Section 402(c)(4), 403(a)(4) or 408(d)(3) of the Code.

If an Eligible Employee who is not a Participant makes a Rollover Contribution, then he or she shall be considered a Participant solely with respect to his or her Rollover Contribution Account until he or she becomes a Participant for all purposes pursuant to Article 3.

A Rollover Contribution shall be paid to the Company in a lump sum in cash and shall be credited to the Participant's Rollover Account. The Participant may direct the investment of his or her Rollover Account by filing the specified investment election form in accordance with such rules as may be established by the Company.

ARTICLE 5. COMPANY CONTRIBUTIONS.

5.1 Matching Contributions. Subject to the limitations of Section 5.6 and Articles 13-16, each Participating Company may, in its discretion, make Matching Contributions in an amount determined by the Participating Company. A

Matching Contributions formula may limit the amount of Participant Elected Contributions that are taken into account for purposes of allocating Matching Contributions or may limit allocations of Matching Contributions to a specified group of Participants; provided, however, that the Matching Contribution formula(s) shall not discriminate in favor of Highly Compensated Employees. A Matching Contribution shall be paid to the Trustee as soon as reasonably practicable after the pay period to which it relates and shall be allocated to the Accounts of Participants as provided in Section 6.5.

5.2 Nonelective Contributions. Subject to the limitations Section 5.6 and Articles 13-16, each Participating Company may, in its discretion, make Nonelective Contributions in an amount determined by the Participating Company. The Company, in its sole discretion, may determine that the allocation of part or all of the Nonelective Contribution for a Plan Year shall be limited to the Nonelective Contribution Accounts of Participants who remain Eligible Employees on the last day of the relevant Plan Year. The Company may limit the amount of Compensation that is taken into account for purposes of allocating Nonelective Contributions, and it may determine that allocations of Nonelective Contributions shall be limited to a specified group of Eligible Employees; provided, however, that the Nonelective Contribution formula(s) shall not discriminate in favor of Highly Compensated Employees. For purposes of allocating such Nonelective Contributions for any Plan Year or other allocation period based on an Employee's Compensation, only Compensation attributable to periods in such Plan Year or other allocation period during which such Employee was an Eligible Employee shall be taken into account. Nonelective Contributions shall be paid to the Trustee as soon as reasonably practicable following the close of the pay period to which it relates and shall be allocated to the Accounts of Participants as provided in Section 6.6.

Nonelective Contributions may include a core contribution equal to a specified percentage of Compensation to be made by the Company for each payroll period during the Plan Year.

5.3 Qualified Nonelective Contributions. The Participating Companies may make Qualified Nonelective Contributions pursuant to Article 13.6.

5.4 Qualified Matching Contributions. The Participating Companies may make Qualified Matching Contributions in an amount determined by the Participating Company. The Participating Company may, in its sole discretion, limit the amount of Participant Elected Contributions that are taken into account for purposes of allocating Qualified Matching Contributions, or it may determine that allocations of Qualified Matching Contributions shall be limited to a specified group of Eligible Employees; provided, however, that the Qualified Matching Contribution formula(s) shall not discriminate in favor of Highly Compensated

Employees. Qualified Matching Contributions shall be paid to the Trustee as soon as reasonably practicable following the date as of which they are allocated.

5.5 Investment of Company Contributions. The Trustee shall invest the Company Contributions it receives in accordance with Section 6.2.

5.6 Limits on Company Contributions. This Section briefly describes the rules that limit the amount of Company Contributions that may be contributed to a Participant's Account for the Plan Year.

(a) Compensation Limit. A Company Contribution that is expressed as a percentage of a Participant's Compensation may not be based on Compensation in excess of the Compensation Limit in effect for the Plan Year.

(b) Average Contribution Percentage Limit. As is described in detail in Article 14 and Article 15, Matching Contributions, Qualified Matching Contributions or Qualified Nonelective Contributions may be returned to certain Participants who are Highly Compensated Employees in the event that the average contribution percentage test or multiple-use test is not met for the Plan Year.

(c) Section 415 "Annual Additions" Limit. As is described in detail in Article 16, if amounts credited to a Participant's Accounts during the Plan Year, other than earnings and Rollover Contributions, exceed the lesser of $30,000 or 25% of the Participant's Section 415 Compensation, then Company Contributions may be returned to the Participant.

(d) Prospective Limitations. In order to ensure compliance with the average contribution percentage test, the multiple-use test and the annual additions limit, at any time during the Plan Year and at its sole discretion the Company may reduce or discontinue allocations of Company Contributions to any Participant's Account. The Company may implement this reduction or discontinuance of allocations of Company Contributions even if its action may prevent a Participant from receiving the maximum allocations to his or her Account allowed by law.

(e) Nondeductible or Mistaken Contributions. Any other provision of the Plan notwithstanding, Company Contributions and Participant Elected Contributions are conditioned upon their deductibility under Section 404 of the Code and the qualification of the Plan under Section 401(a) of the Code. If the deductibility of a Company Contribution or Participant Elected Contribution is denied, the amount for which a deduction is disallowed (reduced by any losses incurred with respect to such amount) shall be returned to the Participating Companies within one year after the

disallowance of the deduction. If a Company Contribution or Participant Elected Contribution is made to the Plan by reason of a mistake of fact, the amount contributed by reason of such mistake (reduced by any losses incurred with respect to such amount) shall be returned to the Participating Companies within one year after the date such contribution was made.

ARTICLE 6. INVESTMENTS AND PARTICIPANTS' ACCOUNTS.

6.1 Investment Funds. All contributions to the Plan made pursuant to Articles 4 and 5 shall be paid to the Trust Fund established under the Plan. All such contributions shall be invested as provided under the terms of the Trust Agreement, which may include provision for the separation of assets into separate Investment Funds, including a Company Stock Fund.

6.2 Investment of Contributions. Employee Contributions and Company Contributions shall be apportioned among one or more of the Investment Funds as the Participant may specify according to the procedures prescribed by the Company; provided, however, that a Participant may direct a maximum of 50 percent of Employee Contributions, Rollover Contributions and Company Contributions to be invested in the Company Stock Fund. In the event that a Participant fails to make an investment election, contributions allocated to his or her Accounts shall be invested in accordance with procedures prescribed by the Company. A Participant may elect to change the investment instructions with respect to future contributions according to the procedures prescribed by the Company.

6.3 Participant Elected Contributions Account. A Participant's Participant Elected Contribution Account shall consist of his or her Participant Elected Contributions, adjusted to reflect transfers and withdrawals from such Participant Elected Contributions Account and earnings, gains, expenses and losses attributable to the Investment Fund(s) in which the contributions are invested.

6.4 Rollover Contributions Account. A Participant's Rollover Contributions Account shall consist of his or her Rollover Contributions, adjusted to reflect transfers and withdrawals from such Rollover Contributions Account and earnings, gains, expenses and losses attributable to the Investment Fund(s) in which the contributions are invested.

6.5 Matching Contributions Account. A Participant's Matching Contributions Account shall consist of his or her Matching Contributions, adjusted to reflect transfers and withdrawals from such Matching Contributions Account and earnings, gains, expenses and losses attributable to the Investment Fund(s) in which the contributions are invested. Matching Contributions, determined under Section 5.1, shall be allocated to the Matching Contributions Account of each

Participant who is entitled to a Matching Contribution pursuant to Section 5.1. Matching Contributions shall be allocated as of the last day of the period for which the Participant received Compensation with respect to which the Matching Contribution is made.

6.6 Nonelective Contributions Account. A Participant's Nonelective Contributions Account shall consist of his or her Nonelective Contributions, adjusted to reflect transfers and withdrawals from such Nonelective Contributions Account and earnings, gains, expenses and losses attributable to the Investment Fund(s) in which the contributions are invested. The Nonelective Contribution of a Participating Company, determined under Section 5.2, shall be allocated to the Nonelective Contribution Accounts of each Participant who is an Eligible Employee of the Participating Company on the date as of which the Nonelective Contribution is allocated. The Nonelective Contribution of a Participating Company shall be allocated to each Participant entitled to an allocation of such Nonelective Contribution in the proportion that such Participant's Compensation, while he or she was an Eligible Employee, bears to the Compensation of all Participants entitled to an allocation of the Participating Company's Nonelective Contribution. Allocations of Nonelective Contributions shall be made as of each payroll period.

6.7 Qualified Nonelective Contributions Account. A Participant's Qualified Nonelective Contributions Account shall consist of his or her Qualified Nonelective Contributions, adjusted to reflect transfers and withdrawals from such Qualified Nonelective Contributions Account and earnings, gains, expenses and losses attributable to the Investment Fund(s) in which the contributions are invested.

6.8 Qualified Matching Contributions Account. A Participant's Qualified Matching Contributions Account shall consist of his or her Qualified Matching Contributions, adjusted to reflect transfers and withdrawals from such Qualified Matching Contributions Account and earnings, gains, expenses and losses attributable to the Investment Fund(s) in which the contributions are invested.

6.9 Transfers Among Investment Funds. A Participant may elect to reapportion the values of his or her Accounts among Investment Funds by properly following procedures prescribed by the Company. The Company's procedures by which a Participant may elect to transfer amounts into or out of the Company Stock Fund shall be drafted to provide notice to Participants if such an election would cause a Participant to have a purchase or sale of Company Stock which is not exempt from potential short-swing trading profits liability under Section 16(b) of the Exchange Act by virtue of the application of Rule 16b-3 (promulgated under Section 16 of the Exchange Act) as in effect from time to time. As of the effective date of this amended and restated Plan, such liability may arise if such

election is made by a Participant (or successor in interest) who is an officer, director, or greater than 10% stockholder of the Company (within the meaning of Section 16 of the Exchange Act and the rules promulgated thereunder) within six months following the date of the most recent election made under any employee benefit plan sponsored by the Company or an Affiliate if (a) both elections involved either an intra-plan transfer involving a fund invested in the Company's equity securities or a cash distribution from the employee benefit plan to the Participant (or successor in interest) funded by a volitional disposition of the Company's equity securities, (b) the prior election involved an acquisition of the Company's equity securities if the current election involves a disposition of the Company's equity securities, or vice versa, and (c) both elections are made at the volition of the Participant (or successor in interest) not in connection with the Participant's death, disability, retirement, termination of employment, or an election which is required to be made available under a provision of the Code. Such a volitional election (considering without regard as to whether or not any similar elections have occurred within six months of such an election) shall be described as a "Discretionary Transaction." On and after July 1, 1996, transfers into the Company Stock Fund shall be limited so that, after any such transfer, no more than 50% of the value of the Participant's aggregate Account is invested in the Company Stock Fund. For purposes of carrying out Investment Fund transfers, the value of the Accounts shall be determined as of the Valuation Date immediately preceding the Participant's transfer election.

6.10 Allocation of Investment Income. As soon as reasonably practicable after each Valuation Date, and within 90 days after the removal or resignation of the Trustee, the Trustee shall value the assets of the Trust Fund on the basis of fair market value as of the Valuation Date (or the day of resignation or removal of the Trustee if it is not a Valuation Date). Where separate Investment Funds have been established pursuant to Section 6.1, the Trustee shall value each such Investment Fund separately.

6.11 Account Statements. As soon as practicable after the last day of each Plan Year (and after such other dates as the Company may determine), there shall be prepared and delivered to each Participant a written statement showing the fair market value of his or her Accounts as of the applicable date and such other information as the Company may determine.

ARTICLE 7. VESTING OF PARTICIPANTS' ACCOUNTS.

7.1 100 Percent Vesting. A Participant's interest in all of his or her Participant Elected Contributions Account, Qualified Matching Contributions Account, Qualified Nonelective Contributions Account and Rollover Contributions Account shall be 100% vested and nonforfeitable at all times.

7.2 Vesting of Matching Contributions Accounts.

(a) If a Participant's employment with a member of the Affiliated Group is terminated after December 31, 1989 and before his or her Normal Retirement Age for any reason other than Disability or death, in addition to the amounts credited to the Accounts identified in Section 7.1, the Participant shall be entitled to an amount equal to the "vested percentage" of his Matching Contributions Account. Such vested percentage shall be determined in accordance with the following schedule.

Years of Service	Vested Percentage
Less than 1	0%
1 but less than 2	25%
2 but less than 3	50%
3 but less than 4	75%
4 or more	100%

(b) In all events, a Participant's Matching Contributions Account shall be fully vested upon termination of his or her employment with the Company on or after attainment of his or her Normal Retirement Age or by reason of Disability or death.

7.3 Vesting of Nonelective Contributions Accounts. In the case of any individual who becomes an Employee on or after April 1, 1991 (other than a temporary employee described in clause (ii) of Section 7.3(a)), he or she shall become fully vested in his or her Nonelective Contributions Account upon the earlier of his or her completion of five (5) Years of Service or his or her termination of employment on or after attainment of his or her Normal Retirement Age or by reason of Disability or death. If the employment of such a Participant terminates prior to his or her completion of five (5) Years of Service, attainment of Normal Retirement Age, Disability or death, he or she shall have no vested interest in his or her Nonelective Contributions Account.

7.4 Forfeitures. If a Participant ceases to be an Employee at a time when he or she is not yet fully vested in his or her Nonelective Contributions Account or Matching Contributions Account, the invested amount of his or her Nonelective Contributions Account and Matching Contributions Account shall constitute a Forfeiture for the Plan Year in which employment terminated. Forfeitures shall be applied to reduce Nonelective Contributions and Matching Contributions for the Plan Year. If the Participant is rehired as an Employee, then the portion of his or her Nonelective Contributions Account or Matching Contributions Account that constituted a Forfeiture shall be reinstated to the Nonelective Contributions

Account or Matching Contributions Account, as applicable, as of the close of the Plan Year in which the rehire occurs, but only if the Participant returns to the service of a Participating Company before incurring a Five-Year Break in Service. To the extent that Forfeitures for the Plan Year in which the Participant is rehired are insufficient to reinstate the rehired Participant's Forfeiture, then the appropriate Participating Company shall make a special contribution in the amount required to reinstate the Forfeiture.

If a Participant who was not fully vested at the time of his or her termination of employment receives a distribution out of his or her vested Account balance and subsequently returns to a Participating Company's service before incurring a Five-Year Break in Service, a separate account for the Participant's remaining interest in the Plan as of the time of the distribution shall be maintained. At any time, the Participant's vested interest in such account shall be an amount "X" determined in accordance with the following formula:

$$= P(AB + D) - D$$

For purposes of such formula, "P" is the vested percentage at the relevant time; "AB" is the account balance at the relevant time and "D" is the amount of the prior distribution.

In the event a Participant's service with a Participating Company terminates and no payment of the Participant's nonforfeitable interest is made, the forfeitable amount of the Participant's interest shall be forfeited after the Participant has incurred a Five-Year Break in Service, as of a Valuation Date determined in a uniform and consistent manner by the Company. In the event the Participant returns to the service of a Participating Company before incurring a Five-Year Break in Service, the Participant's Account shall exist as though no forfeiture had taken place.

7.5 Vesting on Reemployment.

(a) Years of Service completed prior to any Break in Service shall not be counted in determining a Participant's nonforfeitable interest under the Plan if, at the time of the earlier termination of employment, the Participant did not have any nonforfeitable interest under the Plan to an accrued benefit derived from Nonelective Contributions or Matching Contributions and the number of the Participant's consecutive one-year Breaks in Service equals or exceeds the greater of five (5) or the aggregate number of his or her Years of Service prior to such Break in Service.

(b) In the case of a Participant who incurs a Five-Year Break in Service, Years of Service completed by such Participant after the Five-Year Break in Service shall not be counted to increase the Participant's nonforfeitable

interest in his or her Account as determined prior to the Five-Year Break in Service.

7.6 Determination of Account Balance. Whenever a Participant or his or her Beneficiary is entitled to receive the entire amount or a percentage of his or her Account balance, the amount of such balance (including the value of any Company Stock held in his or her Account) shall be the amount in (or value of) such Account as of the Valuation Date immediately preceding the date of distribution.

7.7 Lost Participant or Beneficiary. In the event that a Beneficiary or Participant cannot be located at the time a benefit is payable from the Plan to him or her, then at the close of the 12-consecutive-month period following the date on which the amount became payable, the amount shall be treated as a Forfeiture. Such a Forfeiture shall nevertheless be reinstated, without interest, if the Participant or Beneficiary subsequently is located and makes a valid claim for the benefit.

ARTICLE 8. DISTRIBUTION OF PLAN BENEFIT.

8.1 General Rule. All distributions under the Plan shall be made in accordance with the Treasury Regulations under Section 401(a)(9) of the Code, including Treasury Regulation Section 1.401(a)(9)-2 or its successor. Such regulations are incorporated in the Plan by reference and shall override any inconsistent provisions of the Plan.

8.2 Events Permitting Distribution. No distribution may be made of any amounts credited to a Participant's Account except:

(a) After the Participant's death, Disability or termination of employment for any other reason;

(b) On or after termination of the Plan, provided that (i) neither the Participating Company nor any Affiliate of the Participating Company maintains a successor defined contribution plan (other than an employee stock ownership plan) and (ii) the Participant's distribution is made in the form of a lump sum;

(c) On or after the disposition, to an entity that is not an Affiliate of the Participating Company, of substantially all of the assets used by the Participating Company in a trade or business, but only with respect to a Participant who continues employment with the entity acquiring such assets, and provided that (i) the Participant's distribution is made in the form of a lump sum and (ii) the Participating Company continues to maintain the Plan following such disposition;

(d) On or after the disposition, to an entity that is not an Affiliate of the Participating Company, of the interest of the Participating Company or an Affiliate of the Participating Company in a subsidiary, but only with respect to a Participant who continues employment with such subsidiary, and provided that (i) the Participant's distribution is made in the form of a lump sum and (ii) the Participating Company continues to maintain the Plan following such disposition; or

(e) As required by applicable law or in connection with a QDRO, as provided in Article 9, or an in-service withdrawal, as provided in Article 11.

8.3 Time of Distribution.

(a) Except as provided in Sections 8.5, 8.8 and 8.10, and unless a Participant elects otherwise, the distribution of a Participant's Plan Benefit under Section 8.6 shall occur or commence not later than sixty (60) days after the close of the Plan Year in which occurs the later of (i) the Participant's attainment of Normal Retirement Age or (ii) the Participant's termination of employment. If distribution of a Participant's Plan Benefit has not yet occurred, on or about nine (9) months before the Participant's Normal Retirement Date, the Company shall furnish the Participant with a written explanation of the terms, conditions and forms of distributions available from the Plan including, where applicable, a general description of the Lifetime Annuity (as defined in Section 8.7), and with a description of the procedures for electing a form of distribution.

(b) A Participant may elect to receive or commence receipt of his or her Plan Benefit at any reasonable time after termination of employment. If the Participant elects to receive his or her Plan Benefit, distribution shall in any event commence not later than one (1) year after the end of the Plan Year (i) in which he or she terminates employment after attaining Normal Retirement Age or due to Disability, or (ii) which is the fifth Plan Year following the Plan Year in which he or she otherwise terminates employment (except by reason of his or her death). An election under this Subsection must be made in writing, must be made not more than ninety (90) days before the date the distribution is to occur or commence and must not be made before the Participant receives a written notice describing the material features and explaining the relative values of the optional forms of benefit available under the Plan, in a manner that would satisfy the notice requirements of Section 417(a)(3) of the Code. Not less than thirty (30) days and not more than ninety (90) days before the Participant's distribution is to occur or commence, the Company shall provide the Participant with such a written notice, which also shall inform

the Participant of his or her right (if applicable) to defer receipt of his distribution until Normal Retirement Age.

8.4 Amount of Plan Benefit. A Participant's Plan Benefit shall consist of the Participant's entire interest in his or her Accounts, to the extent vested.

8.5 Latest Time of Distribution. In no event shall a Participant's Plan Benefit be distributed later than the April 1 next following the calendar year in which the Participant attained age 70 1/2 if the Participant is not then an Employee.

8.6 Forms of Distribution.

(a) A Participant's Plan Benefit shall be distributed in any of the following forms that he or she elects; provided, however, that only a Participant who has an Hour of Service prior to April 1, 1996 may elect a Lifetime Annuity described in Paragraph (5):

(1) A single sum cash distribution;

(2) A single sum distribution in full shares of Company Stock (with the value of any fractional share paid in cash);

(3) A single sum distribution paid in a combination of cash and full shares of Company Stock;

(4) Cash installments paid at least annually over a period certain not exceeding the life expectancy of the Participant or the joint life expectancy of the Participant and his or her designated Beneficiary. All life expectancies shall be determined not later than the date when payments commence and shall not be redetermined thereafter. The amount of each installment payment shall be determined by dividing the remaining years in the period certain by the value of the Participant's Account; or

(5) Subject to the provisions of Section 8.7, a nontransferable annuity contract that provides for annuity payments at least annually over the lifetime of the Participant or the joint lifetimes of the Participant and his or her designated Beneficiary, and that may provide for a "period certain" feature (a "Lifetime Annuity").

(b) If, by the time for the distribution of a Participant's Plan Benefit in accordance with the foregoing provisions of this Article 8, the Participant has not made any election as to the form of the distribution, payment of his or her Plan Benefit shall be made in the form of a single sum cash distribution.

(c) To the extent that a distribution is to be made in a number of shares of Company Stock that exceeds the number of shares in the Participant's Account under the Company Stock fund, amounts in one or more other Investment Funds comprising the Participant's Account shall be applied to purchase the required additional shares of Company Stock at their fair market value at the time of purchase.

(d) The Company shall establish procedures to notify a Participant (or successor in interest) if any election regarding the form or timing of distribution of benefits from the Plan involving the Company Stock Fund constitutes a Discretionary Transaction (as defined in Section 6.9) which may trigger short-swing trading profits liability for the Participant (or successor in interest) under Section 16(b) of the Exchange Act. In such an event, the person making the election shall be provided with a reasonable opportunity to modify, delay, or revoke such an election.

8.7 Lifetime Annuities. This Section shall apply to any Participant with an Hour of Service prior to April 1, 1996, who elects a Lifetime Annuity. The Plan Benefit of a Participant who elects to receive a Lifetime Annuity, as provided in Section 8.6(a)(5) above, shall be distributed to the Participant in the applicable form of annuity described in Subsection (a) below, unless, prior to the Annuity Starting Date (as defined in Subsection (d) below) with respect to such Lifetime Annuity distribution, the Participant elects to waive such Lifetime Annuity, in which case he or she may elect any other form of distribution provided under Section 8.6. A married Participant may waive the Qualified Joint and Survivor Annuity once he or she elects a Lifetime Annuity only as provided in Subsection (b) below. If the Participant dies before his or her Annuity Starting Date, the provisions of Section 8.9 shall apply.

(a) Lifetime Annuity Forms.

(1) In the case of a Participant who is legally married on his or her Annuity Starting Date, the normal form of Lifetime Annuity that applies shall be a Qualified Joint and Survivor Annuity.

(2) In the case of a Participant who is not married on his or her Annuity Starting Date, the normal form of Lifetime Annuity that applies shall be a Single Life Annuity.

(b) Waiver of Lifetime Annuity.

(1) Not more than ninety (90) days before the Annuity Starting Date, a married Participant who elects to receive a Lifetime Annuity may elect to waive the Qualified Joint and Survivor Annuity form of benefit and to receive payment instead in one of the other forms

specified in Section 8.6(a)(l)-(4) or as a Single Life Annuity. If the Participant elects the form of benefit in Section 8.6(a)(4), he or she also may designate a Beneficiary other than his or her spouse to receive any benefits payable following his or her death. A Participant may revoke any election previously made under this Subsection and may make a new election hereunder any number of times before his or her Annuity Starting Date. A Participant's election or revocation under this Subsection shall be in writing.

(2) An election by a Participant who elects to receive a Lifetime Annuity to waive the Qualified Joint and Survivor Annuity shall not be valid unless the Participant has received the notice and explanation described in Subsection (c) below and the spouse of the Participant consents in writing to such election in a manner that satisfies the spousal consent requirements set forth in Section 8.13, provided that the Participant's election also must designate a specific alternative form of benefit (as well as a Beneficiary) that may not be changed without further spousal consent (unless expressly permitted by the spouse's consent or a prior consent). Spousal consent is not required in order for a Participant to reinstate an election to receive a Qualified Joint and Survivor Annuity, but is required for any subsequent revocation of the election.

(c) Notice and Explanation Requirements. Not more than ninety (90) and not
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less than thirty (30) days before the Annuity Starting Date, the Company shall notify the Participant in writing of his or her right to elect to waive the normal form of Lifetime Annuity. Such written notification shall include:

(1) An explanation of the terms and conditions of the normal form of Lifetime Annuity, including the circumstances under which it will be provided if no election is made to waive such form of benefit;

(2) A statement of the Participant's right to make an election to waive the normal form of Lifetime Annuity and an explanation of the effect of such an election;

(3) A statement of the Participant's right to revoke an election to waive the normal form of Lifetime Annuity and an explanation of the effect of such a revocation;

(4) A statement of the right, if any, of the Participant's spouse to consent to the Participant's election to waive the normal form of

Lifetime Annuity and to the Participant's designation of an alternative form of benefit or Beneficiary;

(5) A general explanation of the relative financial impact of an election to waive the normal form of Lifetime Annuity;

(6) A general description of the material features (including eligibility conditions) and an explanation of the relative values of the alternative forms of benefit available under the Plan; and

(7) A statement regarding the availability of the additional information described below in this Subsection (c).

Within thirty (30) days after receipt of a timely written request from the Participant for additional information, the Company shall provide the Participant with a written explanation, in nontechnical language, of the terms and conditions of the alternative forms of benefit available under the Plan and the financial effect (in terms of dollars per monthly payment) upon the Participant's monthly benefit in case of an election to waive the normal form of Lifetime Annuity and receive an alternative form of benefit.

(d) Definition of Annuity Starting Date. For purposes of this Article, the term "Annuity Starting Date" shall mean the first day of the first period for which an amount is paid as an annuity or, in the case of a benefit not payable as an annuity, the first day on which all events have occurred that entitle the Participant (or, if applicable, a Beneficiary) to receive or commence receipt of the benefit.

8.8 Time of Distribution of Death Benefit. If a Participant dies before receiving his or her Plan Benefit, then the Participant's Beneficiary shall be entitled to receive the Plan Benefit pursuant to this Section 8.8. (Section 8.12 provides that the surviving spouse of a married Participant shall be his or her Beneficiary, unless the Participant, with the spouse's consent, has otherwise elected prior to his or her death.) The Participant's Plan Benefit shall be distributed to the Participant's Beneficiary no later than 12 months after the Participant's death. If, however, a married Participant has elected to receive his or her Plan Benefit in the form of a Lifetime Annuity in accordance with Section 8.6(a)(5) and Section 8.7 (and has not subsequently waived such Lifetime Annuity) and then dies before the Annuity Starting Date (as defined in Section 8.7(d)) with his or her spouse surviving him or her, and if the value of the Participant's entire vested Plan Benefit exceeds $5,000, the distribution shall not occur or commence until the Participant would have attained Normal Retirement Age (had he or she not died), unless an earlier distribution is elected by the surviving spouse. In this event, the Participant's surviving spouse may elect to receive or commence receipt of the Participant's

death benefit at any reasonable time after the Participant's death. Such an election must be made in writing not more than ninety (90) days before the date the distribution is to occur or commence. For this purpose, if the Participant's vested Plan Benefit at the time a distribution commences under an installment option pursuant to Section 8.6(a)(4) or a lifetime annuity pursuant to Section 8.7 exceeds $5,000, the value of his or her vested Plan Benefit at all times thereafter will be deemed to exceed $5,000.

8.9 Distribution of Death Benefit.

(a) Notwithstanding any Beneficiary designation that may be to the contrary, if a Participant who has elected to receive a Lifetime Annuity (and who has not subsequently waived such Lifetime Annuity in accordance with Section 8.7(b)) dies before the Annuity Starting Date with respect to such Lifetime Annuity, and if he or she is married at the time of his or her death, the vested balance in his or her Account shall be applied toward the purchase of a Single Life Annuity for the Participant's surviving spouse.

(b) Except as provided in Subsection (a) above, if a Participant dies before the Annuity Starting Date (i.e., with respect to any form of distribution specified in Section 8.6(a)(l)-(4)), the vested balance in his or her Account shall be distributed to his or her Beneficiary in such form as such Beneficiary may elect from among the alternatives specified in Section 8.6(a)(l)-(3). In the absence of an election by the Beneficiary, payment shall be made in the form designated by the Participant, or, if none, in a single sum cash distribution.

(c) If a Participant dies after the Annuity Starting Date with respect to the form of distribution in effect under Section 8.6, the remaining amounts that had not yet been distributed under such form of distribution, if any, shall be paid to the Participant's Beneficiary in accordance with the applicable terms of such distribution method. In the case of a distribution in the form of an annuity contract (including a Lifetime Annuity) under Section 8.6(a)(4) or (5), the amount and timing of death or survivor benefit payments, if any, shall be as determined under such annuity contract.

8.10 Small Benefits: Lump Sum. Any other provision of this Article notwithstanding, if the value of a Participant's entire Plan Benefit equals $5,000 or less (including a Plan Benefit of $0) before the first payment of the Plan Benefit is made, then the Plan Benefit shall be paid (or deemed paid if the Plan Benefit is $0) as soon as reasonably practicable after the Participant's termination of employment to the Participant (or to his or her Beneficiary in the case of the Participant's death) in a single lump sum in cash.

8.11 Direct Rollovers. A "Distributee" who is a Participant, an Alternate Payee under a QDRO or a Beneficiary who is a deceased Participant's surviving spouse may elect to have a distribution of a Plan Benefit paid directly to the Eligible Retirement Plan (defined in Subsection (a) below) specified by the Distributee in a Direct Rollover, except to the extent that the distribution is not an Eligible Rollover Distribution (defined below in Subsection (b)).

(a) Definition of Eligible Retirement Plan. An Eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to a Beneficiary who is the Participant's surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.

(b) Definition of Eligible Rollover Distribution. An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of 10 years or more; (2) any distribution to the extent the distribution is required under Section 401(a)(9) of the Code; and (3) the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

8.12 Beneficiary. Subject to Section 8.13, a Participant's Beneficiary shall be the person(s) so designated by the Participant. If the Participant has not made an effective designation of a Beneficiary, or if the named Beneficiary is not living when a distribution is to be made, then (a) the then-living spouse of the deceased Participant shall be the Beneficiary or (b) if none, the then-living children of the deceased Participant shall be the Beneficiaries in equal shares or (c) if none, the then-living parents of the deceased Participant shall be the Beneficiaries in equal shares, or (d) if none, the then-living brothers and/or sisters of the deceased Participant shall be the Beneficiaries in equal shares, or (e) if none, the estate of the Participant shall be the Beneficiary. The Participant may change his or her designation of a Beneficiary from time to time. Any designation of a Beneficiary (or an amendment or revocation thereof) shall be effective only if it is made according to the procedures prescribed by the Company and is received by the Participating Company prior to the Participant's death.

8.13 Spousal Consent Needed to Name a Nonspouse Beneficiary. Any other provision of the Plan notwithstanding, in the case of a married Participant, any designation of a person other than his or her spouse as Beneficiary shall be effective only if the spouse consents in writing to the designation. The spouse's consent shall be witnessed by a notary public or, if permitted by the Company, by a representative of the Plan. A consent to a designation of a particular Beneficiary, once given by the spouse, shall not be revocable by that spouse. The designation of a particular Beneficiary may not be changed without further spousal consent (unless the consent or a prior consent expressly permits designations by the Participant without any requirement of further consent by the spouse). However, a designation of Beneficiary made by a Participant and consented to by the spouse may be revoked by the Participant in writing without the consent of the spouse at any time prior to the Annuity Starting Date. Any new election must comply with the requirements of this section. The spouse's consent shall not be required if the Participant establishes to the Company's satisfaction that the spouse's consent cannot be obtained because the spouse cannot be located or because of other reasons deemed acceptable under applicable regulations. The Company may require such evidence of the right of any person to receive payment under this Section as the Company may deem advisable. The Company's determination of the right under this Section of any person to receive payment shall be conclusive.

8.14 Determination of Marital Status. Whether a Participant is married shall be determined by the Company as of the date when distribution is to be made.

8.15 Incapacity. If, in the Company's opinion, a Participant or Beneficiary for any reason is incompetent or becomes unable to handle properly any property distributable to him or her under the Plan, then the Company may make any arrangements that it determines to be beneficial to the Participant or Beneficiary for the distribution of such property on his or her behalf, including (without limitation) the distribution of such property to the guardian, conservator, spouse or dependent(s) of the Participant or Beneficiary.

ARTICLE 9. DISTRIBUTION TO AN ALTERNATE PAYEE UNDER A QDRO; FREEZING - PARTICIPANT ACCOUNTS

9.1 Immediate Distribution.

(a) Any distribution to an Alternate Payee of all or some portion of a Participant's Accounts pursuant to a qualified domestic relations order, shall be made as soon as reasonably practicable after the order is determined to be a QDRO, if:

(1) The QDRO specifies such time of distribution; or

(2) The Alternate Payee has consented in writing to such time of distribution.

(b) Notwithstanding the foregoing, in determining the award to an Alternate Payee under a QDRO, the award to the Alternate Payee shall be derived solely from a portion of the Participant's vested Accounts in the Plan as of the Valuation Date provided in the QDRO.

9.2 Alternate Payee Accounts. In all cases where Section 9.1 above is not applicable, separate "Alternate Payee Accounts" shall be established for the Alternate Payee at such time as the Company shall determine. The portion of each of the Participant's Accounts that was assigned or made payable to the Alternate Payee by the QDRO shall be transferred to such Alternate Payee Accounts. Unless the QDRO otherwise provides, the transfers to the Alternate Payee Accounts shall be made pro rata from the Participant's Accounts. Alternate Payees may change the investment of their Alternate Payee Accounts pursuant to Section 6.9. Alternate Payees may not take loans or make withdrawals from their Alternate Payee Accounts under Articles 10 and 11. Alternate Payees may not make any contributions to their Alternate Payee Accounts.

9.3 Freezing Participant Accounts. As soon as practicable after the date the Plan Administrator receives credible information that a qualified domestic relations order, pursuant to Code Section 401(a)(13) and ERISA Section 206(d)(3), may be forthcoming, the Plan Administrator shall freeze the relevant Participant's Accounts for a reasonable period of time to permit the Participant and/or Alternate Payee to obtain a domestic relations order. As soon as practicable after the date the Plan Administrator receives a domestic relations order, the Plan Administrator shall freeze the relevant Participant's Accounts for a period of up to 18 months to allow for a determination of whether the domestic relations order meets the requirements of a qualified domestic relations order as defined in Code Section 414(p) and ERISA Section 206(d)(3). To the extent that a Participant's Accounts are frozen, no loans, withdrawals or distributions are permitted from such Accounts.

9.4 Death of Alternate Payee. In all cases, if Alternate Payee dies prior to the time that Alternate Payee has received all or any portion of the benefits assigned Alternate Payee by a QDRO, the benefits shall be paid to the Beneficiary(ies) designated by Alternate Payee on forms provided by the Plan Administrator for this purpose. If Alternate Payee has not made an effective designation of Beneficiary or if the designated Beneficiary is not living when a distribution is to be made, the entire balance in his or her Alternate Payee Accounts shall be distributed to his or her estate (unless the QDRO otherwise provides).

9.5 Distributions From Alternate Payee Accounts. Distributions to Alternate Payees from their Alternate Payee Accounts shall be made as soon as reasonably

practicable after the Plan Administrator's receipt of completed distribution forms provided by the Plan Administrator for this purpose.

ARTICLE 10. LOANS.

10.1 Amount of Loan. A Participant may obtain a cash loan from his or her Accounts if he or she is an Employee who is not on a leave of absence at the time of the loan and his or her Plan participation is not suspended pursuant to Section 3.5. The minimum amount of any such loan shall be $1,000 at the time the loan is elected. No loan shall be granted under the Plan if such loan, when aggregated with the Participant's outstanding loans under any other qualified plans maintained by any member of the Affiliated Group, would exceed the lesser of:

(a) $50,000, less the amount by which such aggregate balance has been reduced through repayments during the period of 12 months ending on the day before the new loan is made; or

(b) One-half of the Participant's vested interest in his or her Accounts.

10.2 Terms of Loans. A loan to a Participant shall be made on such terms and conditions as the Company may determine, provided that the loan shall:

(a) Be evidenced by a promissory note signed by the Participant and secured by one-half of the value of his or her Accounts, to the extent vested (regardless of the amount of the loan or the source of the loan funds);

(b) Bear interest at a fixed rate commensurate with the interest rates charged by major financial institutions for similar loans;

(c) Provide for level amortization over its term with payments at monthly or more frequent intervals, as determined by the Company;

(d) Provide for loan payments (1) to be withheld whenever possible through periodic payroll deductions from the Participant's compensation from any member of the Affiliated Group or (2) to be paid by check or money order whenever payroll withholding is not possible;

(e) Provide for repayment in full on or before the earlier of (1) the date when the Participant severs from all employment with any member of the Affiliated Group or (2) the date (A) five years after the loan is made or (B) 20 years after the loan is made if the loan is used to acquire a dwelling unit which within a reasonable time is to be used as the Participant's principal residence;

(f) Provide that a Participant may not receive any distribution from any of his or her Accounts under Article 8 or 11 until the loan obligation is repaid, except to the extent that all or any part of such distribution is used to repay the outstanding balance of the loan; and

(g) Provide that a Participant's Accounts may not be applied to the satisfaction of the Participant's loan obligations before the Accounts become distributable under Article 8, unless the Company determines that the loan obligations are in default because a periodic payment is more than 60 days past due and takes such actions as the Company deems necessary or appropriate to cause the Plan to realize on its security for the loan. Such actions may include (without limitation) an involuntary withdrawal from the Participant's Accounts, whether or not the withdrawal would be permitted under Article 11 on a voluntary basis; provided that an involuntary withdrawal attributable to Company Contributions made with respect to Plan Years that ended less than 24 months prior to the date of the withdrawal (adjusted to reflect any earnings, appreciation or losses attributable to Company Contributions) or attributable to Participant Elected Contributions shall be permitted only to the extent that the hardship requirements of Code Section 401(k)(2)(B)(I)(IV) and of Sections 1.401(k)-l(d)(2)(ii) and 1.401(k)1(d)(2)(iii)(A) of the Treasury Regulations are met. The Company may take such other action as it deems necessary to recover the balance of a loan secured by the Participant's Accounts. If an involuntary withdrawal occurs (or would have occurred if permitted under this Section, the Participant shall not be permitted to obtain a loan under the Plan thereafter.

10.3 Company Consent. The Company, in its sole discretion, may withhold its consent to any loan under this Article or may consent only to the borrowing of a part of the amount requested by the Participant. The Company shall act upon requests for loans in a uniform and nondiscriminatory manner, consistent with the requirements of Section 401(a), Section 401(k) and related provisions of the Code.

10.4 Source of Loans. If a Participant requests and is granted a loan, a Loan Account shall be established for the Participant. The Loan Account shall be held by the Trustee as part of the Loan Fund. The amount of the loan shall be transferred to the Participant's Loan Account from the Participant's other Accounts and shall be disbursed from the Loan Account. Transfers from the Company Stock Fund shall be made in accordance with the requirements for exemption under Section 16(b) of the Exchange Act if such a transfer would cause the Participant to incur short-swing trading profits liability under Section 16(b) of the Exchange Act. The promissory note executed by the Participant shall be held by the Trustee (or by the

Company as agent of the Trustee) and the promissory note shall be treated as an investment of the Participant's Loan Account.

10.5 Disbursement of Loans. A Participant may request a loan by completing the loan request procedures prescribed by the Company. A loan shall be disbursed as soon as reasonably practicable after the date on which the Company (or its agent) receives the loan request (subject to the Company's consent).

10.6 Loan Fees. A Participant who obtains a loan under this Article shall be required to pay such fees as the Company may impose in order to defray the cost of administering loans from the Plan.

10.7 Valuation Date. For purposes of this Article, the value of a Participant's Accounts shall be determined as of a Valuation Date within a reasonable period, not generally to exceed 30 days, on or after the date on which the Company (or its agent) receives the prescribed loan request.

10.8 Loan Payments and Defaults. Principal and interest payments on a Participant's loan shall be credited initially to the Participant's Loan Account and shall be transferred as soon as reasonably practicable thereafter to the Participant's other Accounts in the ratio specified by the Participant under Section 6.2 for the investment of future contributions. Any loss caused by nonpayment or other default on a Participant's loan obligations shall be satisfied solely by that Participant's Accounts. If a Participant defaults on a Plan loan, both his or her participation and ability to obtain a Plan loan shall be suspended for 12 months. The consequences of suspension from participation in the Plan are described in Section 3.5.

ARTICLE 11. WITHDRAWALS WHILE EMPLOYED.

11.1 Age 59 1/2 and Disability Withdrawals: Withdrawals from Rollover Account

(a) A Participant who is an Employee may withdraw up to the full amount of his or her Rollover Account.

(b) A Participant who is an Employee and who has attained age 59 1/2 may withdraw up to the full amount of his or her vested Accounts.

(c) A Participant who is an Employee and who is Disabled may withdraw up to the full amount of his or her vested Accounts.

11.2 Hardship Withdrawals. A Participant who is an Employee may take a Hardship Withdrawal of all or any portion of his or her previously unwithdrawn Employee Contributions and earnings thereon accrued prior to January 1, 1988. A Hardship

Withdrawal may be made only if the Company determines that it is required on account of one or more of the following Hardships:

(a) The construction or purchase (excluding mortgage payments) of a principal residence of the Participant;

(b) The payment of tuition and related educational fees for up to 12 months of post-secondary education for the Participant or his or her spouse, children or dependents;

(c) The payment of medical expenses described in Section 213(d) of the Code incurred by the Participant or the Participant's spouse or dependents, or to obtain medical care giving rise to such expenses;

(d) The payment of expenses incurred by the Participant for the funeral of a family member;

(e) The prevention of the eviction of the Participant from his or her principal residence or foreclosure on a mortgage on the Participant's principal residence; or

(f) A financial need that has been identified as a deemed immediate and heavy financial need in a ruling, notice or other document of general applicability issued under the authority of the Commissioner of Internal Revenue.

For purposes of this Section, the term "dependent" shall be defined as set forth in Section 152 of the Code.

11.3 Amount of a Hardship Withdrawal. The maximum amount of a Hardship Withdrawal is the amount necessary to satisfy the immediate and heavy financial need caused by the Hardship, including amounts necessary to pay taxes or penalties that the Company determines may be reasonably anticipated to result from the Hardship Withdrawal. The determination of the amount of a permitted Hardship Withdrawal is made by the Company only after the Participant has obtained all withdrawals and distributions, other than hardship withdrawals, and all nontaxable loans under all plans maintained by the Affiliated Group.

11.4 Consequences of a Hardship Withdrawal. The following consequences shall follow a Participant's Hardship Withdrawal:

(a) Plan participation and all employee before- and after-tax contributions to the Plan and other qualified and nonqualified deferred compensation plans sponsored by members of the Affiliated Group shall be suspended for a

period of 12 months. The consequences of suspension from the Plan are described in Section 3.5.

(b) For the calendar year following the Hardship Withdrawal, the maximum amount of Participant Elected Contributions and all other before-tax employee contributions to qualified retirement plans sponsored by members of the Affiliated Group shall be limited to the Annual Deferral Limit, as defined in Section 13.9(b), minus the amount of the Participant's Participant Elected Contributions and all other before tax employee contributions to qualified retirement plans sponsored by members of the Affiliated Group for the calendar year of the Hardship Withdrawal.

11.5 Valuation Date. For purposes of this Article, the value of a Participant's Accounts shall be determined as of the Valuation Date preceding the date on which the withdrawal is to be paid.

11.6 Source of Withdrawals. Withdrawals shall be paid from the affected Accounts. If more than one Account is available to pay the withdrawal because the Participant elected to invest in more than one Investment Fund, the withdrawal shall be made from the subaccount(s) designated by the Participant, subject to such ordering and timing restrictions as the Company may adopt.

11.7 Payment of Withdrawals. A Participant may request a withdrawal by following the procedures prescribed by the Company. A withdrawal shall be paid as soon as reasonably practicable after the date on which the Company receives the prescribed withdrawal request. Withdrawals shall be paid only in cash.

11.8 Limitations on Withdrawals. A Participant shall not be permitted to make more than one withdrawal under this Article in any period of six consecutive months; provided, however, that withdrawals made at the same time shall be considered a single withdrawal. The timing of withdrawals from the Company Stock Fund shall be limited when necessary to avoid liability from the short-swing trading profits provisions of Section 16(b) of the Exchange Act.

ARTICLE 12. HIGHLY COMPENSATED EMPLOYEE DEFINITION.

12.1 Determining the Highly Compensated Employee Group. An individual is deemed to be a Highly Compensated Employee for any Plan Year if the individual is an active Employee who, during the look-back year, received Total Compensation of more than $80,000 (or such larger amount as may be adopted by the Commissioner of Internal Revenue to reflect a cost-of-living adjustment) and was a member of the Top-Paid Group; or was a five-percent owner at any time during the Plan Year or the look-back year. The look-back year shall be the 12-month period immediately preceding the Plan Year. The determination of who is a

Highly Compensated Employee, including the determinations of the number and identity of Employees in the Top Paid Group and the Total Compensation that is considered, will be made in accordance with Section 414(q) of the Code and the regulations thereunder.

12.2 "Highly Compensated Former Employee" means a former Employee who separated from service (or is deemed to have separated) prior to the determination year, performs no service for any member of the Affiliated Group during the determination year, and was a Highly Compensated Employee as an active Employee for either the separation year or any determination year ending on or after the Employee's 55th birthday. The determination of who is a Highly Compensated Former Employee will be made in accordance with Section 414(q) of the Code and regulations thereunder.

12.3 "Nonhighly Compensated Employee" for any Plan Year means any active Employee who is not a Highly Compensated Employee.

12.4 Special Definitions Used in Article 12. The following definitions shall apply for purposes of this Article 12:

(a) "Top-Paid Group" for any Plan Year means the top 20 percent (in terms of Total Compensation) of all Employees of the Affiliated Group, where the number that is 20 percent of all Employees of the Affiliated Group is determined by excluding:

(1) Any Employee covered by a collective bargaining agreement;

(2) Any Employee who is a nonresident alien with respect to the United States and who receives no income with a source within the United States from a member of the Affiliated Group;

(3) Any Employee who has not completed six months of service at the end of the Plan Year;

(4) Any Employee who normally works less than 17 1/2 hours per week;

(5) Any Employee who normally works no more than six months during any year; and

(6) Any Employee who has not attained the age of 21 at the end of the Plan Year.

The Company may elect, in a consistent and uniform manner, to apply one or more of the age- and service-based exclusions above by substituting a younger

age or shorter period of service, or by not excluding individuals on the basis of age or service.

(b) "Total Compensation" means "Compensation," as defined in Section 2.16, but determined by including amounts deferred but not refunded under Section 403(b) of the Code, under a cafeteria plan, as such term is defined in Section 125(c) of the Code, under a simplified employee pension, as such term is defined in Section 408(k) of the Code and under a plan, including this Plan, qualified under Section 401(k) of the Code.

ARTICLE 13. CONTRIBUTION LIMITATIONS: ANNUAL DEFERRAL LIMITATIONS AND AVERAGE DEFERRAL PERCENTAGE LIMITATIONS.

13.1 Return of Excess Deferrals. The aggregate Participant Elected Contributions of any Participant for any calendar year, together with his or her elective deferrals under any other plan or arrangement to which Section 402(g) of the Code applies and that is maintained by a member of the Affiliated Group, shall not exceed the Annual Deferral Limit. In the event that the aggregate Participant Elected Contributions of any Participant for any calendar year, together with any other elective deferrals (within the meaning of Section 402(g)(3) of the Code) under all plans, contracts or arrangements of the Affiliated Group and any other employers, exceed the Annual Deferral Limit, then the Participant may designate all or a portion of such Excess Deferrals as attributable to this Plan and may request a refund of such portion by notifying the Company in writing on or before the March 1 next following the close of such calendar year. If timely notice is received by the Company, then such portion of the Excess Deferrals, and any income or loss allocable to such portion, shall be refunded to the Participant not later than the April 15 next following the close of such calendar year.

If the Participant fails properly to request a distribution of all such Excess Deferrals, and such Excess Deferrals are attributable solely to plans, contracts or arrangements of the Affiliated Group, then the Company shall be deemed to have notice of such Excess Deferrals and shall designate one or more plans maintained by a member of the Affiliated Group from which the refund of Excess Deferrals and allocable income or loss shall be made no later than April 15 next following the close of such calendar year.

Any Participant Elected Contributions distributed pursuant to this Section 13.1 shall not be included in the Participant Elected Contributions to which a Matching Contribution under Section 5.1 or a Qualified Matching Contribution under Section 5.4 of the Plan attaches.

13.2 Actual Deferral Percentage Limitation. The Plan shall satisfy the actual deferral percentage test, as provided in Section 401(k)(3) of the Code and the regulations issued thereunder. Subject to the special rules described in Section 13.7, the Aggregate 401(k) Contributions of Highly Compensated Employees shall not exceed the limits described below:

(a) An Actual Deferral Percentage shall be determined for each individual who, at any time during the Plan Year, is a Participant (including a suspended Participant) or is eligible to participate in the Plan, which Actual Deferral Percentage shall be the ratio, computed to the nearest one-hundredth of one percent, of the individual's Aggregate 401(k) Contributions for the Plan Year to the individual's Section 414(s) Compensation for the Plan Year;

(b) The Actual Deferral Percentages (including zero percentages) of Highly Compensated Employees and Nonhighly Compensated Employees shall be separately averaged to determine each group's Average Deferral Percentage; and

(c) The Aggregate 401(k) Contributions of Highly Compensated Employees shall constitute Excess Contributions and shall be reduced, pursuant to Sections 13.3 and 13.4, to the extent that the Average Deferral Percentage of Highly Compensated Employees exceeds the greater of (1) 125 percent of the Average Deferral Percentage of Nonhighly Compensated Employees for the preceding Plan Year or (2) the lesser of (A) 200 percent of the Average Deferral Percentage of Nonhighly Compensated Employees for the preceding Plan Year or (B) the Average Deferral Percentage of Nonhighly Compensated Employees for the preceding Plan Year plus two percentage points.

13.3 Allocation of Excess Contributions to Highly Compensated Employees. Any Excess Contributions for a Plan Year shall be allocated to Highly Compensated Employees by use of a leveling process, whereby the amount of Aggregate 401(k) Contributions of the Highly Compensated Employee with the highest amount of Aggregate 401(k) Contributions is reduced to the extent required to (a) eliminate all Excess Contributions or (b) cause such Highly Compensated Employee's amount of Aggregate 401(k) Contributions to equal the amount of Aggregate 401(k) Contributions of the Highly Compensated Employee with the next highest amount of Aggregate 401(k) Contributions. The leveling process shall be repeated until all Excess Contributions for the Plan Year are allocated to Highly Compensated Employees.

13.4 Distribution of Excess Contributions. Excess Contributions allocated to Highly Compensated Employees for the Plan Year pursuant to Section 13.3, together with any income or loss allocable to such Excess Contributions, shall be

distributed to such Highly Compensated Employees not later than two-and-one-half months following the close of such Plan Year, if possible, and in any event no later than 12 months following the close of such Plan Year. Any Participant Elected Contributions distributed pursuant to this Section 13.4 shall not be included in the Participant Elected Contributions to which a Matching Contribution under Section 5.1 or a Qualified Matching Contribution under Section 5.4 of the Plan attaches.

13.5 Qualified Matching Contributions. The Company, in its sole discretion, may include all or a portion of the Qualified Matching Contributions for a Plan Year in Aggregate 401(k) Contributions taken into account in applying the Average Deferral Percentage limitation described in Section 13.2 for the Plan Year; provided that such Qualified Matching Contributions for the Plan Year are fully and immediately vested, may not be withdrawn while the Participant is an Employee or may be withdrawn only in circumstances that would permit a Hardship Withdrawal, and the additional requirements of Treasury Regulation Section 1.401(k)-l(b)(5) are satisfied.

13.6 Corrective Qualified Nonelective Contributions. In order to satisfy (or partially satisfy) the Average Deferral Percentage limitation described in Section 13.2, the Average Contribution Percentage limitation described in Section 14.1 or the multiple-use limitation described in Section 15.1 (or more than one of such limitations), the Company, in its sole discretion, may cause one or more Participating Companies to make a Qualified Nonelective Contribution to the Plan. Any such Qualified Nonelective Contribution shall be allocated to the Accounts of those Participants who are eligible to receive an allocation of Matching Contributions under Section 5.1 of the Plan or Nonelective Contributions under Section 5.2, as the Company designates, and who are Nonhighly Compensated Employees for the Plan Year with respect to which the Qualified Nonelective Contribution is made, beginning with the Participant with the lowest Section 414(s) Compensation for the Plan Year and allocating the maximum amount permissible under Article 16 before allocating any portion of the Qualified Nonelective Contribution to the Participant with the next lowest Section 414(s) Compensation. These allocations shall continue until the Plan satisfies the Average Deferral Percentage limitation described in Section 13.2, the Average Contribution Percentage limitation described in Section 14.1 or the multiple-use limitation described in Section 15.1 (or more than one of such limitations), or until the amount of the Qualified Nonelective Contribution is exhausted.

The Company, in its sole discretion, may include all or a portion of the Qualified Nonelective Contributions for a Plan Year in Aggregate 401(k) Contributions taken into account in applying the Average Deferral Percentage limitation

described in Section 13.2 for such Plan Year, provided that the requirements of Treasury Regulation Section 1.401(k)l(b)(5) are satisfied.

Qualified Nonelective Contributions shall be paid to the Trustee as soon as reasonably practicable following the close of the Plan Year, shall be allocated to the Accounts of Nonhighly Compensated Employees as of the last day of the Plan Year and shall be fully and immediately vested. In all other respects, the contribution, allocation, investment and distribution of Qualified Nonelective Contributions shall be governed by the provisions of the Plan concerning Matching Contributions.

13.7 Special Rules. The following special rules shall apply for purposes of this Article 13:

(a) The amount of Excess Deferrals to be distributed to a Participant for a calendar year pursuant to Section 13.1 shall be reduced by the amount of any Excess Contributions previously distributed to such Participant for the Plan Year beginning within such calendar year;

(b) The amount of Excess Contributions to be distributed to a Participant for a Plan Year pursuant to Section 13.4 shall be reduced by the amount of any Excess Deferrals previously distributed to such Participant for the calendar year ending within such Plan Year;

(c) For purposes of applying the limitation described in Section 13.2, the Actual Deferral Percentage of any Highly Compensated Employee who is eligible to make Participant Elected Contributions and to make elective deferrals (within the meaning of Section 402(g)(3) of the Code) under any other plans, contracts or arrangements of the Affiliated Group shall be determined as if all such Participant Elected Contributions and elective deferrals were made under a single arrangement; provided, however, that plans, contracts and arrangements shall not be treated as a single arrangement to the extent that Treasury Regulation Section 1.401(k)-l(b)(3)(ii)(B) prohibits aggregation;

(d) In the event that this Plan is aggregated with one or more other plans in order to satisfy the requirements of Code Section 401(a)(4), 401(k) or 410(b), then all such aggregated plans, including the Plan, shall be treated as a single plan for all purposes under all such Code sections (except for purposes of the average benefit percentage provisions of Code Section 410(b)(2)(A)(ii));

(e) In the event that the mandatory disaggregation rules of Treasury Regulation Section 1.401(k)-l(b)(3)(ii)(B) apply to the Plan, or to the Plan and other plans with which it is aggregated as described in Subsection (d)

above, then the limitation described in Section 13.2 shall be applied as if each mandatorily disaggregated portion of the Plan (or aggregated plans) were a single arrangement; and

(f) Income (and loss) allocable to Excess Contributions for the Plan Year shall be determined pursuant to the provisions for allocating income (and loss) to a Participant's Accounts under Section 6.10 of the Plan.

13.8 Prospective Limitations on Participant Elected Contributions. At any time, the Company (at its sole discretion) may reduce the maximum rate at which any Participant may make Participant Elected Contributions to the Plan, or the Company may require that any Participant discontinue all Participant Elected Contributions, in order to ensure that the limitations described in this Article 13 are met. Any reduction or discontinuance of Participant Elected Contributions may be applied selectively to individual Participants or to particular classes of Participants, as the Company may determine. Upon such date as the Company may determine, this Section shall automatically cease to apply until the Company again determines that a reduction or discontinuance of Participant Elected Contributions is required for any Participant.

13.9 Special Definitions Used in Article 13. The following definitions shall apply for purposes of this Article 13, and some may also apply for one or more of Articles 14, 15 and 16.

(a) "Aggregate 401(k) Contributions" means, for any Plan Year, the sum of the following: (a) the Participant's Participant Elected Contributions for the Plan Year; (b) the Qualified Matching Contributions allocated to the Participant's Accounts as of a date within the Plan Year, but only to the extent that such Qualified Matching Contributions are aggregated with Participant Elected Contributions pursuant to Section 13.5; and (c) the Qualified Nonelective Contributions allocated to the Participant's Accounts as of a date within the Plan Year, but only to the extent that such Qualified Nonelective Contributions are aggregated with Participant Elected Contributions pursuant to Section 13.6.

(b) "Annual Deferral Limit" means the dollar limit in effect for any calendar year under Section 402(g) of the Code.

(c) "Excess Contributions" means the amount by which the Aggregate 401(k) Contributions of Highly Compensated Employees is reduced pursuant to Section 13.3.

(d) "Excess Deferrals" means the amount of a Participant's Participant Elected Contributions and elective deferrals (within the meaning of

Section 402(g)(3) of the Code) that exceed the Annual Deferral Limit set forth in Section 13.1 (as defined in Section 13.9).

(e) "Section 414(s) Compensation" means any one of the following definitions of compensation received by an Employee from members of the Affiliated Group:

(1) Compensation as defined in Treasury Regulation Section 1.415-2(d) or any successor thereto;

(2) "Wages" as defined in Section 3401(a) of the Code for purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Section 3401(a)(23) of the Code);

(3) "Wages" as defined in Section 3401(a) of the Code for purposes of income tax withholding at the source, plus all other payments of compensation reportable under Code Sections 6041(d) and 6051(a)(3) and the regulations thereunder, determined without regard to any rules that limit such Wages or reportable compensation based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Section 3401(a)(23) of the Code), and modified, at the election of the Company, to exclude amounts paid or reimbursed for the Employee's moving expenses, to the extent it is reasonable to believe that these amounts are deductible by the Employee under Section 217 of the Code;

(4) Any of the definitions of Section 414(s) Compensation set forth in Subsections (1), (2) and (3) above, reduced by all of the following items (even if includable in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits;

(5) Any of the definitions of Section 414(s) Compensation set forth in Subsections (1), (2), (3) and (4) above, modified to include the following: (a) any elective contributions made by a member of the Affiliated Group on behalf of the Employee that are not includable in gross income under Section 125, 402(e)(3), 402(h) or 403(b) of the Code; (b) compensation deferred under an eligible deferred compensation plan within the meaning of Section 457(b) of the Code; and (c) employee contributions described in

Section 414(h)(2) of the Code that are picked up by the employing unit and thus are treated as employer contributions; or

(6) Any reasonable definition of compensation that does not by design favor Highly Compensated Employees and that satisfies the nondiscrimination requirement set forth in Treasury Regulation Section 1.414(s)-lT(d)(2) or the successor thereto.

Any definition of Section 414(s) Compensation shall be used consistently to define the compensation of all Employees taken into account in satisfying the requirements of an applicable provision of Articles 13, 14, 15 and 16 for the relevant determination period. For purposes of applying the limitations set forth in Articles 13, 14 and 15 for a Plan Year, Section 414(s) Compensation shall not exceed the Compensation Limitation.

ARTICLE 14. CONTRIBUTION LIMITATIONS: AVERAGE CONTRIBUTION PERCENTAGE LIMITATIONS.

14.1 Average Contribution Percentage Limitation. The Plan shall satisfy the actual contribution percentage test, as provided in Section 401(m)(2) of the Code and Section 1.401(m)-l of the regulations issued thereunder. Subject to the special rules described in Section 14.6, the Aggregate 401(m) Contributions of Highly Compensated Employees shall not exceed the limits described below:

(a) An Actual Contribution Percentage shall be determined for each individual who, at any time during the Plan Year, is a Participant (including a suspended Participant) or is eligible to participate in the Plan, which Actual Contribution Percentage shall be the ratio, computed to the nearest one-hundredth of one percent, of the individual's Aggregate 401(m) Contributions for the Plan Year to the individual's Section 414(s) Compensation for the Plan Year;

(b) The Actual Contribution Percentages (including zero percentages) of Highly Compensated Employees and Nonhighly Compensated Employees shall be separately averaged to determine each group's Average Contribution Percentage; and

(c) The Aggregate 401(m) Contributions of Highly Compensated Employees shall constitute Excess Aggregate Contributions and shall be reduced, pursuant to Sections 14.2 and 14.3, to the extent that the Average Contribution Percentage of Highly Compensated Employees exceeds the greater of (1) 125 percent of the Average Contribution Percentage of Nonhighly Compensated Employees for the preceding Plan Year or (2) the lesser of (A) 200 percent of the Average Contribution Percentage of

Nonhighly Compensated Employees for the preceding Plan Year or (B) the Average Contribution Percentage of Nonhighly Compensated Employees for the preceding Plan Year plus two percentage points.

14.2 Allocation of Excess Aggregate Contributions to Highly Compensated Employees. Any Excess Aggregate Contributions for a Plan Year shall be allocated to Highly Compensated Employees by use of a leveling process, whereby the Aggregate 401(m) Contributions of the Highly Compensated Employee with the highest amount of Aggregate 401(m) Contributions is reduced to the extent required to (a) eliminate all Excess Aggregate Contributions or (b) cause the amount of such Highly Compensated Employee's Aggregate 401(m) Contributions to equal the amount of Aggregate 401(m) Contributions of the Highly Compensated Employee with the next-highest amount of Aggregate 401(m) Contributions. The leveling process shall be repeated until all Excess Aggregate Contributions for the Plan Year are allocated to Highly Compensated Employees.

14.3 Distribution of Excess Aggregate Contributions. Excess Aggregate Contributions allocated to Highly Compensated Employees for the Plan Year pursuant to Section 14.2, together with any income or loss allocable to such Excess Aggregate Contributions, shall be distributed to such Highly Compensated Employees not later than two-and-one-half months following the close of such Plan Year, if possible, and in any event no later than 12 months following the close of such Plan Year, but only to the extent the Highly Compensated Employee has a nonforfeitable interest in the Excess Aggregate contributions. Excess Aggregate Contributions (for Participants who are Highly Compensated Employees), to the extent not vested, may be forfeited and allocated, after all other Forfeitures under the Plan, to other Participants (but in no event to any Highly Compensated Employee) in the proportion that such Participant's Participant Elected Contributions, if any, for that Plan Year bears to the total Participant Elected Contributions of all such Participants for the Plan Year. Any such amounts shall be included in the calculation of the Actual Contribution Percentage and in the calculation of the limits set forth in Article 16.

14.4 Use of Participant Elected Contributions. The Company, in its sole discretion, may include all or a portion of the Participant Elected Contributions for a Plan Year in Aggregate 401(m) Contributions taken into account in applying the Average Contribution Percentage limitation described in Section 14.1 for the Plan Year, provided that all Participant Elected Contributions satisfy the average deferral percentage test, as described in Section 13.2, and that the additional requirements of Treasury Regulation Section 1.401(m)-l(b)(5) are satisfied.

14.5 Corrective Qualified Nonelective Contributions. The Company, in its sole discretion, may include all or a portion of the Qualified Nonelective Contributions

made pursuant to Section 13.6 for a Plan Year in Aggregate 401(m) Contributions taken into account in applying the Average Contribution Percentage limitation described in Section 14.1 for the Plan Year, provided that the requirements of Treasury Regulation Section 1.401(m)-l(b)(5) are satisfied.

14.6 Special Rules. The following special rules shall apply for purposes of this Article 14:

(a) For purposes of applying the limitation described in Section 14.1, the Actual Contribution Percentage of any Highly Compensated Employee who is eligible to participate in the Plan and to make employee contributions or receive an allocation of matching contributions (within the meaning of Section 401(m)(4)(A) of the Code) under any other plans, contracts or arrangements of the Affiliated Group shall be determined as if Matching Contributions and Qualified Matching Contributions allocated to the Highly Compensated Employee's Accounts and all such employee contributions and matching contributions were made under a single arrangement;

(b) In the event that this Plan is aggregated with one or more other plans in order to satisfy the requirements of Code Section 401(a)(4), 401(m) or 410(b), then all such aggregated plans, including the Plan, shall be treated as a single plan for all purposes under all such Code sections (except for purposes of the average benefit percentage provisions of Code Section 410(b)(2)(A)(ii));

(c) In the event that the mandatory disaggregation rules of Treasury Regulation Section 1.401(m)-l(b)(3)(ii) apply to the Plan, or to the Plan and other plans with which it is aggregated as described in Subsection (b) above, then the limitation described in Section 14.1 shall be applied as if each mandatorily disaggregated portion of the Plan (or aggregated plans) were a single arrangement; and

(d) Income (and loss) allocable to Excess Aggregate Contributions for the Plan Year shall be determined pursuant to the provisions for allocating income (and loss) to a Participant's Accounts under Section 6.10.

14.7 Special Definitions Used in Article 14. The following definitions shall apply for purposes of this Article 14:

(a) "Aggregate 401(m) Contributions" means, for any Plan Year, the sum of the following: (a) the Matching Contributions and Qualified Matching Contributions allocated to the Participant's Accounts as of a date within the Plan Year; (b) the Participant's Participant Elected Contributions for the Plan Year, but only to the extent that such Participant Elected

Contributions are aggregated with Matching Contributions and Qualified Matching Contributions pursuant to Section 14.4; and (c) the Qualified Nonelective Contributions allocated to the Participant's Accounts as of a date within the Plan Year, but only to the extent that such Qualified Nonelective Contributions are aggregated with Matching Contributions and Qualified Matching Contributions pursuant to Section 14.5.

(b) "Excess Aggregate Contributions" means the amount by which the Aggregate 401(m) Contributions of Highly Compensated Employees are reduced pursuant to Section 14.2.

ARTICLE 15. CONTRIBUTION LIMITATIONS: MULTIPLE-USE LIMITATIONS.

15.1 Applicability of the Multiple-Use Limitation. The limitation described in this Article 15 shall apply only if, for a Plan Year, after the limitations of Articles 13 and 14 are applied:

(a) The Average Deferral Percentage of Highly Compensated Employees (1) exceeds 125 percent of the Average Deferral Percentage of Nonhighly Compensated Employees, but (2) does not exceed the lesser of (A) 200 percent of the Average Deferral Percentage of Nonhighly Compensated Employees or (B) the Average Deferral Percentage of Nonhighly Compensated Employees plus two percentage points; and

(b) The Average Contribution Percentage of Highly Compensated Employees (1) exceeds 125 percent of the Average Contribution Percentage of Nonhighly Compensated Employees, but (2) does not exceed the lesser of (A) 200 percent of the Average Contribution Percentage of Nonhighly Compensated Employees or (B) the Average Contribution Percentage of Nonhighly Compensated Employees plus two percentage points.

15.2 Multiple-Use Limitation. The sum of the Average Deferral Percentage and Average Compensation Percentage of Highly Compensated Employees shall not exceed the greater of (a) or (b) below.

(a) This limit equals the sum of:

(1) 1.25 times the greater of the Average Deferral Percentage or Average Contribution Percentage of Nonhighly Compensated Employees; and

(2) The lesser of (A) 200 percent of the lesser of the Average Deferral Percentage or Average Contribution Percentage of Nonhighly Compensated Employees, or (b) the lesser of the Average Deferral

Percentage or Average Contribution Percentage of Nonhighly Compensated Employees plus two percentage points.

(b) This limit equals the sum of:

(1) 1.25 times the lesser of the Average Deferral Percentage or Average Contribution Percentage of Nonhighly Compensated Employees; and

(2) The lesser of (A) 200 percent of the greater of the Average Deferral Percentage or Average Contribution Percentage of Nonhighly Compensated Employees, or (B) the greater of the Average Deferral Percentage or Average Contribution Percentage of Nonhighly Compensated Employees plus two percentage points.

15.3 Correction of Multiple-Use Limitation. To the extent necessary, the limitation of Section 15.2 shall be satisfied by one or more of the following methods: (a) the allocation of corrective Qualified Nonelective Contributions in the manner set forth in Sections 13.6 or 14.5, or (b) the distribution of Aggregate 401(m) Contributions (and income or loss allocable thereto) to Highly Compensated Employees in the manner set forth in Sections 14.2 and 14.3, followed by the distribution of Aggregate 401(k) Contributions (and income or loss allocable thereto) to Highly Compensated Employees in the manner set forth in Sections 13.3 and 13.4.

ARTICLE 16. CONTRIBUTION LIMITATIONS: SECTION 415 "ANNUAL ADDITIONS" LIMITATIONS.

16.1 Limitation on Contributions. The Annual Additions allocated or attributed to a Participant for any Plan Year shall not exceed the lesser of the following:

(a) $30,000; or

(b) 25% of the Participant's Section 415 Compensation for such year.

If a Participant's Annual Additions would exceed the foregoing limitation, then such Annual Additions shall be reduced by reducing the components thereof as necessary in the order in which they are listed in Section 16.5(a). Any amounts so reduced shall not be included in a Participant's Aggregate 401(k) Contributions or Aggregate 401(m) Contributions. The limitation in Section 16.1(b) shall not apply to any amount that otherwise is an Annual Addition under Section 415(l)(1) or 419A(d)(2) of the Code.

16.2 Combined Limitation on Benefits and Contributions. The sum of a Participant's defined-benefit plan fraction and his or her defined contribution plan fraction shall not exceed 1.0 with respect to any Plan Year. For purposes of this Section, the terms "defined-benefit plan fraction" and "defined-contribution plan fraction" shall have the meaning given to such terms by Section 415(e) of the Code and the regulations thereunder. If a Participant would exceed the foregoing limitation, then the Participant's benefits under any qualified defined-benefit plan that may be maintained by the Section 415 Employer Group shall be reduced as necessary to allow his or her Annual Additions to equal the maximum permitted by Section 16.l.

16.3 Return of Employee Contributions. If the amount of any Participant's Participant Elected Contributions is determined to be an excess Annual Addition under this Article, then the amount of such excess (adjusted to reflect any earnings, appreciation or losses attributable to such excess) shall be refunded by the Trustee in cash to the Participant.

16.4 Excess Company Contributions. If the amount of the Company Contributions allocated to a Participant for any Plan Year must be reduced to meet the limitation described in Section 16.1, then the amount of the reduction shall be applied to reduce the total amount that the Participating Companies otherwise would contribute for such year pursuant to Article 5 of the Plan. If the amount that the Participating Companies may contribute is thereby reduced to zero and if there are Company Contributions that still cannot be allocated to any Participant because of the limitation described in Section 16.1, then the excess shall be transferred to a suspense account. Any gains, income or losses attributable to the suspense account shall be allocated to such account. All amounts credited to the suspense account shall be applied to reduce the total amount that the Participating Companies otherwise would contribute to the Plan for the next Plan Year, and for succeeding Plan Years if necessary. Such amounts shall be allocated among Participants pursuant to Article 5 of the Plan until the suspense account is exhausted (subject to this Article). No Participant Elected Contributions or Company Contributions shall be made as long as any amount remains in the suspense account.

16.5 Special Definitions Used in this Article 16. The following definitions shall apply for purposes of this Article 16.

(a) "Annual Additions" means, for any Plan Year, the sum of the following:

(1) The amount of after-tax contributions that the Participant contributes during such year to all qualified retirement plans, other than this Plan, maintained by the Section 415 Employer Group;

(2) The amount of elective contributions that the Participant contributes during such year to all qualified retirement plans, other than this Plan, maintained by the Section 415 Employer Group;

(3) The amount of Participant Elected Contributions that the Participant contributes during such year;

(4) The amount of employer contributions and forfeitures allocated to the Participant under any qualified defined contribution plan that may be maintained by the Section 415 Employer Group, other than this Plan, as of any date within such year; and

(5) The amount of Company Contributions and Forfeitures allocated to the Participant as of any date within such year.

(b) "Section 415 Compensation" means any one of the definitions of Section 414(s) Compensation described in Paragraphs (1), (2), (3) or (4) of Section 13.9(e) received by an Employee from members of the Section 415 Employer Group. Any definition of Section 415 Compensation shall be used consistently to define the compensation of all Employees taken into account in satisfying the requirements of an applicable provision of the Plan for the relevant determination period.

(c) "Section 415 Employer Group" means the Affiliated Group, except that "more than 50 percent" shall be substituted for "at least 80 percent" wherever the phrase occurs in Section 1563(a) of the Code (as incorporated by reference in Sections 414(b) and (c) of the Code).

ARTICLE 17. THE TRUST FUND AND PLAN INVESTMENTS.

17.1 Control and Management of Plan Assets. The Company is a named fiduciary with respect to control over and management of the assets of the Plan, but only to the extent of having the authority (a) to appoint one or more trustees to hold assets of the Plan in trust and to enter into a trust agreement with each trustee it appoints, (b) to appoint one or more insurance companies that are qualified to do business in at least one state to hold assets of the Plan and to enter into a contract with each insurance company it appoints (or to direct the Trustee to enter into such contract), (c) to appoint one or more Investment Managers for any assets of the Plan and to enter into an investment management agreement with each Investment Manager it appoints, and (d) to direct the investment of any Plan assets not assigned to an Investment Manager.

17.2 Trustee Duties. The Trustee shall have the exclusive authority and discretion to control and manage assets of the Plan it holds in trust, except to the extent that (a) the Plan prescribes how such assets shall be invested, (b) the Company directs how such assets shall be invested or (c) the Company allocates the authority to manage such assets to one or more Investment Managers. Each Investment Manager shall have the exclusive authority to manage, including the authority to acquire and dispose of, the assets of the Plan assigned to it by the Company, except to the extent that the Plan prescribes or the Company directs how such assets shall be invested. Each Trustee and Investment Manager shall be solely responsible for diversifying, in accordance with Section 404(a)(1)(C) of ERISA, the investment of the assets of the Plan assigned to it by the Company, except to the extent that the Plan prescribes or the Company directs how such assets shall be invested.

17.3 Independent Qualified Public Accountant. The Company shall engage an independent qualified public accountant to conduct such examinations and to express such opinions as may be required by Section 103(a)(3) of ERISA. The Company in its discretion may remove and discharge the person so engaged, in which event it shall appoint a successor independent qualified public accountant to perform such examinations and express such opinions.

17.4 Administrative Expenses. All expenses of the Plan and the Trust Fund shall be paid by the Participating Companies and by the Trust Fund. The Company shall have complete and unfettered discretion to determine whether an expense of the Plan shall be paid out of the Trust Fund or by the Participating Companies, and the Company's discretion and authority to direct the payment of expenses out of the Trust Fund shall not be limited in any way by any prior decision or practice regarding the payment of Plan expenses.

17.5 Benefit Payments. All benefits payable pursuant to the Plan shall be paid by the Trustee out of the Trust Fund pursuant to the directions of the Company and the terms of the Trust Agreement.

ARTICLE 18. ADMINISTRATION AND OPERATION OF THE PLAN.

18.1 Plan Administration. The Company is the named fiduciary that has the discretionary authority to control and manage the operation and administration of the Plan, and the Company is the "administrator" and "plan sponsor" of the Plan (as such terms are used in ERISA). The Company in its sole discretion shall make such rules, interpretations and computations and shall take such other actions to administer the Plan as it may deem appropriate. Such rules, interpretations, computations and actions shall be conclusive and binding on all persons. In administering the Plan, the Company (a) shall act in a nondiscriminatory manner to the extent required by Section 401(a) and related

sections of the Code and (b) shall at all times discharge its duties in accordance with the standards set forth in Section 404(a)(1) of ERISA.

18.2 Employment of Advisers. The Company may retain such attorneys, accountants, consultants or other persons to render advice or to perform services with regard to its responsibilities under the Plan as it shall determine to be necessary or desirable. The Company may designate by written instrument (signed by both parties) one or more persons to carry out, where appropriate, fiduciary responsibilities under the Plan. The Company's duties and responsibilities under the Plan that have not been delegated to other fiduciaries pursuant to the preceding sentence shall be carried out by its directors, officers and employees, acting on behalf and in the name of the Company in their capacities as directors, officers and employees, and not as individual fiduciaries.

18.3 Service in Several Fiduciary Capacities. Nothing herein shall prohibit any person or group of persons from serving in more than one fiduciary capacity with respect to the Plan.

ARTICLE 19. CLAIMS AND REVIEW PROCEDURES.

19.1 Applications for Benefits. Any application for benefits under the Plan shall be submitted to the Company at its principal office. Such application shall be in writing on the prescribed form and shall be signed by the applicant.

19.2 Denial of Applications. In the event that any application for benefits is denied in whole or in part, the Company shall notify the applicant in writing of the right to a review of the denial. Such written notice shall set forth, in a manner calculated to be understood by the applicant, specific reasons for the denial, specific references to the Plan provisions on which the denial was based, a description of any information or material necessary to perfect the application, an explanation of why such material is necessary, and an explanation of the Plan's review procedure. Such written notice shall be given to the applicant within 90 days after the Company receives the application, unless special circumstances require an extension of time for processing the application. In no event shall such an extension exceed a period of 90 days from the end of the initial 90-day period. If such an extension is required, written notice thereof shall be furnished to the applicant before the end of the initial 90-day period. Such notice shall indicate the special circumstances requiring an extension of time and the date by which the Company expects to render a decision. If written notice is not given to the applicant within the period prescribed by this Section 19.2, the application shall be deemed to have been denied for purposes of Section 19.4 upon the expiration of such period.

19.3 Review Panel. The Company from time to time shall appoint a Review Panel. The Review Panel shall consist of three or more individuals who may (but need not) be employees of the Company and shall be the named fiduciary with the authority to act on any employee benefit appeal.

19.4 Requests for Review. Any person whose application for benefits is denied in whole or in part (or such person's duly authorized representative) may appeal the denial by submitting to the Review Panel a request for a review of such application within 90 days after receiving written notice of the denial. The Review Panel shall give the applicant or such representative an opportunity to review pertinent documents (except legally privileged materials) in preparing such request for review and to submit issues and comments in writing. The request for review shall be in writing and shall be addressed to the Company's principal office. The request for review shall set forth all of the grounds on which it is based, all facts in support of the request, and any other matters which the applicant deems pertinent. The Review Panel may require the applicant to submit such additional facts, documents or other material as it may deem necessary or appropriate in making its review.

19.5 Decisions on Review. The Review Panel shall act upon each request for review within 60 days after receipt thereof, unless special circumstances require an extension of time for processing, but in no event shall the decision on review be rendered more than 120 days after the Review Panel receives the request for review. If such an extension is required, written notice thereof shall be furnished to the applicant before the end of the initial 90-day period. The Review Panel shall give prompt, written notice of its decision to the applicant and to the Company. In the event that the Review Panel confirms the denial of the application for benefits in whole or in part, such notice shall set forth, in a manner calculated to be understood by the applicant, the specific reasons for such denial and specific references to the Plan provisions on which the decision is based. To the extent that the Review Panel overrules the denial of the application for benefits, such benefits shall be paid to the applicant.

19.6 Rules and Procedures. The Review Panel shall adopt such rules and procedures, consistent with ERISA and the Plan, as it deems necessary or appropriate in carrying out its responsibilities under this Article 19.

19.7 Exhaustion of Administrative Remedies. No legal or equitable action for benefits under the Plan shall be brought unless and until the claimant (a) has submitted a written application for benefits in accordance with Section 19.1, (b) has been notified that the application is denied, (c) has filed a written request for a review of the application in accordance with Section 19.4, and (d) has been notified in writing that the Review Panel has affirmed the denial of the application; provided, however, that an action may be brought after the Company or the Review Panel

has failed to act on the claim within the time prescribed in Section 19.2 and Section 19.5, respectively.

ARTICLE 20. AMENDMENT AND TERMINATION.

20.1 Right To Amend or Terminate. The Company expects to continue the Plan indefinitely. However, future conditions cannot be foreseen, and the Company reserves the right at any time and for any reason, by action of its board of directors or by a person or persons acting pursuant to a valid delegation of authority, (a) to amend the Plan, (b) to reduce or discontinue Employee Contributions, Company Contributions or all Contributions or (c) to terminate the Plan and the Trust Fund.

20.2 Protection of Participants. No amendment of the Plan shall reduce the benefit of any Participant that accrued under the Plan prior to the date when such amendment is adopted, except to the extent that a reduction in accrued benefits may be permitted by the Code and ERISA. No Plan amendment or other action by the Company shall divert any part of the Plan's assets to purposes other than the exclusive purpose of providing benefits to the Participants and Beneficiaries who have an interest in the Plan and of defraying the reasonable expenses of administering the Plan.

20.3 Effect of Termination. Upon termination of the Plan, no assets of the Plan shall revert to any Participating Company or be used for, or diverted to, purposes other than the exclusive purpose of providing benefits to Participants and Beneficiaries and of defraying the reasonable expenses of termination. If the Plan is terminated or partially terminated, or if all contributions to the Plan are completely discontinued, then each Participant who then is an Employee and who is directly affected by such event shall have a 100 percent vested interest in each of his or her Accounts, without regard to the number of Years of Service he or she has completed.

20.4 Allocation of Trust Fund Upon Termination. Upon termination of the Plan, the Trust Fund shall continue in existence until the Accounts of each Participant have been distributed to such Participant (or to his or her Beneficiary) pursuant to Article 8; provided, however, that the assets of the Plan shall be allocated in accordance with any applicable requirements under Section 403(d)(1) of ERISA.

20.5 Partial Termination. Upon a partial termination of the Plan, Sections 20.3 and 20.4 shall apply with respect to such Participants and Beneficiaries as are affected by such partial termination.

ARTICLE 21. MISCELLANEOUS PROVISIONS.

21.1 Plan Mergers. The Plan shall not merge or consolidate with, or transfer assets or liabilities to, any other plan unless each Participant would receive a benefit immediately after such merger, consolidation or transfer (if the Plan then terminated) that is equal to or greater than the benefit that such Participant would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan had then terminated).

21.2 No Assignment of Property Rights. Except as otherwise provided in Article 9 with respect to QDROs or as provided in the following sentence, the interest or property rights of any Participant or Beneficiary in the Plan, in the Trust Fund or in any distribution to be made under the Plan shall not be subject to option nor be assignable, either by voluntary or involuntary assignment or by operation of law, including (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any act in violation of this Section 21.2 shall be void. Notwithstanding any Plan provision to the contrary, a Participant's Plan benefits shall be reduced by any amount such Participant is ordered or required to pay to the Plan if the order or requirement to pay arises (i) under a judgement or conviction for a crime involving the Plan (ii) under a civil judgment (including a consent order or decree) entered by a court in an action brought in connection with a breach (or alleged breach) of fiduciary duty under ERISA, or (iii) pursuant to a settlement agreement entered into by the Participant and the Secretary of Labor in connection with a breach of fiduciary duty under ERISA by a fiduciary or any other person; provided, however, that the judgment, order, decree, or settlement agreement expressly provides for the offset of all or part of the amount ordered or required to be paid to the Plan against the Participant's benefits under the Plan.

21.3 No Employment Rights. Nothing in the Plan shall be deemed to give any individual a right to remain in the employ of an Affiliate or affect the right of an Affiliate to terminate an individual's employment at will with or without cause, at any time with or without notice, for any reason or no reason, which right is hereby reserved.

21.4 Choice of Law. The Plan and all rights thereunder shall be interpreted and construed in accordance with ERISA and, to the extent that state law is not preempted by ERISA, the law of the State of California.

21.5 Voting of Company Stock. Before each annual or special meeting of the Company's shareholders, the Company shall cause to be sent to each Participant who has invested any part of his or her Account in the Company Stock fund the proxy statement and any related materials that are sent to the Company's registered shareholders. Each Participant shall have the right to instruct the Trustee confidentially (in writing on the prescribed form) with respect to the

voting at such meeting of the number of shares of Company Stock that were allocated to the Participant's Account as of the Valuation Date immediately preceding the record date for such meeting or such later date, up to and including the record date for such meeting, as the Plan Administrator may deem practicable. Such instructions shall be submitted to the Trustee by the date specified by the Company and, once received by the Trustee, shall be irrevocable. Under no circumstances shall the Trustee permit any Participating Company or any officer, employee or representative thereof to see any voting instructions given by a Participant to the Trustee. The Trustee shall vote any Company Stock for which it has not received timely written instructions in the same proportion as the Trustee votes the shares for which timely voting instructions have been received from Participants.

21.6 Tender Offers. In the event that any person or group makes an offer subject to Section 14(d) of the Exchange Act to acquire all or part of the outstanding Company Stock, including Company Stock held in the Plan ("Acquisition Offer"), each Participant shall be entitled to direct the Trustee confidentially (on a form prescribed by the Company) to tender all or part of those shares of Company Stock that would then be subject to such Participant's voting instructions under Subsection 21.5 above. If the Trustee receives such an instruction by a date determined by the Trustee and communicated to Participants, the Trustee shall tender such Company Stock in accordance with such instruction. Any Company Stock as to which the Trustee does not receive instructions within such period shall not be tendered by the Trustee. The Trustee shall obtain and distribute to each Participant all appropriate materials pertaining to the Acquisition Offer, including the statement of the position of the Company with respect to such offer issued pursuant to Regulation 14(e)-2 of the Exchange Act, as soon as practicable after such materials are issued, provided, however, that if the Company fails to issue such statement within five (5) business days after the commencement of such offer, the Trustee shall distribute such materials to each Participant without such statement by the Company and shall separately distribute such statement by the Company as soon as practicable after it is issued. The Trustee shall follow the procedures regarding confidentiality and verification of compliance with voting instructions described in Section 21.5 above.

ARTICLE 22. SPECIAL TOP-HEAVY PROVISIONS.

22.1 Determination of Top-Heavy Status. Any other provision of the Plan notwithstanding, this Article shall apply to any Plan Year in which the Plan is a Top-Heavy Plan. The Plan shall be considered a "Top-Heavy Plan" for a Plan Year if, as of the Determination Date for such Plan Year, the Top-Heavy Ratio for the Aggregation Group exceeds 60 percent.

22.2 Minimum Allocations. For any Plan Year during which the Plan is a Top-Heavy Plan, the Company Contributions (exclusive of Qualified Nonelective Contributions and Qualified Matching Contributions) allocated to the Account of each Participant who is not a Key Employee, but who is an Employee on the last day of such Plan Year, shall not be less than the lesser of the following amounts:

(a) Three percent of his or her Top-Heavy Compensation; or

(b) A percentage of his or her Top-Heavy Compensation equal to the greatest allocation of Company Contributions and Participant Elected Contributions, expressed as a percentage of Top-Heavy Compensation, made on behalf of any Participant who is a Key Employee.

22.3 Impact on Maximum Benefits. For any Plan Year in which the Plan is a Top-Heavy Plan, the number "1.00" shall be substituted for the number "1.25" wherever it appears in Section 415(e)(2) and (3) of the Code.

22.4 Special Definitions. For purposes of this Article 22, the following definitions shall apply:

(a) "Aggregation Group" means either the Required Aggregation Group or any Permissive Aggregation Group, as the Company may elect.

(b) "Determination Date" means the December 31 next preceding the applicable Plan Year.

(c) "Key Employee" means a "key employee" (within the meaning of Section 416(i) of the Code). In applying Section 416(i) of the Code, "annual compensation" shall mean Top-Heavy Compensation

(d) "Permissive Aggregation Group" means a group of qualified plans that includes (1) the Required Aggregation Group and (2) one or more plans of the Affiliated Group that are not part of the Required Aggregation Group. A Permissive Aggregation Group, when viewed as a single plan, must satisfy the requirements of Sections 401(a)(4) and 410 of the Code.

(e) "Required Aggregation Group" means a group of qualified plans that includes (1) each plan of the Affiliated Group in which a Key Employee is a participant and (2) each other plan of the Affiliated Group that enables any plan in which a Key Employee participates to meet the requirements to Section 401(a)(4) or 410 of the Code.

(f) "Top-Heavy Compensation" means Section 415 Compensation, as defined in Section 16.5(b); provided, however, that Top-Heavy

Compensation shall not include any amount paid to a Participant for the Plan Year in excess of the Compensation Limitation.

(g) "Top-Heavy Ratio" means a percentage determined pursuant to Section 416(g) of the Code.

22.5 Top-Heavy Vesting Rules.

(a) The vested interest in the Nonelective Account of each Participant with one or more Hours of Service in a Plan Year in which the Plan is a Top-Heavy Plan shall be determined in accordance with the following schedule:

Years of Service	Vested Percentage
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 or more	100%

The vested interest in the Matching Contributions Account of each Participant with one or more Hours of Service in a Plan Year in which the Plan is a Top-Heavy Plan shall be determined under Section 7.2.

(b) If the Plan ceases to be a Top-Heavy Plan, the vesting rules described in Section 7.3 shall again apply to all Years of Service with respect to the Participant's Nonelective Account; however, any Participant described in Subsection (a) who has at least three (3) Years of Service to his or her credit at the time the Plan ceases to be a Top-Heavy Plan shall continue to have his or her vested percentage computed under the Plan in accordance with Subsection (a).

ARTICLE 23. EXECUTION.

To record the amendment and restatement of the Plan as set forth herein, effective as of October 23, 2000, the Company has caused its authorized officer to execute the same this 6th day of December, 2000.

AMGEN INC.

By: /s/ Steven M. Odre

Steven M. Odre, Senior Vice President, General Counsel and Secretary

Appendix A

Amgen (Bermuda) Clinical Development, Limited
Amgen (Bermuda) Clinical Development 2, Limited
Amgen (Bermuda) Clinical Development 3, Limited
Amgen (Bermuda) Clinical Development 4, Limited
Amgen (Bermuda) Clinical Development 5, Limited
Amgen (Bermuda) Clinical Development 6, Limited
Amgen (Bermuda) Clinical Development 7, Limited
Amgen (Bermuda) Clinical Development 8, Limited

EXHIBIT 10.14

FIRST AMENDMENT TO THE AMGEN RETIREMENT AND SAVINGS PLAN AS AMENDED AND RESTATED EFFECTIVE OCTOBER 23, 2000

The Amgen Retirement and Savings Plan as Amended and Restated Effective October 23, 2000, (the "Plan") is hereby amended as follows:

1. Effective December 14, 2000, Kinetix Pharmaceuticals, Inc. shall be a Participating Company for so long as Kinetix Pharmaceuticals, Inc. remains in existence, and Appendix A to the Plan is thereby amended to include Kinetix Pharmaceuticals, Inc.

2. Effective midnight of January 1, 2001, the Kinetix Pharmaceuticals, Inc. 401(k) Plan shall be merged into the Plan to coincide with the upstream merger of Kinetix Pharmaceuticals, Inc. into the Company. The merged Plan will conform to the terms of the Plan. Thereafter, Kinetix Pharmaceuticals, Inc. shall no longer be a Participating Company and Appendix A to the Plan is thereby amended to delete Kinetix Pharmaceuticals, Inc.

3. Effective June 1, 2001, annuities will be eliminated as a form of distribution. This effective date is at least 90 days following the date on which notice will be provided to Plan participants of the elimination. As such:

   a. Section 2.41 is deleted in its entirety.

   b. Section 2.47 is deleted in its entirety.

   c. Section 8.3 (a) restated in its entirety to read:

      Except as provided in Sections 8.5, 8.8 and 8.10, and unless a Participant elects otherwise, the distribution of a Participant's Plan Benefit under Section 8.6 shall occur or commence not later than sixty (60) days after the close of the Plan Year in which occurs the later of (i) the Participant's attainment of Normal Retirement Age or (ii) the Participant's termination of employment. If distribution of a Participant's Plan Benefit has not yet occurred, on or about nine (9) months before the Participant's Normal Retirement Date, the Company shall furnish the Participant with a written explanation of the terms, conditions and forms of distributions available from the Plan with a description of the procedures for electing a form of distribution.

   d. Section 8.6 (a) is restated to read:

      A Participant's Plan Benefit shall be distributed in any of the following forms that he or she elects:

   e. Sections 8.6 (a) (5) is deleted in its entirety.

f. Section 8.7 is deleted in its entirety.

g. Section 8.8 is restated in its entirety to read:

> Time of Distribution of Death Benefit. If a Participant dies before receiving his or her Plan Benefit, then the Participant's Beneficiary shall be entitled to receive the Plan Benefit pursuant to this Section 8.8. (Section 8.12 provides that the surviving spouse of a married Participant shall be his or her Beneficiary, unless the Participant, with the spouse's consent, has otherwise elected prior to his or her death.) The Participant's Plan Benefit shall be distributed to the Participant's Beneficiary no later than 12 months after the Participant's death.

h. Section 8.9 is deleted in its entirety.

i. Section 8.13 is restated in its entirety to read:

> Spousal Consent Needed to Name a Nonspouse Beneficiary. Any other provision of the Plan notwithstanding, in the case of a married Participant, any designation of a person other than his or her spouse as Beneficiary shall be effective only if the spouse consents in writing to the designation. The spouse's consent shall be witnessed by a notary public or, if permitted by the Company, by a representative of the Plan. A consent to a designation of a particular Beneficiary, once given by the spouse, shall not be revocable by that spouse. The designation of a particular Beneficiary may not be changed without further spousal consent (unless the consent or a prior consent expressly permits designations by the Participant without any requirement of further consent by the spouse). The spouse's consent shall not be required if the Participant establishes to the Company's satisfaction that the spouse's consent cannot be obtained because the spouse cannot be located or because of other reasons deemed acceptable under applicable regulations. The Company may require such evidence of the right of any person to receive payment under this Section as the Company may deem advisable. The Company's determination of the right under this Section of any person to receive payment shall be conclusive.

To record this First Amendment to the Plan as set forth herein, the Company has caused its authorized officer to execute this document this 26th day of February, 2001.

AMGEN INC.

By: /s/ Steven M. Odre

Title: Senior Vice President, General Counsel and Secretary

Exhibit 10.22

G-CSF UNITED STATES LICENSE AGREEMENT

by and between

KIRIN-AMGEN, INC.,

a California corporation

and

AMGEN INC.,

a Delaware corporation

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EXHIBIT "A", G-CSF

AMGEN/KIRIN-AMGEN, INC.

G-CSF UNITED STATES LICENSE AGREEMENT

THIS AMGEN/KIRIN-AMGEN, INC. G-CSF UNITED STATES LICENSE AGREEMENT ("Agreement") is made and entered into this lst day of June, 1987 and is made effective as of the 1st day of July, 1986, by and between KIRIN-AMGEN, INC., a California corporation ("Company"), and AMGEN INC., a Delaware corporation ("Amgen").

RECITALS

WHEREAS, effective July 1, 1986, KIRIN BREWERY CO., LTD., a Japanese corporation ("Kirin"), and Amgen assigned all of their right, title and interest in and to the G-CSF Technology (as defined herein) to Company,

WHEREAS, Kirin and Amgen are each being granted a license by Company for the development, manufacture and sale of G-CSF Products (as defined herein), in Japan with respect to Kirin, and in the United States with respect to Amgen,

WHEREAS, Company now desires to more formally document the license agreements from Company to Kirin and Amgen embodied in Amendment No. 3 to the Shareholders' Agreement among Company, Kirin and Amgen dated May 11, 1984, as amended, and certain agreements among Kirin, Amgen, and Company, and

WHEREAS, Company now desires to grant Amgen an exclusive license to further develop, manufacture, and sell G-CSF Products for the territory of the United States (as defined herein),

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.01 Incorporation by Reference. Unless otherwise defined herein, capitalized terms shall have the meanings specified in that certain Company Shareholders' Agreement dated May 11, 1984, as amended ("Shareholder Agreement").

1.02 Territory. "Territory" shall mean the territory of the United States of America, its territories and possessions.

1.03 Party. "Party" shall mean Amgen or the Company or, when used in the plural, Amgen and the Company.

1.04 G-CSF. "G-CSF" shall mean a glycoprotein molecule consisting of the linear array of amino acids attached as Exhibit "A" hereto or any variation thereof consisting of additions, deletions or substitutions of up to ten amino acids.

1.05 G-CSF Products. "G-CSF Products" shall mean any product, method or system for human pharmaceutical use which contains G-CSF as its single primary element.

1.06 G-CSF Technology. "G-CSF Technology" shall mean all technical information whether tangible or intangible, including any and all data, pre-clinical and clinical results, techniques, discoveries, inventions, ideas, processes, know-how, patents, inventor's certificates, trade secrets and other proprietary information, and any physical, chemical or biological material (including cell lines) and any replication of any part of any such material.

1.07 Subsidiary. "Subsidiary" shall mean a corporate entity more than 50% of the voting stock of which is owned or controlled, directly or indirectly, by Amgen or the Company.

1.08 Sales Value. "Sales Value" shall mean the gross amount billed by Amgen and its subsidiaries, as the case may be, to customers with respect to the sale or use of G-CSF Products less (a) trade and/or quantity discounts to the extent permitted by law; (b) returns and allowances; and (c) retroactive price reductions.

ARTICLE II

GRANT OF LICENSE

2.01 Grant of License. For the purposes of this Agreement and subject to the reservations contained in Section 2.02 hereof, the Company hereby grants to Amgen a sole and exclusive license to all G-CSF Technology to (i) use, modify and improve the G-CSF Technology, and (ii) develop, make, have made, sell and use G-CSF Products within the Territory.

2.02 Rights to Sublicense.

With the prior written consent of Company, which consent shall not be unreasonably withheld, Amgen shall have the right to sublicense any of the rights granted to it under this Agreement; provided, however, that any such sublicensee of Amgen shall undertake in writing to be bound by the provisions of Section 3.02 hereof to the same extent Amgen is bound. Amgen shall notify the Company of the identity of each sublicensee to whom a sublicense is granted and provide the Company a true copy of such sublicense. In the event that the license granted to Amgen hereunder is terminated at any time in accordance with Article VII, and the Company shall not be in default under Section 7.03, the Company shall have the option to terminate or to have Amgen assign to the Company, retroactive to the date of such termination, any sublicenses granted hereunder by Amgen. Amgen shall include, in all its sublicenses granted hereunder provisions for such termination and assignment.

ARTICLE III

DISCLOSURE

3.01 Disclosure.

(a) The Company shall, in accordance with the Shareholders' Agreement, reasonably disclose and deliver to Amgen all G-CSF Technology in sufficient detail to permit Amgen to employ such data for the purposes provided herein.

(b) Amgen shall have the right to attend and participate in the Company's technical meetings, conduct plant visits at reasonable intervals and receive information concerning the G-CSF Technology. Amgen shall be provided with reasonable notice of the time and place of such meetings.

3.02 Confidentiality.

(a) Any secret or confidential G-CSF Technology which is disclosed to Amgen pursuant to this Agreement or the Shareholders' Agreement, shall be designated as confidential information in the following manner:

(i) If the disclosure is in written form, by prominently marking or stamping each document containing such information with a notice indicating the confidential and proprietary nature of the information; and

(ii) If the disclosure is in oral form, by orally stating at the time of such disclosure that the information disclosed is confidential and proprietary and by delivering to Amgen within fifteen (15) days of the oral disclosure written notice confirming the confidential and proprietary nature of the information.

(b) Except to the extent expressly authorized by this Agreement, the Shareholders' Agreement, or by another prior written consent of the Company, for the term of this Agreement and thereafter, Amgen shall keep completely confidential and shall not publish or otherwise disclose to others and shall not use any secret or confidential G-CSF Technology disclosed or provided to Amgen by the Company. For the purposes of this

Agreement, G-CSF Technology shall be deemed not secret or confidential to the extent, and only to the extent, that it:

(i) was known to Amgen at the time of its disclosure and not otherwise subject to an obligation of Amgen to keep such information confidential;

(ii) was generally available to the public or was otherwise part of the public domain at the time of its disclosure:

(iii) became generally available to the public or became otherwise part of the public domain after its disclosure and other than through any act or omission of Amgen in breach of this Agreement; or

(iv) became known to Amgen after its disclosure (A) from a source other than the Company (including from independent development by Amgen), (B) other than from a third party who had an obligation to the Company not to disclose such information to others, and (C) other than under an obligation of confidentiality. Amgen may disclose any G-CSF Technology to the extent such disclosure or delivery is necessary for Amgen to comply with laws or regulations, or to make, use or sell under any license granted hereunder by the Company or to sublicense others to do so; provided, that Amgen shall give the Company reasonable advance notice of such proposed disclosure or delivery, shall use its best efforts to secure confidential treatment of the

G-CSF Technology to be disclosed and shall advise the Company in writing of the manner in which that was done.

(c) The obligation of confidentiality imposed by this Section 3.02 shall survive termination of this Agreement for any reason whatsoever.

ARTICLE IV

ROYALTY

4.01 Royalty. Amgen shall pay to the Company a royalty, at the applicable rate hereinafter specified, on G-CSF Products which are sold by Amgen, any of its Subsidiaries or sublicensees in the Territory pursuant to this Agreement. Such royalty rate shall be applied to the Sales Value of such G-CSF Products. The maximum royalty rate applicable to G-CSF Products shall be five percent (5%) to as low as zero percent (0%) of the Sales Value of G-CSF Products.

4.02 Sales to Subsidiaries. No royalties shall be payable in respect of any sale of G-CSF Products as between Amgen and any Subsidiary.

4.03 Payment of Royalties to Sloan-Kettering Cancer Center. Pursuant to that certain Agreement by and between Amgen and Sloan-Kettering Cancer Center ("S-K") dated February 12, 1986, certain royalties are to be paid to S-K with respect to sales of G-CSF Products. The parties hereto confirm their prior agreement that Company shall bear and assume responsibility for the payments of any and all royalties due S-K for sales of G-CSF Products in the United States pursuant to the S-K/Amgen Agreement; provided, however, that Amgen shall bear and assume

responsibility for any and all such royalties in excess of five percent (5%).

4.04 Records. Amgen shall keep full, complete and accurate
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records with regard to the sale of G-CSF Products sufficient to enable the Company to verify the accuracy of the statements required by Section 4.05(a) hereof. The Company shall have the right through its accredited outside auditing representatives to make an examination and audit, during normal business hours, not more frequently than annually, of all such records and such other records and accounts as may under recognized accounting practices contain information bearing upon the amount of royalty payable to it under this Agreement. Prompt adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement appears in a letter, signed by the party having such right and delivered to the other party, expressly waiving such right.

4.05 Terms of Accounting.

(a) Within sixty (60) days after the end of each semiannual period ending on June 30th or December 31st, commencing with the semiannual period within which is made the first sale of G-CSF Products by Amgen, Amgen shall furnish to the Company a statement, in form acceptable to the Company, certified by a responsible official of Amgen showing all G-CSF Products sold during such semiannual period, the Sales Value of

such G-CSF Products and the amount of royalty payable thereon (or if no G-CSF Products have been so sold, showing that fact).

(b) Within such sixty (60) days Amgen shall, irrespective of its own business and accounting methods, pay to the Company the royalties payable for such semiannual period.

(c) Amgen shall furnish whatever additional information the Company may reasonable prescribe from time to time to enable the Company to ascertain which G-CSF Products sold by Amgen or any of its Subsidiaries or sublicensees permitted under this Agreement are subject to the payment of royalty to the Company, and the amount of royalty payable thereon.

4.06 Late Payments. Royalty payments provided for in this Agreement shall, when overdue, be subject to a late payment charge calculated at an annual rate of one percent (1%) over the prime rate in effect when the payment was due which had been publicly announced by Security Pacific National Bank, Los Angeles, California; provided, however, that if the amount of such late payment charge exceeds the maximum permitted by law for such charge, such charge shall be reduced to such maximum amount.

4.07 Payments. Payment to the Company shall be made in United States dollars.

4.08 Taxes. Amgen shall bear all taxes, however designated, imposed as a result of the existence or operation of this Agreement, including, but not limited to, any tax on or measured by, any payment or receipt of payment hereunder, any registration tax, any tax imposed with respect to the granting

or transfer of licenses or other rights or considerations hereunder, and any tax which Amgen is required to withhold or deduct from payments to the Company, except any such tax imposed upon the Company by any governmental entity within or without the United States.

ARTICLE V

PATENT APPLICATIONS

5.01 Patent Applications. Amgen shall pay the reasonable costs and expenses (including attorney's fees) incurred to file, prosecute and maintain in force any patent applications or patents of the G-CSF Technology which Amgen shall reasonably require the Company to file, prosecute or maintain in the Territory.

ARTICLE VI

PATENT AND TRADE SECRET ENFORCEMENT

6.01 Enforcement. Subject to Section 6.03 hereof, Amgen shall have the right, but not the obligation, to bring, defend and maintain any appropriate suit or action involving infringement of any patent or copyright, misappropriation of any trade secret or interference with any other intellectual property right relating to the G-CSF Technology that Amgen shall have obtained pursuant to this Agreement.

6.02 Infringements. Subject to Section 6.03 hereof, Amgen shall have the right, but not the obligation, to bring, defend and maintain any appropriate suit or action involving infringement of any patent of the G-CSF Technology covering only

the making, use or sale of G-CSF Products. If Amgen finds it necessary to join the Company in such suit or action, the Company shall execute all papers and perform such other acts as may be reasonably required and may, at its option, be represented by counsel of its choice. Amgen shall pay to the Company its reasonable expenses (excluding its attorney's fees) in connection with any such suit or action. Should Amgen lack standing to bring any such action then Amgen may cause the Company to do so upon first undertaking to indemnify and hold the Company harmless (to the extent permissible by law) from all consequent liability and to promptly reimburse all reasonable expenses (including attorney fees) stemming therefrom. Any amount recovered in any such action or suit, whether by judgment or settlement, shall be paid to or retained entirely by Amgen.

6.03 Maintenance of Action. Amgen shall notify the Company of any material infringement of any patent regarding G-CSF Technology covering the making, use or sale of G-CSF Products and shall provide the Company with any available evidence of such infringement. The Company and Amgen shall consult with each other as to the best manner in which to proceed. The Company shall have the first right, but no obligation, to bring or defend any suit or action on any claim involving such infringement of any such patent of the G-CSF Technology on such terms relating to reimbursement of associated costs and expenses as shall be agreed to. If the Company finds it necessary or desirable to join Amgen in such suit or action, Amgen shall execute all papers and perform such other acts as may be reasonably required to do so and may, at its option, be

represented by counsel of its choice unless the Company and Amgen otherwise agree, any amount recovered in any such action, whether by judgment or settlement, after payment to the Company of such reasonable costs and expenses (excluding attorney's fees), shall be paid to or retained by Amgen. In the event the Company fails to take action with respect to such infringement within a reasonable period, no less than six (6) months, following receipt of such notice and evidence, Amgen shall have the right to bring, defend and maintain any appropriate suit or action involving such infringement. If Amgen finds it necessary to join the Company in such suit or action, the Company shall execute all papers and perform such other acts as may be reasonably required and may, at its option, be represented by counsel of its choice. Amgen shall pay to the Company the reasonable expenses of the Company (excluding attorney's fees) in connection with any such suit or action. Any amount recovered in any such action or suit, whether by judgment or settlement, after payment to the Company of such reasonable costs and expenses (excluding attorney's fees), shall be paid to or retained entirely by Amgen.

ARTICLE VII

TERM AND TERMINATION

7.01 Term. This Agreement shall remain in effect until the parties mutually agree in writing to terminate said Agreement, or unless earlier terminated pursuant to Section 7.03 hereof.

7.02 Effective Date. This Agreement (including the license and rights granted under Sections 2.01 and 2.02 hereof) shall come into effect as of the effective date hereof and shall remain in full force and effect until the earlier of (a) the liquidation or dissolution of the Company other than in connection with a continuation of the business of the Company in some other legal form, or (b) termination pursuant to Section 7.03 hereof.

7.03 Default. In the event that a Party (the "Defaulting Party") shall (a) fail to make any payment hereunder when and as due, or otherwise default in its obligations hereunder and fail to remedy such default within sixty (60) days after such default shall have been called to its attention by notice from another Party, (b) become bankrupt or insolvent, or file a petition in bankruptcy or make a general assignment for the benefit of creditors or otherwise acknowledge insolvency, or be adjudged bankruptcy, (c) go or be placed in a process of complete liquidation other than in connection with a continuation of the business of the Company in some other legal form, or (d) suffer the appointment of a receiver for any substantial portion of its business who shall not be discharged within sixty (60) days after his appointment, then, and in any such event, any other Party, at its option, may terminate its obligations to and the rights of the Defaulting Party under this Agreement upon ten (10) days' written notice to the Defaulting Party, which termination shall be effective as of the occurrence of the event giving rise to the option to terminate.

7.04 Survival. Notwithstanding the termination of a Party's
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obligations to or the rights of the Defaulting Party under this Agreement in accordance with the provisions of Section 7.03, Section 3.02 and Article VII hereof, shall survive such termination and continue in full force and effect for an indefinite term. Upon termination of this Agreement for any reason, and without limitation of other remedies, Amgen shall immediately return to the Company (to the extent such return is technically feasible) all G-CSF Technology in the possession of Amgen or its Subsidiaries, or of which Amgen shall have the right to regain possession or, at the sole election of the Company, shall destroy such G-CSF Technology (to the extent technically feasible).

ARTICLE VIII

INFRINGEMENTS

8.01 Infringements. In the event that Amgen is charged with
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infringement or unauthorized use of the alleged patent rights or proprietary rights of others by reason of the exploitation by Amgen of G-CSF Technology or any component thereof, then the Company shall indemnify and hold Amgen harmless from such claim to the full extent of any damage recovery with respect to such claim and legal costs incurred in Amgen's defense.

ARTICLE IX

CONSENTS AND APPROVALS

9.01 Best Efforts. The parties hereto shall use their best efforts to obtain as soon as practicable any and all consents, approvals, orders or authorizations required to be obtained from any governmental authority with respect to the provisions hereof.

ARTICLE X

NOTICE

10.01 Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be mailed to the party to whom notice is to be given, by telex or facsimile, and confirmed by first class mail, registered or certified, return receipt requested, postage prepaid, and properly addressed as follows (in which case such notice shall be deemed to have been duly given on the third (3rd) day following the date of such sending):

"Amgen"	Amgen Inc. 1900 Oak Terrace Lane Thousand Oaks, CA 91320 U.S.A. Telex No. 499-9315 (AMGEN) Attn: Corporate Secretary
With a copy to:	Cooley, Godward, Castro, Huddleson & Tatum Five Palo Alto Square, 4th Floor Palo Alto, CA 94306 U.S.A. Telex No. 910-372-7370 Cooley SFO Attn: Alan C. Mendelson, Esq.

"Company"	Kirin-Amgen, Inc 1900 Oak Terrace Lane Thousand Oaks, CA 91320 U.S.A. Telex No. 4994440 (AMGEN) Attn: Corporate Secretary
With a copy to:	Pettit & Martin 355 South Grand Avenue Thirty-Third Floor Los Angeles, CA 90071 Telex No. 181025 PEMLAW LSA Attn: Joel S. Marcus, Esq.

Any party by giving notice to the others in the manner provided above may change such party's address for purposes of this Section 10.01.

ARTICLE XI

MISCELLANEOUS

11.01 Entire Agreement. This Agreement, together with the other written agreements between the parties hereto which are referenced in the Shareholders' Agreement, set forth the entire agreement of the parties with respect to the subject matter hereof any may not be modified except by a writing signed by authorized representatives of the parties hereto. To the extent that there may be conflicts or inconsistencies between the provisions of this Agreement and those contained in the Shareholders' Agreement, the provisions of the Shareholders' Agreement shall prevail and govern interpretation.

11.02 Headings. Article and section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

11.03 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute but one and the same instrument.

11.04 force Majeure. It is agreed that each of the parties hereto is excused from performing such acts as are required hereunder as may be prevented by or whose purpose is frustrated by Force Majeure. The party so affected shall give notice to the other party in writing promptly and thereupon shall be excused from such of its obligations hereunder as it is unable to perform on account of the Force Majeure throughout the duration thereof plus a period of thirty (30) days.

11.05 Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws, and not the law of conflicts, of the State of California applicable to agreements made and to be performed in such state.

11.06 Assignment on Written Consent. This Agreement shall be binding upon and inure to the benefit of the Company and Amgen and their respective successors and assigns to the extent it is assignable. This Agreement may not be assigned in whole or in part by Amgen, except with the prior written consent of the Company.

11.07 Severability. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and/or enforceability of the remaining provisions contained

herein shall not in any way be affected or impaired thereby. In such event, such invalid provision or provisions shall be validly reformed to as nearly approximate the intent of the parties as possible and if unreformable, shall be severed and deleted from this Agreement.

11.08 No Waiver. No failure or delay on the part of either party in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or the remedies provided by law.

11.09 Trademarks and Tradenames. The Company grants no rights to Amgen in any trademarks or tradenames of the Company or of any of its respective subsidiaries or affiliated companies.

11.10 Indemnity. Amgen hereby (a) releases the Company from any obligation to defend indemnify or save Amgen and its agents and employees harmless from and (b) agrees to defend, indemnify and save the Company harmless from any and all cost, expenses (including attorneys' fees), liabilities, damages and claims for any injury or death to persons or damage to or destruction of property, or other loss, arising out of or in connection with any product made, used or sold by Amgen or the use by Amgen of any G-CSF Technology furnished pursuant to any provision hereunder, or otherwise arising out of or related to the performance of this Agreement.

11.11 Other Agreements. Any other provision of this Agreement notwithstanding, nothing in this Agreement shall obligate the Company to disclose to Amgen any information or to make available to the Amgen any materials in violation of any obligation of secrecy or a limitation of use imposed by a third party from whom such information or material shall have been received.

11.12 Remedies. No right, power or remedy herein conferred upon or reserved to any party is intended to be exclusive of any other right, power or remedy or remedies, and each and every right, power and remedy of any party pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall to the extent permitted by law be cumulative and concurrent, and shall be in addition to every other right, power or remedy pursuant to this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise and the exercise or beginning of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by any party of any or all such other rights, powers or remedies.

11.13 Attorneys' Fees and Costs. In the event of any action at law or in equity between the parties hereto to enforce any of the provisions hereof, the unsuccessful party or parties to such litigation shall pay to the successful party or parties all costs and expenses, including reasonable attorneys' fees, incurred therein by such successful party or parties; and if such successful party or parties shall recover judgment in any such action or proceeding, such costs, expenses and attorneys'

fees may be included in and as part of such judgment. The successful party shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees.

11.14 Number and Gender. Words in the singular shall include the plural, and words in a particular gender shall include either or both additional genders, when the context in which such words are used indicates that such is the intent.

11.15 Agreement to Perform Necessary Acts. Each party agrees to perform any further acts and execute and deliver any and all further documents and/or instruments which may be reasonably necessary to carry out the provisions of this Agreement.

11.16 Representations. Each of the parties hereto acknowledges and agrees (i) that no representation or promise not expressly contained in this Agreement has been made by any other party hereto or by any of its agents, employees, representatives or attorneys; (ii) that this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, covering the subject matter hereof, other than those which are set forth expressly in this Agreement; and (iii)that each has had the opportunity to be represented by counsel of its own choice in this matter, including the negotiations which preceded the execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives in the manner legally binding on them as of the date first above written.

KIRIN-AMGEN, INC., a
California corporation

By /s/ Y. Yamamoto
Its --------

"Company"

AMGEN INC., a Delaware corporation

By /s/ George B. Rathmann

-------- Its

"Amgen"

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Amino acids [23-30] Lys Ile Gln Gly Asp Gly Ala Ala
mRNA AAG AUC CAG GGC GAU GGC GCA GCG

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ELU TRP HIS SER ALA LEU TRP THR VAL GLN GLU ALA THR PRO LEU
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ALY PRO ALA SER SER LEU PRO GLN SER PHE LEU LEU LYS CYS LEU
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LEU LEU GLY HIS SER LEU GLY ILE PRO TRP ALA PRO LEU SER SER
CTG CTC GGA CAC TCT CTG GGC ATC CCC TGG GCT CCC CTG AGC AGC

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CYS PRO SER GLN ALA LEU GLN LEU ALA GLY CYS LEU SER GLN LEU
TGC CCC AGC CAG GCC CTG CAG CTG GCA GGC TGC TTG AGC CAA CTC

80                                          90
HIS SER GLY LEU PHE LEU TYR GLN GLY LEU LEU GLN ALA LEU GLN
CAT AGC GGC CTT TTC CTC TAC CAG GGG CTC CTG CAG GCC CTG GAA

                                   100

GLY ILE SER PRO GLU LEU GLY PRO THR LEU ASP THR LEU GLN LEU
GGG ATC TCC CCC GAG TTG GGT CCC ACC TTG GAC ACA CTG CAG CTG

110                                        120
ASP VAL ALA ASP PHE ALA THR THR ILE TRP GLN GLN MET GLU GLU
GAC GTC GCC GAC TTT GCC ACC ACC ATC TGG CAG CAG ATG GAA GAA

                130

LEU GLY MET ALA PRO ALA LEU GLN PRO THR GLN GLY ALA MET PRO
CTG GGA ATG GCC CCT GCC CTG CAG CCC ACC CAG GGT GCC ATG CCG

    140                             150
ALA PHE ALA SER ALA PHE GLN ARG ARG ALA GLY GLY VAL LEU VAL
GCC TTC GCC TCT GCT TTC CAG CGC CGG GCA GGA GGG GTC CTG GTT

                                160
ALA SER HIS LEU GLN SER PHE LEU GLU VAL SER TYR ARG VAL LEU
GCC TCC CAT CTG CAG AGC TTC CTG GAG GTG TCG TAC CGC GTT CTA

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ARG HIS LEU ALA GLN PRO OP
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AGCCCCAGGCCTCTGTGTCCTTCCCTGCATTTCTGAGTTTCATTCTCCTGCCTGTAGCA
GTGAGAAAAAGCTCCTGTCCTCCCATCCCCTGGACTGGGAGGTAGATAGGTAAATACCA
AGTATTTATTACTATGACTGCTCCCCAGCCCTGGCTCTGCAATGGGCACTGGGATGAGC
CGCTGTGAGCCCCTGGTCCTGAGGGTCCCCACCTGGGACCCTTGAGAGTATCAGGTCTC
CCACGTGGGAGACAAGAAATCCCTGTTTAATATTTAAACAGCAGTGTTCCCCATCTGGG
TCCTTGCACCCCTCACTCTGGCCTCAGCCGACTGCACAGCGGCCCCTGCATCCCCTTGG
CTGTGAGGCCCCTGGACAAGCAGAGGTGGCCAGAGCTGGGAGGCATGGCCCTGGGGTCC
CACGAATTTGCTGGGGAATCTCGTTTTTCTTCTTAAGACTTTTGGGACATGGTTTGACT
CCCGAACATCACCGACGTGTCTCCTGTTTTTCTGGGTGGCCTCGGGACACCTGCCCTGC
CCCCACGAGGGTCAGGACTGTGACTCTTTTTAGGGCTAGGCAGGTGCCTGGACATTTGC
CTTGCTGGACGGGGACTGGGGATGTGGGAGGGAGCAGACAGGAGGAATCATGTCAGGCC
TGTGTGTGAAAGGAAGCTCCACTGTCACCCTCCACCTCTTCACCCCCCACTCACCAGTG
TCCCCTCCACTGTCACATTGTAACTGAACTTCAGGATAATAAAGTGTTTGCCTCCAA
EXHIBIT "A"

Exhibit 10.23

AMENDMENT NO. 1

TO

KIRIN-AMEN. INC. /AMEN

G-CSF UNITED STATES LICENSE AGREEMENT

THIS AMENDMENT N0. 1 ("Amendment No. 1") TO THAT CERTAIN KIRIN-AMGEN, INC./AMGEN G-CSF UNITED STATES LICENSE AGREEMENT ("License Agreement"), is made and entered into this 20th day of October, 1988, by and between AMGEN INC., a Delaware corporation ("Amgen"), and KIRIN-AMGEN, INC., a California corporation ("Corporation").

R E C I T A L S

A. Amgen and Corporation have previously executed that certain License Agreement regarding G-CSF.

B. The parties desire to incorporate certain changes into the License Agreement pursuant to this Amendment No. 1.

NOW, THEREFORE, it is agreed as follows:

1. Article I, Section 1.08 at page 3 of the License Agreement is hereby deleted and the following substituted in lieu thereof:

> "Sales Value. 'Sales Value' shall mean the amount billed by Amgen or an affiliate from the sale for commercial use of G-CSF Products to independent third parties less the following amounts included in the billed amount: (i) discounts, including cash discounts, or rebates actually allowed or granted from the billed amount, (ii) credits or allowances actually granted upon claims or returns regardless of the party requesting the return, (iii) freight charges paid for delivery, and (iv) taxes or other government charges levied on or measured by the billed amount whether absorbed by the billing or the billed party."

2. Except to the extent as provided herein, the provisions of the License Agreement are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 1 to be executed as of the first day written above.

AMGEN INC.,
a Delaware corporation

By /s/ George B. Rathmann
George B. Rathmann, President
"Amgen"

KIRIN-AMGEN, INC.,
a California corporation

By /s/ Yashushi Yamamoto
Yasushi Yamamoto, Chairman
"Corporation"

Exhibit 10.24

AMENDMENT NO. 2 _ TO KIRIN-AMGEN, INC./AMGEN G-CSF UNITED STATES LICENSE AGREEMENT

THIS AMENDMENT N0. 2 ("Amendment No: 2") TO THAT CERTAIN KIRIN-AMGEN, INC./AMGEN G-CSF UNITED STATES LICENCE AGREEMENT ("License Agreement"), is made and entered into this 17th day of October, 1991 and is made effective as of the 13th day of November, 1990, by and between AMGEN INC., a Delaware corporation ("Amgen"), and KIRIN-AMGEN, INC., a Delaware corporation ("Corporation").

R E C I T A L S

A. Amgen and Corporation have previously executed that certain License Agreement regarding G-CSF.

B. The parties desire to incorporate certain changes into the License Agreement pursuant to this Amendment No. 2.

NOW, THEREFORE, it is agreed as follows:

1. Article IV, Sections 4.01 and 4.03 at pages 7-8 of the License Agreement are hereby deleted and the following substituted in lieu thereof:

"ARTICLE IV

ROYALTY

4.01 Royalty. Amgen shall-pay to the Company a royalty, at a rate of three percent (3%) of the Sales Value of G-CSF Products above $350 million (U.S.), on G-CSF Products which are sold by Amgen, any of its Subsidiaries or sublicensees in the Territory pursuant to this Agreement.

4.03 Payment of Royalties to Sloan-Kettering Cancer Center. Pursuant to that certain Agreement by and between Amgen and Sloan-Kettering Cancer Center ("S-K") dated February 12, 1986, certain royalties are to be paid to S-K with respect to sale of G-CSF products. The parties hereto confirm their prior agreement that the company shall bear and assume responsibility for the payments of royalties due S-K for sales of G-CSF Products in the United States above $350 million (U.S.) as renegotiated between Amgen and S-K. The royalty rate applicable to G-CSF Products above $350 million (U.S.) shall be three percent (3%) of the Sales Value of G-CSF Products."

2. Except to the extent as provided herein, the provisions of the License Agreement, as amended, are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned has caused this Amendment No. 2 to be executed as of the first day written above.

AMGEN INC., a Delaware corporation

By /s/ Gordon M. Binder
Gordon M. Binder
Chief Executive Officer

"Amgen"

KIRIN-AMGEN, INC., a Delaware corporation

By /s/ T. Sasahara
Toru Sasahara, Chairman

"Corporation"

Exhibit 10.25

AMENDMENT NO. 10
TO SHAREHOLDERS' AGREEMENT OF KIRIN-AMGEN

AMENDMENT NO. 10 (this "Amendment") made effective as of March 1, 1996 (the "Effective Date") to the Shareholders' Agreement of Kirin-Amgen dated May 11, 1984 (as amended, the "Shareholders' Agreement") among Kirin Brewery Co., Ltd., a Japanese corporation with principal offices located at 10-1, Shinkawa 2-chome, Chuo-ku, Tokyo, 104, Japan ("Kirin"), Amgen Inc. , a Delaware corporation with principal offices located at Amgen Center, Thousand Oaks, California 91320 ("Amgen") and Kirin-Amgen, Inc., a Delaware corporation with principal offices located at c/o Amgen Europe AG, Grabenhof, 6010 Kirens, Switzerland ("Kirin-Amgen").

RECITALS

WHEREAS, Amgen has discovered a novel growth factor that has erythropoiesis stimulating activity ("NM321" as further defined in the NM321 Technology Transfer Agreement effective as of March 1, 1996 among Kirin, Amgen, and Kirin-Amgen, the "Technology Agreement").

WHEREAS, Kirin and Amgen believe that NM321 may have important human therapeutic uses and its discovery and development for future sale represents a significant commercial opportunity.

WHEREAS, Kirin-Amgen wishes to obtain rights to develop and commercialize products based on NM321.

WHEREAS, Kirin and Amgen now wish to add NM321 to their existing relationship.

NOW THEREFORE, in consideration of the mutual covenants expressed herein and other good and valuable consideration, the parties agree as follows:

1. NM321 RESEARCH AND DEVELOPMENT:

1.01 Research and Development Project. Kirin and Amgen will commence the joint development of NM321 as set forth in the Research, Development and Technology Disclosure Agreement: NM321, effective as of March 1, 1996 among Kirin, Amgen and Kirin-Amgen (the "Research Agreement"). Kirin and Amgen shall each transfer and assign, perpetually and irrevocably, to Kirin-Amgen all right, title and interest in and to all NM321 technology developed by such party in connection with the Research and Development Project ("Research Project Technology").

1.02 Funding. Kirin-Amgen will fund all aspects of the joint development of NM321 by Kirin and Amgen, except for the costs for human clinical testing of NM321 outside of the U.S. and Japan, as set forth in the Research Agreement.

2. ASSIGNMENTS. LICENSES AND CONSIDERATION.

2.01 Assignments to Kirin-Amgen.

(a) Kirin. It is agreed that Kirin will transfer and assign to Kirin-Amgen, perpetually and irrevocably, all of its right, title and interest in and to the Kirin NM321 Technology (as defined in the Technology Agreement) and Kirin's interest in the Research Project Technology (as defined in the Technology Agreement), as of the Effective Date hereof. In consideration for such assignment, Kirin-Amgen will fund Kirin's future research and development activities as provided in the Research Agreement.

(b) Amgen. It is agreed that Amgen will transfer and assign to Kirin-Amgen, perpetually and irrevocably, all of its right, title and interest in and to the Amgen NM321 Technology (as defined in the Technology Agreement) and Amgen's interest in the Research Project Technology (as defined in the Technology Agreement), as of the Effective Date hereof. In consideration for such assignment,

Kirin-Amgen will fund Amgen's future research and development activities as provided in the Research Agreement.

2.02 Consideration to Amgen. In consideration for the assignment granted by Amgen to Kirin-Amgen to the Amgen NM321 Technology, Kirin-Amgen will pay to Amgen one million U.S. dollars (US $1,000,000) within thirty (30) days of the complete execution of this Amendment.

2.03 Licenses to Kirin-Amgen.

(a) Kirin. It is agreed that Kirin will grant to Kirin-Amgen an exclusive worldwide royalty free license to the Kirin Core Technology (as defined in the Technology Agreement) in the Field of Activity (as defined in the Technology Agreement), as of the Effective Date hereof.

(b) Amgen. It is agreed that Amgen will grant to Kirin-Amgen an exclusive worldwide royalty free license to the Amgen Core Technology (as defined in the Technology Agreement) in the Field of Activity (as defined in the Technology Agreement), as of the Effective Date hereof.

2.04 Milestone Payments. In further consideration for Amgen's assignment of Amgen NM321 Technology and Research Project Technology to Kirin-Amgen, Kirin-Amgen will pay to Amgen progress payments upon the achievement of specified milestones. The sum total for all of the progress payments will be $19,000,000 plus an amount equal to Amgen's actual research and development costs for the period from March 1, 1996 through December 31, 1996, which are reimbursable pursuant to the Research Agreement, and shall be payable as set forth in the Technology Agreement.

2.05 Licenses to Kirin. It is agreed that Kirin-Amgen will grant to Kirin an exclusive license to the NM321 Technology (as defined in the Technology Agreement), Kirin Core Technology and Amgen Core Technology in the Kirin Core Territory (as defined in the NM321 License Agreement effective as of March 1, 1996 between Kirin and Kirin-Amgen).

2.06 Royalties from Kirin.

(a) In exchange for the license to Kirin in the Kirin Core Territory, Kirin will pay to Kirin-Amgen a royalty equal to five percent (5%) of the Sales Value of NM321 Products (as defined in the Technology Agreement) sold by or on behalf of Kirin in the Kirin Core Territory.

(b) In the event it is necessary for Kirin to pay a royalty to a third party for making, using, or selling an NM321 Product in a country in the Kirin Core Territory, the royalty Kirin pays to Kirin-Amgen in such country will be reduced by fifty percent (50%) of the third party royalty, provided, however, in no event will Kirin's royalties in any country be reduced to less than three percent (3%) by reason of third party royalty reduction.

(c) In any case, Kirin's royalty obligation to Kirin-Amgen shall be reduced to two percent (2%) only with respect to the aggregate cumulative Sales Value of NM321 Products above Five Hundred Million US. Dollars (US $500,000,000).

2.07 Licenses to Amgen. It is agreed that Kirin-Amgen will grant to Amgen an exclusive license to the NM321 Technology, Kirin Core Technology and Amgen Core Technology in the Amgen Core Territory, the Amgen Additional Territory, and the Amgen Option Territory (as defined in the NM321 License Agreement effective as of March 1, 1996 between Amgen and Kirin-Amgen; collectively, the "Amgen Territory").

2.08 Royalties from Amgen.

(a) In exchange for the license to Amgen in the Amgen Core Territory, Amgen will pay to Kirin-Amgen a royalty equal to three percent (3%) of the Sales Value of NM321 Products sold by or on behalf of Amgen in the Amgen Core Territory. Amgen's royalty obligation to Kirin- Amgen in the Amgen Core Territory shall be reduced to two percent (2%) only with respect to the aggregate cumulative Sales Value of NM321 sold by or on behalf of Amgen in the Amgen Core Territory above five hundred million U.S. dollars (US $500,000,000).

(b) In exchange for the license to Amgen in the Amgen Additional Territory, Amgen will pay to Kirin-Amgen a royalty equal to two percent (2%) of the Sales Value of NM321 Products sold by or on behalf of Amgen in the Amgen Additional Territory.

(c) In exchange for the license to Amgen in the Amgen Option Territory, Amgen will pay to Kirin-Amgen a royalty equal to:

(i) five percent (5%) of the Sales Value of NM321 Products sold by or on behalf of Amgen in countries in the Amgen Option Territory that are not signatories to the North American Free Trade Agreement (NAFTA); and

(ii) two percent (2%) of the Sales Value of NM321 Products sold by or on behalf of Amgen in countries in the Amgen Option Territory that are signatories to the North American Free Trade Agreement (NAFTA).

(d) In the event it is necessary for Amgen to pay a royalty to a third party for making, using, or selling an NM321 Product in any country in the Amgen Territory, the royalty Amgen pays to Kirin-Amgen in such country will be reduced by fifty percent (50%) of the third party royalty, provided, however, in no event will Amgen's royalties in any country be
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reduced to less than two percent (2%) by reason of third party royalty reduction.

2.09 Other Licenses.

(a) Kirin-Amgen Territory. Kirin-Amgen will retain the rights to the
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NM321 Technology, Kirin Core Technology and Amgen Core Technology in the Kirin-Amgen Territory. Kirin-Amgen may license the rights to the NM321 Technology, and sublicense the rights to Kirin Core Technology and Amgen Core Technology to Kirin, Amgen or a third party in such part or parts of the Kirin-Amgen Territory as Kirin-Amgen shall elect. Notwithstanding the foregoing, in no event will Kirin-Amgen sublicense the Kirin Core Technology or Amgen Core Technology to a third party without the consent of Kirin or Amgen, respectively. The goal of any license or sublicense by Kirin-Amgen of

the NM321 Technology, Amgen Core Technology and/or Kirin Core Technology in the Kirin-Amgen Territory shall be the simultaneous worldwide utilization of the NM321 Technology.

(b) Kirin Core Territory and Amgen Territory. In the event either Kirin or Amgen do not elect to commercialize NM321 Products in any country in their respective territories, they will notify Kirin-Amgen in writing and upon such notice the licenses to the NM321 Technology, and the sublicenses to Kirin Core Technology and Amgen Core Technology granted by Kirin-Amgen to Kirin or Amgen, as the case may be, in such country will terminate. Upon such termination, Kirin with respect to countries in the Amgen Territory in which Amgen has not elected to develop NM321 Products and Amgen with respect to countries in the Kirin Core Territory in which Kirin has not elected to develop NM321 Products, will have the option in their sole discretion on a country by country basis to elect to develop NM321 Products in such country or countries upon such terms and conditions as Kirin-Amgen shall determine. In the event Kirin or Amgen shall not so elect, Kirin-Amgen may license the NM321 Technology, and sublicense Kirin Core Technology and Amgen Core Technology to third parties in such country or countries. Notwithstanding the foregoing, in no event will Kirin-Amgen sublicense the Kirin Core Technology or Amgen Core Technology to a third party without the consent of Kirin or Amgen, respectively.

3. PATENTS.

3.01 Filing, Prosecution and Maintenance.

(a) Amgen Core Territory. Amgen will file and prosecute the patent applications and applications for trademarks and copyright registration, and maintain resultant patents, trademarks and copyrights, included within the NM321 Technology in the Amgen Core Territory. The associated costs and expenses will be borne by Amgen.

(b) Amgen Additional Territory and Amgen Option Territory. Kirin-Amgen will file and prosecute the patent applications and applications for trademarks and copyright registration, and maintain resultant patents, trademarks and copyrights, included

within the NM321 Technology in the Amgen Additional Territory and Amgen Option Territory. The associated costs and expenses will be borne by Kirin-Amgen.

(c) Kirin Core Territory. Kirin will file and prosecute the patent applications and applications for trademarks and copyright registration, and maintain resultant patents, trademarks and copyrights, included within the NM321 Technology in the Kirin Core Territory . The associated costs and expenses will be borne by Kirin.

(d) Kirin-Amgen Territory. Kirin-Amgen will file and prosecute the patent applications and applications for trademarks and copyright registration, and maintain resultant patents, trademarks and copyrights, included within the NM321 Technology in the Kirin-Amgen Territory. The associated costs and expenses will be borne by Kirin-Amgen.

(e) Core Technology. Kirin will file and prosecute the patent applications and applications for trademarks and copyright registration, and maintain resultant patents, trademarks and copyrights, included within the Kirin Core Technology worldwide. Kirin shall bear all costs and expenses associated therewith. Amgen will file and prosecute the patent applications and applications for trademarks and copyright registration, and maintain resultant patents, trademarks and copyrights, included within the Amgen Core Technology worldwide. Amgen shall bear all costs and expenses associated therewith.

3.02 Enforcement.

(a) Amgen Territory. Amgen will have the first right, but not the obligation, to enforce the technology included within NM321 Technology within the Amgen Territory, and payment of the associated costs and expenses will be borne as agreed between Amgen and Kirin-Amgen on a case by case basis.

(b) Kirin Core Territory. Kirin will have the first right, but not the obligation, to enforce the technology included within NM321 Technology within the Kirin Core Territory, and payment of the

associated costs and expenses will be borne as agreed between Kirin and Kirin-Amgen on a case by case basis.

(c) Kirin-Amgen Territory. Kirin-Amgen will have the first right, but not the obligation, to enforce the technology included within NM321 Technology within the Kirin-Amgen Territory, and payment of the associated costs and expenses will be borne by Kirin-Amgen.

(d) Core Technology. The responsibility for enforcement of the technology included within Kirin Core Technology worldwide will be borne by Kirin. Kirin shall bear all costs and expenses associated therewith. The responsibility for enforcement of the technology included within Amgen Core Technology worldwide will be borne by Amgen. Amgen shall bear all costs and expenses associated therewith.

3.03 Defense of NM321 Patents. Kirin-Amgen will be responsible for and control the defenses of patents and patent applications included within the NM321 Technology and bear all costs and expenses associated therewith, provided, however, Amgen and Kirin each will be responsible for and control the defenses of patents and patent applications included within the NM321 Technology and bear all costs and expenses associated therewith in Amgen Core Territory and Kirin Core Territory, respectively. As used in this Section 3.03, "defenses" shall include without limitation those involved in oppositions, interferences, revocation actions, and nullity actions.

3.04 Defense in Actions Based on Third Party Patent Infringement.

(a) Amgen Territory. Amgen will defend any suit or action claiming infringement of any third party patent right through the making, having made, using, selling or having sold NM321 Products in the Amgen Territory. Kirin-Amgen shall bear all costs and expenses associated therewith.

(b) Kirin Core Territory. Kirin will defend any suit or action claiming infringement of any third party patent right through the

making, having made, using, selling or having sold NM321 Products in the Kirin Core Territory. Kirin-Amgen shall bear all costs and expenses associated therewith.

(c) Kirin-Amgen Territory. Kirin-Amgen will defend any suit or action claiming infringement of any third party patent right through the making, having made, using, selling or having sold NM321 Products in the Kirin-Amgen Territory. Kirin-Amgen shall bear all costs and expenses associated therewith.

4. CONSISTENCY WITH SHAREHOLDERS' AGREEMENT; RATIFICATION.

4.01 Consistency. The rights and obligations of the parties with respect to this Amendment No. 10 as an expansion of Kirin-Amgen's business opportunities are otherwise consistent with the Shareholders' Agreement.

4.02 Ratification. All of the terms and conditions of the Shareholders' Agreement as amended by this Amendment No. 10 are hereby ratified and confirmed in all respects.

5. FURTHER INSTRUMENTS

5.01 Further Instruments. Each party hereto agrees to perform any and all further acts and execute and deliver any and all further instruments which may be reasonable or necessary to carry out the provisions of this Amendment No. 10 and to carry out this further business purpose of Kirin-Amgen.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their duly authorized representatives in the manner legally binding upon them.

Kirin Brewery Co., Ltd.

By: /s/ Koichiro Aramaki
Koichiro Aramaki Ph.D.
Title: President, Pharmaceutical Div.

November 28, 1996
Date

Amgen Inc.

By: /s/ K. Sharer
Kevin Sharer
Title:

December 9, 1996
Date

Kirin-Amgen, Inc.

By: /s/ Daryl Hill
Daryl Hill
Title:

December 9, 1996
Date

Exhibit 10.29

AMENDMENT NO. 11
TO SHAREHOLDERS' AGREEMENT OF KIRIN-AMGEN

AMENDMENT NO. 11 (this "Amendment") made effective as of March 20, 2000 (the "Effective Date") to the Shareholders' Agreement of Kirin-Amgen dated May 11, 1984 (as amended, the "Shareholders' Agreement") among Kirin Brewery Co., Ltd., a Japanese corporation with principal offices located at 10-1, Shinkawa 2-chome, Chuo-ku, Tokyo, 104, Japan ("Kirin"), Amgen Inc., a Delaware corporation with principal offices located at One Amgen Center Drive, Thousand Oaks, California 91320 ("Amgen") and Kirin-Amgen, Inc., a Delaware corporation with principal offices located at c/o Amgen Europe AG, Grabenhof, 6010 Kirens, Switzerland ("Kirin-Amgen").

RECITALS

WHEREAS, Kirin, Amgen and Kirin-Amgen have entered into the following agreements (collectively referred to as the "NM321 Agreements") regarding a novel growth factor that has erythropoiesis stimulating activity ("NM321" as further defined in the NM321 Agreements):

"Amendment No. 10 to Shareholder's Agreement of Kirin-Amgen" effective March 1, 1996 by and among Kirin, Amgen and Kirin-Amgen ("Amendment No. 10");

"NM321 Technology Transfer Agreement" effective March 1, 1996 by and among Kirin, Amgen and Kirin-Amgen ("Technology Transfer Agreement");

"Research, Development and Technology Disclosure Agreement: NM321" effective March 1, 1996 by and among Kirin, Amgen and Kirin-Amgen ("Research Development Agreement");

"NM321 License Agreement" effective March 1, 1996 by and between Kirin-Amgen and Kirin ("Kirin License Agreement"); and

"NM321 License Agreement" effective March 1, 1996 by and between Kirin-Amgen and Amgen ("Amgen License Agreement").

WHEREAS, during the time period from January 1, 1997 to December 31, 1999, Amgen conducted certain clinical trials and other development-related activities related to the development of NM321 Products outside the United States which development activities were not covered by the NM321 Agreements and which activities were not paid for by Kirin-Amgen ("Amgen 1997-1999 Ex-US NM321 Development Activities").

WHEREAS, the Amgen 1997-1999 Ex-US NM321 Development Activities have resulted in a significant amount of information and proprietary data whether tangible or intangible, including any and all data, pre-clinical and clinical results, techniques, discoveries, inventions, ideas, processes, know-how, patents, inventor's certificates, trade secrets and other proprietary information and any physical, chemical or biological material (including cell lines) and any replication of any part of such material (the "Amgen 1997-1999 Ex-US NM321 Data") to which Kirin-Amgen does not have rights under the NM321 Agreements.

WHEREAS, Kirin, Amgen and Kirin-Amgen have now determined that the Amgen 1997-1999 Ex-US NM321 Data is important to Kirin-Amgen's NESP development activities and

it is in the best interest of Kirin-Amgen to obtain access to the Data for use in connection with the development, manufacture, use or sale of NM321 Products in the Kirin Core Territories.

WHEREAS, from January 1, 2000 through the end of NESP development activity, Amgen intends to continue to conduct Amgen Ex-US NM321 Development Activities, which activities are likely to result in additional Amgen Ex-US NM321 Data ("Amgen 2000 Ex-US NM321 Data", "Amgen 2001 Ex-US NM321 Data", etc.) (collectively "Future Amgen Ex-US NM321 Data").

WHEREAS, Kirin, Amgen and Kirin-Amgen believe that it is in the best interest of Kirin-Amgen to have the option prior to each calendar year to acquire access to the Amgen Ex-US NM321 Data to be generated during that coming year for use in connection with the development, manufacture, use or sale of NM321 Products in the Kirin Core Territories.

WHEREAS, Kirin plans to conduct certain development activities related to NM321 outside of Japan ("Kirin Ex-Japan NM321 Development Activities"), and the parties have determined that such activities may result in proprietary data ("Kirin Ex-Japan NM321 Data") which could be beneficial to the partnership.

WHEREAS, Kirin, Amgen and Kirin-Amgen have determined that it is in the best interest of Kirin-Amgen to obtain access to the Kirin Ex-Japan NM321 Data for use in connection with the development, manufacture, use or sale of NM321 Products world-wide.

WHEREAS, the parties entered into a Binding Term Sheet by and among Kirin, Amgen and Kirin-Amgen effective as of March 20, 2000 (the "Binding Term Sheet") containing the material terms of this Agreement, and agreeing to enter into a "Definitive Agreement" as defined in the Binding Term Sheet, and the parties now wish this to be the Definitive Agreement referenced in the Binding Term Sheet.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and other good and valuable consideration, the parties agree as follows:

1. AMGEN EX-US NM321 DATA

1.01 Transfer of Data: Amgen 1997-1999 Ex-US NM321 Data.

It is agreed that Amgen will grant to Kirin-Amgen, perpetually and irrevocably, an exclusive license (within the Kirin Core Territory) to the Amgen 1997-1999 Ex-US NM321 Data for use in connection with the development, manufacture, use or sale of NM321 Products in the Kirin Core Territory as of the Effective Date hereof. Amgen retains all rights to such Data outside the Kirin Core Territory. Upon such transfer, Kirin-Amgen's interest in the Amgen 1997-1999 Ex-US NM321 Data shall be considered Research Project Technology for purposes of the NM321 Agreements; as such, the license granted to Kirin from Kirin-Amgen in the Kirin License Agreement will include rights to the Amgen 1997-1999 Ex-US NM321 Data for use in the Kirin Core Territory.

1.02 Consideration to Amgen: Amgen 1997-1999 Ex-US NM321 Data. In exchange for the license to Amgen 1997-1999 Ex-US NM321 Data as provided in Section 1.01, Kirin-Amgen will pay Amgen Seventy Five Million US Dollars (USD $75,000,000) as follows:

(a) Thirty Seven Million Five Hundred Thousand US Dollars (USD $37,500,000), which was paid to Amgen in March 2000 upon execution of the Binding Term Sheet.

(b) Thirty Seven Million Five Hundred Thousand US Dollars (USD $37,500,000) upon receipt by Amgen of all necessary regulatory approvals for, and the completion of, the first commercial sale of an NM321 Product in any country within the Amgen Additional Territory. Amgen will invoice Kirin-Amgen for this amount upon completion of such first commercial sale, and Kirin-Amgen shall pay that amount in full within 30 days of receipt of such invoice.

1.03 Option to Purchase Future Amgen Ex-US NM321 Data. Prior to each calendar year, Kirin-Amgen shall have the option to purchase an exclusive license (within the Kirin Core Territory) to the Amgen Ex-US NM321 Data for that coming year for use in connection with the development, manufacture, use or sale of NM321 Products in the Kirin Core Territory. Following the disclosure of protocols by Amgen to Kirin, and the discussion and the overall consensus on the study plan and cost by Amgen and Kirin, by August 31 of each calendar year, Amgen shall provide Kirin-Amgen with a summary description of the Ex-US NM321 Development Activities to be undertaken in the coming year. Kirin-Amgen shall then have until September 30 of that year to exercise its option to acquire (at the price determined in Section 1.04 below) a license to the Amgen Ex-US NM321 Data for that coming year. If Kirin-Amgen exercises the option, Kirin-Amgen will obtain a license to all Data for the coming year; the option does not include the right to acquire a license to less than all the Data for a particular year. Upon Kirin-Amgen's exercise of its option and payment of the determined price, Kirin-Amgen will acquire, perpetually and irrevocably, an exclusive license (within the Kirin Core Territory) to that year's Amgen Ex-US NM321 Data for use in connection with the development, manufacture, use or sale of NM321 Products in the Kirin Core Territory. Amgen would retain all rights to such Data outside the Kirin Core Territory.

Example: For year 2001, Amgen must present Kirin-Amgen with a summary description of its 2001 Ex-US NM321 Development Activities by August 31, 2000. Kirin Amgen must then elect by September 30, 2000 whether or not to exercise its option to acquire a license to the Amgen 2001 Ex-US NM321 Data. Upon exercise of such option, Kirin-Amgen shall acquire the exclusive license (within the Kirin Core Territory) to the Amgen 2001 Ex-US NM321 Data for use in connection with the development, manufacture, use or sale of NM321 Products in the Kirin Core Territory.
Note: with respect to Amgen 2000 Ex-US NM321 Data only, Amgen shall provide a description of its 2000 Ex-US Development Activities to Kirin-Amgen and Kirin-Amgen shall have thirty days from that time to make its election.

Upon Kirin-Amgen's exercise of its right to acquire a license to any Data pursuant to this Section 1.03, Kirin-Amgen's interest in any licensed Data shall be considered Research Project Technology for purposes of the NM321 Agreements; as such, the license granted to Kirin from Kirin-Amgen in the Kirin License Agreement will include rights to all such licensed Data. Regardless of Kirin-Amgen's exercise of its option with respect to any Future Amgen Ex-US

NM321 Data, Amgen retains sole authority and discretion over all aspects of the Amgen Ex-US NM321 Development Activities.

1.04 Consideration to Amgen: Future NM321 Data. In exchange for the license to use any Future Amgen Ex-US NM321 Data as provided in Section 1.03, Kirin-Amgen will pay to Amgen a price for the license to use the Data (the "Option Price"). The parties agree to negotiate in good faith the appropriate Option Price, and that such Option Price will reflect the fair market value of the use of the licensed data . The Option Price for the license to a particular year's Data shall be payable quarterly in four equal installments, each payable on or about the first day of each quarter. Both Parties agree to review the Option Price of the previous year and discuss in good faith whether to make reasonable and appropriate adjustments to the Option Price. If the Amgen Ex-US NM321 Development Activities for a particular year change substantially after the parties have agreed upon an Option Price for the license to the Data corresponding to that year's Development Activities, then, upon request by either Kirin or Amgen, the parties agree to discuss in good faith whether to make reasonable and appropriate adjustments to the Option Price.

2. KIRIN EX-JAPAN NM321 DATA

2.01 Transfer of Data. It is agreed that Kirin will transfer and assign to Kirin-Amgen, perpetually and irrevocably, all of its right, title and interest in and to the Kirin Ex-Japan NM321 Data as of the Effective Date hereof. Upon such transfer, all Kirin Ex-Japan NM321 Data shall be considered Research Project Technology for purposed of the NM321 Agreements; as such, the license granted to Amgen from Kirin-Amgen in the Amgen License Agreement will include rights to all Kirin Ex-Japan NM321 Data.

2.02 Consideration to Kirin. In exchange for the transfer of the Kirin Ex-Japan NM321 Data by Kirin in Section 2.01, Kirin shall invoice Kirin-Amgen for the transfer price as the work is performed, with such transfer price determined at the rates and the manner set forth in Section 3.05 of the Research Development Agreement, as if the Kirin Ex-Japan NM321 Development Activities had been funded by Kirin-Amgen. For costs already incurred by Kirin from January 1, 2000 to the present, if any, Kirin shall invoice Kirin-Amgen promptly, and Kirin-Amgen shall pay the transfer price within 30 days of receipt of the invoice.

3. ADJUSTMENT TO ROYALTIES

3.01 Royalties from Amgen.

(a) Adjustment to Royalty Payable on Sales in Amgen Additional Territory.

The royalty payable from Amgen to Kirin-Amgen for sales of NM321 Products in the Amgen Additional Territory shall be revised as follows (subject to adjustments provided in Article 4 of the Amgen License Agreement, as amended):

> In exchange for the license to Amgen in the Amgen Additional Territory, Amgen will pay to Kirin-Amgen a royalty equal to three percent (3%) of the Sales Value of NM321 Products sold by or on

behalf of Amgen in the Amgen Additional Territory. Amgen's royalty obligation to Kirin-Amgen in the Amgen Additional Territory shall be reduced to two percent (2%) only with respect to the aggregate cumulative Sales Value of NM321 Product sold by or on behalf of Amgen in the Amgen Additional Territory above five hundred million U.S. dollars (US$ 500,000,000).

(b) No Other Adjustment. The royalties payable by Amgen to Kirin- Amgen for sales of NM321 Products in all other Amgen Territories are not altered by this Amendment.

3.02 Rovalties from Kirin. The royalties payable by Kirin to Kirin-Amgen for sales of NM321 Products in Kirin Territories are not altered by this Amendment.

4. CONSISTENCY WITH SHAREHOLDERS' AGREEMENT; RATIFICATION; DEFINED TERMS

4.01 Consistency. The rights and obligations of the parties with respect to this Amendment No. 11 as an expansion of Kirin-Amgen's business opportunities are otherwise consistent with the Shareholders' Agreement.

4.02 Ratification. All terms and conditions of the Shareholders' Agreement as amended by this Amendment No. 11 are hereby ratified and confirmed in all respects.

4.03 Definitions. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the relevant NM321 Agreements.

5. MISCELLANEOUS

5.01 Further Instruments. Each party hereto agrees to perform any and all further acts and execute and deliver any and all further instruments which may be reasonable or necessary to carry out the provisions of this Amendment No. 11 (including without limitation, any and all reasonable or necessary amendments to the NM321 Agreements) and to carry out this further business purpose of Kirin-Amgen.

5.02 Governing Law and Severability. This Amendment shall be construed under and in accordance with, and governed in all respects by, the law of the State of California (without giving effect to principles of conflicts of law). If any provision of this Amendment is deemed invalid or unenforceable by a court of competent jurisdiction, such invalidity or enforceability shall not affect or limit the validity or enforceability of any other provision hereof.

5.03 Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together constitute one instrument.

5.04 Effect on Binding Term Sheet. Upon execution of this Amendment, this Amendment shall replace and supersede the Binding Term Sheet in its entirety.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their duly authorized representatives in the manner legally binding upon them.

Kirin Brewery Co., Ltd.

/s/ Koichiro Aramaki
By: Koichiro Aramaki Ph.D.
Title: President, Pharmaceutical Div.

June 30, 2000
Date

Amgen Inc.

/s/ Craig Brooks
By: Craig Brooks
Title: Vice President,
Asia Pacific/Latin America

June 30, 2000
Date

Kirin-Amgen, Inc.

/s/ Katsuhiko Asano
Katsuhiko Asano, Ph.D.
Chairman

June 30, 2000
Date

Exhibit 10.31

AMENDMENT N0. 1
TO
KIRIN-AMGEN, INC./AMGEN
G-CSF EUROPEAN LICENSE AGREEMENT

THIS AMENDMENT N0. 1 ("Amendment No. 1") TO THAT CERTAIN KIRIN-AMGEN, INC./AMGEN G-CSF EUROPEAN LICENSE AGREEMENT ("License Agreement"), is made and entered into this 1st day of June, 1987, by and between AMGEN INC., a Delaware corporation ("Amgen"), and KIRIN-AMGEN, INC., a California corporation ("Corporation").

R E C I T A L S

A. Amgen and Corporation have previously executed that certain License Agreement regarding G-CSF.

B. The parties desire to incorporate certain definitional changes into the License Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Article I at pages 2-3 of the License Agreement is hereby amended as follows:

"ARTICLE I

DEFINITIONS

1.01 Incorporation by Reference. Unless otherwise defined herein, capitalized terms shall have the meanings specified in that certain Company Shareholders' Agreement dated May 11, 1984, as amended ("Shareholders' Agreement"), and in that certain Research, Development, Technology Disclosure and License Agreement: PPO effective as of July 1, 1985 ("PPO Agreement").

1.04 G-CSF Products. "G-CSF Products" shall mean any product, method or system for human pharmaceutical use which contains G-CSF as its single primary element.

1.05 G-CSF Technology. "G-CSF Technology" shall mean all G-CSF technical information whether tangible or intangible, including any and all data, pre-clinical and clinical results, techniques, discoveries, inventions, ideas, processes, know-how, patents, inventor's certificates, trade secrets and other proprietary information, and any physical, chemical or biological material (including cell lines) and any replication of any part of any such material.

1.08 G-CSF. "G-CSF" shall mean a glycosylated or nonglycosylated molecule consisting of the linear array of amino acids attached as Exhibit "A" hereto or any variation thereof consisting of additions, deletions or substitutions of up to ten amino acids, and shall include the definition of PPO as set forth in the PPO Agreement."

2. Except to the extent as provided herein, the provisions of the License Agreement, as amended, are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 1 to be executed as of the first day written above .

AMGEN INC., a Delaware corporation

By /s/ George B. Rathmann
George B. Rathmann, President

"Amgen"

KIRIN-AMGEN, INC., a California corporation

By /s/ Y. Yamamoto
Yashushi Yamamoto, Chairman

"Corporation"

```
                                    G-CSF
                                 ------------

A              Amino acids [23-30]  Lys   Ile   Gln   Gly   Asp  Gly   Ala   Ala

               mRNA                 AAG AUC CAG GGC GAU GGC GCA GCG

               Probes [24-23 mers]  TTC TAC GTC CCT CTA CCT GGT CG

B -12  -10
ELU TRP HIS SER ALA LEU TRP THR VAL GLN GLU   ALA THR PRO LEU
CIG TGG CAC AGI GIA CIC TGG ACR GIG CAG GAA GCC ACC CCC   CIG

10
ALY PRO ALA SER SER LEU PRO GLN SER PHE LEU LEU LYS CYS LEU
GGC CCT GCC AGC TCC CTG CCC CAG AGC TTC CTG CTC AAG TGC TTA

20            30              phe
ALU GLN VAL ARG LYS ILE GLN GLY ASP GLY ALA ALA LEU GLN GLN
GAG CAA GTG AGG AAG ATC CAG GGC GAT GGC GCA GCG CTC CAG GAG

     gly
LYS LEU CYS ALA THR TYR LYS LEU CYS HIS PRO GLU GLU LEU VAL
AAG CTG TGT GCC ACC TAC AAG CTG TGT CAC CCC GAG GAG CTG GTG

50                         60
LEU LEU GLY HIS SER LEU GLY ILE PRO TRP ALA PRO LEU SER SER
CTG CTC GGA CAC TCT CTG GGC ATC CCC TGG GCT CCC CTG AGC AGC

         70
CYS PRO SER GLN ALA LEU GLN LEU ALA GLY CYS LEU SER GLN LEU
TGC CCC AGC CAG GCC CTG CAG CTG GCA GGC TGC TTG AGC CAA CTC

80                      90
HIS SER GLY LEU PHE LEU TYR GLN GLY LEU LEU GLN ALA LEU GLN
CAT AGC GGC CTT TTC CTC TAC CAG GGG CTC CTG CAG GCC CTG GAA

                  100
GLY ILE SER PRO GLU LEU GLY PRO THR LEU ASP THR LEU GLN LEU
GGG ATC TCC CCC GAG TTG GGT CCC ACC TTG GAC ACA CTG CAG CTG

110                                  120
ASP VAL ALA ASP PHE ALA THR   THR ILE TRP GLN GLN MET GLU GLU
GAC GTC GCC GAC TTT GCC ACC ACC ATC TGG CAG CAG ATG GAA GAA

               130
LEU GLY MET ALA PRO ALA LEU GLN PRO THR GLN GLY ALA MET PRO
CTG GGA ATG GCC CCT GCC CTG CAG CCC ACC CAG GGT GCC ATG CCG

  140                            150
ALA PHE ALA SER ALA PHE GLN ARG ARG ALA GLY GLY VAL LEU VAL
GCC TTC GCC TCT GCT TTC CAG CGC CGG GCA GGA GGG GTC CTG GTT

                        160
ALA SER HIS LEU GLN SER PHE LEU GLU VAL SER TYR ARG VAL LEU
GCC TCC CAT CTG CAG AGC TTC CTG GAG GTG TCG TAC CGC GTT CTA

  170               174
ARG HIS LEU ALA GLN PRO OP
CGC CAC CTT GCC CAG CCC TGA  GCCAAGCCCTCCCCATCCCATGTATTTATCT

CTATTTAATATTTATGTCTATTTAAGCCTCATATTTAAAGACAGGGAAGAGCAGAACGG

AGCCCCAGGCCTCTGTGTCCTTCCCTGCATTTCTGAGTTTCATTCTCCTGCCTGTAGCA

GTGAGAAAAAGCTCCTGTCCTCCCATCCCCTGGACTGGGAGGTAGATAGGTAAATACCA

AGTATTTATTACTATGACTGCTCCCCAGCCCTGGCTCTGCAATGGGCACTGGGATGAGC

CGCTGTGAGCCCCTGGTCCTGAGGGTCCCCACCTGGGACCCTTGAGAGTATCAGGTCTC

CCACGTGGGAGACAAGAAATCCCTGTTTAATATTTAAACAGCAGTGTTCCCCATCTGGG

TCCTTGCACCCCTCACTCTGGCCTCAGCCGACTGCACAGCGGCCCCTGCATCCCCTTGG

CTGTGAGGCCCCTGGACAAGCAGAGGTGGCCAGAGCTGGGAGGCATGGCCCTGGGGTCC

CACGAATTTGCTGGGGAATCTCGTTTTTCTTCTTAAGACTTTTGGGACATGGTTTGACT

CCCGAACATCACCGACGTGTCTCCTGTTTTTCTGGGTGGCCTCGGGACACCTGCCCTGC

CCCCACGAGGGTCAGGACTGTGACTCTTTTTAGGGCTAGGCAGGTGCCTGGACATTTGC
```

CTTGCTGGACGGGGACTGGGGATGTGGGAGGGAGCAGACAGGAGGAATCATGTCAGGCC

TGTGTGTGAAAGGAAGCTCCACTGTCACCCTCCACCTCTTCACCCCCCACTCACCAGTG

TCCCCTCCACTGTCACATTGTAACTGAACTTCAGGATAATAAAGTGTTTGCCTCCAA

EXHIBIT "A"

Exhibit 10.32

AMENDMENT NO. 2
TO
KIRIN-AMGEN, INC./AMGEN
G-CSF EUROPEAN LICENSE AGREEMENT

THIS AMENDMENT NO. 2 ("Amendment No. 2") TO THAT CERTAIN KIRIN-AMGEN, INC./AMGEN G-CSF EUROPEAN LICENSE AGREEMENT ("License Agreement"), is made and entered into this 15th day of March, 1988, by and between AMGEN INC., a Delaware corporation ("Amgen"), and KIRIN-AMGEN, INC., a California corporation ("Corporation").

R E C I T A L S

A. Amgen and Corporation have previously executed that certain License Agreement regarding G-CSF and Amendment No. 1

B. The parties desire to incorporate certain changes into the License Agreement pursuant to this Amendment No . 2.

NOW, THEREFORE, it is agreed as follows:

1. Article II, Section 2.03(c) at page 5 of the License Agreement is hereby amended as follows:

"1) $500,000 (U.S.) - Demonstration of the utility of G-CSF as an adjunct to chemotherapy.

2) $500,000 (U.S.) - Finalization of Phase III protocol and completion of investigators meeting.

3) $500,000 (U.S.) - Due on 30 days after the filing of Registration in any country in the Territory, provided such filing has not been rejected within the intervening period. If the filing is rejected within the intervening period, the amount will become due upon filing the corrected Registration."

2. Except to the extent as provided herein, the provisions of the License Agreement, as amended, are hereby ratified and confirmed in all respects.

In WITNESS WHEREOF, the undersigned have caused this Amendment No. 2 to be executed as of the first day written above.

AMGEN INC.,
a Delaware corporation

By /s/ George B. Rathmann

George B. Rathmann, President
"Amgen"

KIRIN -AMGEN, INC.,
a California corporation

By /s/ Y. Yamamoto

Yashushi Yamamoto, Chairman
"Corporation"

[LETTERHEAD OF KIRIN]

April 1, 1988

Mr. Robert D. Weist
Senior Vice President
Amgen, Inc.
1900 Oak Terrace Lane
Thousand Oaks, CA 91320
U.S.A.

Dear Bob:

As per your request, we will send you by faxcimile a copy of letter agreement for G-CSF registration milestone amendment with Dr. Yamamoto's signature.

We will send you the original letter by separate mail.

Formal documentation should be executed at the coming Board of Directors Meeting on April 15, 1988.

Sincerely yours,

/s/ Toshikazu Doi

Toshikazu Doi
Pharmaceuticals Dept.

cc: Mr. G. Binder
Mr. L. Sears
Mr. K. Aramaki

Amgen and Kirin agree that Section 2.03(c) of the G-CSF European License Agreement between Kirin-Amgen and Amgen should be amended so that the milestone be payable as follows:

1) $500,000 (U.S.) - Demonstration of the utility of G-CSF as an adjunct to chemotherapy.

2) $500,000 (U.S.) - Finalization of Phase III protocol and completion of investigators meeting.

3) $500,000 (U.S.) - Due on 30 days after the filing of Registration in any country in the Territory, provided such filing has not been rejected within the intervening period. If the filing is rejected within the intervening period, the amount will become due upon filing the corrected Registration.

/s/ George B. Rathmann

George B. Rathmann, Amgen Inc.

/s/ Y. Yamamoto

Kirin Brewery Company, Ltd.

Exhibit 10.33

AMENDMENT NO. 3
TO
KIRIN-AMGEN, INC./AMGEN
G-CSF EUROPEAN LICENSE AGREEMENT

THIS AMENDMENT N0. 3 ("Amendment No. 3") TO THAT CERTAIN KIRIN-AMGEN, INC./AMGEN G-CSF EUROPEAN LICENSE AGREEMENT ("License Agreement"), is made and entered into this 20th day of October, 1988, by and between AMGEN INC., a Delaware corporation ("Amgen"), and KIRIN-AMGEN, INC., a California corporation ("Corporation").

R E C I T A L S

A. Amgen and Corporation have previously executed that certain License Agreement regarding G-CSF and Amendment Nos. 1 and 2.

B. The parties desire to incorporate certain changes into the License Agreement pursuant to this Amendment No. 3.

NOW, THEREFORE, it is agreed as follows:

1. Article I, Section 1.08 at page 3 of the License Agreement is hereby deleted and the following substituted in lieu thereof:

> "Sales Value. `Sales Value' shall mean the amount billed by Amgen or an affiliate from the sale for commercial use of G-CSF Products to independent third parties less the following amounts included in the billed amount: (i) discounts, including cash discounts, or rebates actually allowed or granted from the billed amount, (ii) credits or allowances actually granted upon claims or returns regardless of the party requesting the return, (iii) freight charges paid for delivery, and (iv) taxes or other government charges levied on or measured by the billed amount whether absorbed by the billing or the billed party."

2. Exhibit "A" attached hereto listing the countries of Europe which comprise the Territory of Europe shall be substituted in lieu of the map of the Territory of Europe attached as Exhibit "A" to the License Agreement.

3. Except to the extent as provided herein, the provisions of the License Agreement, as amended, are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 3 to be executed as of the first day written above.

AMGEN INC.,
a Delaware corporation

By /s/ George B. Rathmann

George B. Rathmann, President
"Amgen"

KIRIN-AMGEN, INC.,
a California corporation

By /s/ Yashushi Yamamoto

Yashushi Yamamoto, Chairman
"Corporation"

COUNTRIES COMPRISING THE TERRITORY OF EUROPE

EXHIBIT "A"

Exhibit 10.34

AMENDMENT NO. 4
TO
KIRIN-AMGEN, INC./AMGEN
G-CSF EUROPEAN LICENSE AGREEMENT

THIS AMENDMENT NO. 4 ("Amendment No. 4") TO THAT CERTAIN KIRIN-AMGEN, INC./AMGEN G-CSF EUROPEAN LICENSE AGREEMENT ("License Agreement"), is made and entered into this 29/TH/ day of December, 1989, by and between AMGEN INC., a Delaware corporation ("Amgen") and KIRIN-AMGEN, INC., a California corporation ("Corporation").

R E C I T A L S

A. Amgen and Corporation have previously executed that certain License Agreement regarding G-CSF and Amendment Nos. 1, 2 and 3.

B. The parties desire to incorporate certain changes into the License Agreement pursuant to this Amendment No. 4.

NOW, THEREFORE, it is agreed as follows:

1. Article II, Section 2.03(d) and (e) at page 5 of the License Agreement are hereby deleted and the following substituted in lieu thereof:

"(d) $3,000,000 (U.S.) -- Filing of a Product Licensing Application in the United States."

2. Except to the extent as provided herein, the provisions of the License Agreement, as amended, are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 4 to be executed as of the first day written above.

AMGEN INC., a Delaware corporation

By /s/ Gordon M. Binder
Gordon M. Binder, Chief Executive Officer

"Amgen"

KIRIN-AMGEN, INC., a California corporation

By /s/ Y. Yamamoto
Yashushi Yamamoto, Chairman

"Corporation"

EXHIBIT 10.40

KINETIX PHARMACEUTICALS, INC.

AMENDED AND RESTATED 1997 EQUITY INCENTIVE PLAN

1. Purpose

The purpose of the Kinetix Pharmaceuticals, Inc. Amended and Restated 1997 Equity Incentive Plan (the "Plan") is to attract and retain key employees and consultants of the Company and its Affiliates, to provide an incentive for them to achieve long-range performance goals, and to enable them to participate in the long-term growth of the Company by granting Awards with respect to the Company's Common Stock. The Plan is being amended and restated as provided herein, effective as of immediately prior to the Closing (as defined in the Merger Agreement) of the Merger, pursuant to the Agreement and Plan of Merger by and among the Company, Amgen Inc. ("Amgen") and Amgen Acquisition Corp. II, a wholly owned subsidiary of Amgen ("Merger Sub"), dated October 16, 2000 (the "Merger Agreement"), which provides for the merger of Merger Sub with and into the Company (the "Merger") on or prior to January 31, 2001. The acceleration of the vesting of any unvested portions of Awards held by Dr. Nicholas Lydon, Dr. David Armistead, Nancy Stuart, Dr. Jeffrey Hsi, Dr. David Stover, and any other "disqualified individual" as provided under Section 280G of the Code, pursuant to Section 7(e) hereof, as amended, is subject to the approval of holders of capital stock of the Company owning more than 75% of the voting power of all the outstanding capital stock of the Company immediately before the Merger in accordance with Section 280G(b)(5)(b) of the Code.

2. Administration

The Plan shall be administered by the Committee. The Committee shall select the Participants to receive Awards and shall determine the terms and conditions of the Awards. The Committee shall have authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the operation of the Plan as it shall from time to time consider advisable, and to interpret the provisions of the Plan. The Committee's decisions shall be final and binding. To the extent permitted by applicable law, the Committee may delegate to one or more executive officers of the Company the power to make Awards to Participants and all determinations under the Plan with respect thereto, provided that the Committee shall fix the maximum amount of such Awards for all such Participants and a maximum for any one Participant.

3. Eligibility

All employees and consultants of the Company or any Affiliate capable of contributing significantly to the successful performance of the Company, other than a person who has irrevocably elected not to be eligible, are eligible to be Participants in the Plan. Incentive Stock Options may be granted only to persons eligible to receive such Options under the Code.

4. Stock Available for Awards

(a) Amount. Subject to adjustment under subsection (b), Awards may be made under the Plan for up to 10,144,483 shares of Common Stock. If any Award expires or is terminated unexercised or is forfeited or settled in a manner that results in fewer shares outstanding than were awarded, the shares subject to such Award, to the extent of such expiration, termination, forfeiture or decrease, shall again be available for award under the Plan. Common Stock issued through the assumption or substitution of outstanding grants from an acquired company shall not reduce the shares available for Awards under the Plan. Shares issued under the Plan may consist in whole or in part of authorized but unissued shares or treasury shares.

(b) Adjustments Upon Certain Transactions. In the event that any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), recapitalization, reclassification, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the asserts of the Company, or exchange of Common Stock or other securities of the Company (other than pursuant to the conversion of convertible securities), issuance of warrants or other rights to purchase Common Stock or other securities of the Company, or other similar corporate transaction or event, in the Committee's sole discretion, affects the Common Stock, such that an adjustment is determined by the Committee to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or with respect to Awards, then the Committee shall (subject in the case of Incentive Stock Options to any limitation required under the Code), in such manner as it may deem equitable, may make the following adjustments to the Plan and with respect to any or all of the outstanding Awards:

(1) the number and kind of shares of Common Stock (or other securities or property) with respect to which Awards may be granted under the Plan (including, but not limited to, adjustments of the limitations in paragraph 4(a) on the maximum number),

(2) the number and kind of shares of Common Stock (or other securities or property) subject to outstanding Awards, including by providing, either by the terms of such Awards or by action taken prior to the occurrence of such transaction or event, that upon such event, such Award shall be assumed by a successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar Awards covering the stock of a successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices, and

(3) the grant or exercise price with respect to any Award.

(c) Effect of Adjustments. Any adjustments made by the Committee under paragraphs 4(b)(1) and 4(b)(2) shall be final, binding and conclusive on all persons.

5. Stock Options

(a) Grant of Options. Subject to the provisions of the Plan, the Committee may grant options ("Options") to purchase shares of Common Stock complying with the requirements of Section 422 of the Code or any successor provision and any regulations thereunder ("Incentive Stock Options") and (ii) not intended to comply with such requirements ("Nonstatutory Stock Options"). The Committee shall determine the number of shares subject to each Option and the exercise price therefor, which in the case of Incentive Stock Options shall not be less than 100% of the Fair Market Value of the Common Stock on the date of grant. No Incentive Stock Option may be granted hereunder more than ten years after the effective date of the Plan.

(b) Terms and Conditions. Each Option shall be exercisable at such times and subject to such terms and conditions as the Committee may specify in the applicable grant or thereafter. The Committee may impose such conditions with respect to the exercise of Options, including conditions relating to applicable federal or state securities laws, as it considers necessary or advisable.

(c) Payment. Payment for shares to be delivered pursuant to any exercise of an Option may be made in whole or in part in cash or, to the extent permitted by the Committee at or after the grant of the Option, by delivery of a note or other commitment satisfactory to the Committee or shares of Common Stock owned by the optionee, including Restricted Stock, or by retaining shares otherwise issuable pursuant to the Option, in each case valued at their Fair Market Value on the date of delivery or retention, or such other lawful consideration as the Committee may determine.

6. Restricted Stock

(a) Grant of Restricted Stock. Subject to the provisions of the Plan, the Committee may grant shares of Common Stock subject to forfeiture ("Restricted Stock") and determine the duration of the period (the "Restricted Period") during which, and the conditions under which, the shares may be forfeited to the Company and the other terms and conditions of such Awards. Shares of Restricted Stock may be issued for no cash consideration, such minimum consideration as may be required by applicable law or such other consideration as the Committee may determine.

(b) Restrictions. Shares of Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered, except as permitted by the Committee, during the Restricted Period. Shares of Restricted Stock shall be evidenced in such manner as the Committee may determine. Any certificates issued in respect of shares of Restricted Stock shall be registered in the name of the Participant and unless otherwise determined by the Committee, deposited by the Participant, together with a stock power endorsed in blank, with the Company. At the expiration of the Restricted Period, the Company shall deliver such certificates to the Participant or if the Participant has died, to the Participant's Designated Beneficiary.

7. General Provisions Applicable to Awards

(a) Documentation. Each Award under the Plan shall be evidenced by a writing delivered to the Participant specifying the terms and conditions thereof and containing such other terms and conditions not inconsistent with the provisions of the Plan as the Committee considers necessary or advisable to achieve the purposes of the Plan or to comply with applicable tax and regulatory laws and accounting principles.

(b) Committee Discretion. Each type of Award may be made alone, in addition to or in relation to any other Award. The terms of each type of Award need not be identical, and the Committee need not treat Participants uniformly. Except as otherwise provided by the Plan or a particular Award, any determination with respect to an Award may be made by the Committee at the time of grant or at any time thereafter.

(c) Dividends and Cash Awards. In the discretion of the Committee, any Award under the Plan may provide the Participant with (i) dividends or dividend equivalents payable currently or deferred with or without interest and (ii) cash payments in lieu of or in addition to an Award.

(d) Termination of Employment. The Committee shall determine the effect on an Award of the disability, death, retirement or other termination of employment of a Participant and the extent to which, and the period during which, the Participant's legal representative, guardian or Designated Beneficiary may receive payment of an Award or exercise rights thereunder.

(e) Change in Control.

(1) Notwithstanding anything to the contrary in this Plan, in the event of a Change in Control (as hereinafter defined), then, to the extent permitted by applicable law: (i) the time during which Awards become vested shall automatically be accelerated so that the unvested portions of all Awards shall be vested prior to the Change in Control and (ii) the time during which the Options may be exercised shall automatically be accelerated to immediately prior to the Change in Control. Upon and following the acceleration of the vesting and exercise periods, the Award may be: (x) exercised (with respect to Options) or, if the surviving or acquiring corporation agrees to assume the Awards or substitute similar stock awards, (y) assumed; or (z) replaced with substitute stock awards. Options not exercised, substituted or assumed prior to or upon the Change in Control shall be terminated.

(2) For purposes of the Plan, subject to Section 7(e)(3) below, a "Change of Control" shall be deemed to have occurred at any of the following times:

(i) upon 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 its Affiliates, or any employee benefit plan of the Company or 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) at the time individuals who, as of the Effective Time, 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 the Effective Time, 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) immediately prior to 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) the occurrence of any other event which the Incumbent Board in its sole discretion determines constitutes Change of Control.

(3) For purposes of any Award granted pursuant to (S)6(e) of the Merger Agreement, a "Change of Control" shall not be deemed to have occurred upon the Closing of the Merger or the Upstream Merger (as defined in the Merger Agreement) or as a result of any transaction or event contemplated in the Merger Agreement.

(f) Loans. The Committee may authorize the making of loans or cash payments to Participants in connection with the grant or exercise of any Award under the Plan, which loans may be secured by any security, including Common Stock, underlying or related to such Award (provided that the loan shall not exceed the Fair Market Value of the security subject to such Award), and which may be forgiven upon such terms and conditions as the Committee may establish at the time of such loan or at any time thereafter.

(g) Withholding Taxes. The Participant shall pay to the Company, or make provision satisfactory to the Committee for payment of, any taxes required by law to be withheld in respect of Awards under the Plan no later than the date of the event creating the tax liability. In the Committee's discretion, such tax obligations may be paid in whole or in part in shares of Common Stock, including shares retained from the Award creating the tax obligation, valued at

their Fair Market Value on the date of delivery, but in no event greater than the amount of the Company's minimum statutory withholding rates for federal, state, local and foreign tax purposes and for payroll taxes that are applicable to supplemental taxable income. The Company and its Affiliates may, to the extent permitted by law, deduct any such tax obligations from any payment of any kind otherwise due to the Participant.

(h) Foreign Nationals. Awards may be made to Participants who are foreign nationals or employed outside the United States on such terms and conditions different from those specified in the Plan as the Committee considers necessary or advisable to achieve the purposes of the Plan or to comply with applicable laws.

(i) Amendment of Award. The Committee may amend, modify or terminate any outstanding Award, including substituting therefor another Award of the same or a different type, changing the date of exercise or realization and converting an Incentive Stock Option to a Nonstatutory Stock Option, provided that the Participant's consent to such action shall be required if the action, taking into account any related action, would adversely affect the Participant.

(j) Qualified Domestic Relations Orders.

(1) Anything in the Plan to the contrary notwithstanding, rights under Awards may be assigned to an Alternate Payee to the extent that a QDRO so provides. (The terms "Alternate Payee" and "QDRO" are defined in paragraph 12(c) below.) The assignment of an Award to an Alternate Payee pursuant to a QDRO shall not be treated as having caused a new grant. If an Award is assigned to an Alternate payee, the Alternate Payee generally has the same rights as the grantee under the terms of the Plan; provided however, that (i) the Award shall be subject to the same vesting terms and exercise period as if the Award were still held by the grantee, and (ii) an Alternate Payee may not transfer an Award.

(2) In the event of the Plan administrator's receipt of a domestic relations order or other notice of adverse claim by an Alternate Payee of a grantee 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 grantee and Alternate Payee. A grantee's ability to exercise an Award may be barred if the Plan administrator received a court order directing the Plan administrator not to permit exercise.

(3) The word "QDRO" as used in the Plan shall mean a court order (i) that creates or recognizes the right of the spouse, former spouse or child (an "Alternate Payee") 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 administrator of the Plan 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 Plan is not a plan described in section 3(3) of ERISA.

8. Certain Definitions

"Affiliate" means any business entity in which the Company owns directly or indirectly 50% or more of the total voting power or has a significant financial interest as determined by the Committee.

"Award" means any Option or Restricted Stock granted under the Plan.

"Board" means the Board of Directors of the Company.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor law.

"Committee" means one or more committees each comprised of not less than two members of the Board appointed by the Board to administer the Plan or a specified portion thereof. In the event no such Committee is appointed, then "Committee" means the Board.

"Common Stock" or "Stock" means the Common Stock, $0.001 par value, of the Company.

"Company" means Kinetix Pharmaceuticals, Inc., a Delaware corporation.

"Designated Beneficiary" means the beneficiary designated by a Participant, in a manner determined by the Committee, to receive amounts due or exercise rights of the Participant in the event of the Participant's death. In the absence of an effective designation by a Participant, "Designated Beneficiary" means the Participant's estate.

"Fair Market Value" means, with respect to Common Stock or any other property, the fair market value of such property as determined by the Committee in good faith or in the manner established by the Committee from time to time.

"Participant" means a person selected by the Committee to receive an Award under the Plan.

9. Miscellaneous

(a) No Right To Employment. Nothing in the Plan or any instrument executed or Award granted pursuant thereto shall confer upon any eligible employee, consultant, optionee or holder of Awards under the Plan any right to continue in the employ of the Company or any Affiliate or to continue acting as a consultant or shall affect the right of the Company or any Affiliate to terminate the employment or consulting relationship of any eligible employee, consultant, optionee or holder of Awards under the Plan with or without cause, at any time and with or without notice. In the event that a holder of Awards under the Plan is permitted or otherwise entitled to take a leave of absence, the Company shall have the unilateral right to (i) determine whether such leave of absence will be treated as a termination of employment or relationship as consultant for purposes hereof, and (ii) suspend or otherwise delay the time or

times at which exercisability or vesting would otherwise occur with respect to any outstanding Awards under the Plan.

(b) No Rights As Stockholder. Subject to the provisions of the applicable Award, no Participant or Designated Beneficiary shall have any rights as a stockholder with respect to any shares of Common Stock to be distributed under the Plan until he or she becomes the holder thereof. A Participant to whom Common Stock is awarded shall be considered the holder of the Stock at the time of the Award except as otherwise provided in the applicable Award.

(c) Effective Date. The original Plan was approved by the stockholders of the Company and was effective as of February 7, 1997. The Amended and Restated Plan shall be effective immediately prior to the Closing of the Merger.

(d) Amendment of Plan. The Board may amend, suspend or terminate the Plan or any portion thereof at any time, subject to such stockholder approval as the Board determines to be necessary or advisable to comply with any tax or regulatory requirement.

(e) Governing Law. The provisions of the Plan shall be governed by and interpreted in accordance with the laws of Delaware.

Exhibit 10.42

AMENDMENT NO. 6
TO
SHAREHOLDERS' AGREEMENT
OF
KIRIN-AMGEN, INC.

THIS AMENDMENT NO. 6 ("Amendment No. 6") TO THAT CERTAIN SHAREHOLDERS' AGREEMENT, OF KIRIN-AMGEN, INC., dated May 11, 1984, as previously amended ("Shareholders' Agreement"), is made and entered into this 1st day of June, 1987, by and among KIRIN BREWERY, CO., LTD., a Japanese corporation ("Kirin"), AMGEN INC., a Delaware corporation ("Amgen"), and KIRIN-AMGEN, INC., a California corporation ("Corporation").

R E C I T A L S

A. Kirin and Amgen have previously entered into certain agreements and understandings ("Prior Agreements") regarding G-CSF (having been previously sometimes referred to as "PPO") and hereby acknowledge and reconfirm that on and after July 1, 1986, Corporation had the obligation to fund all development costs of the G-CSF Technology.

B. Kirin and Amgen have assigned and transferred to Corporation all of their right, title and interest in and to the G-CSF (PPO) technology effective as of and pursuant to certain transfer agreements dated July 1, 1986.

C. The parties have made certain business agreements regarding the further development of G-CSF (PPO) and wish to formalize said agreements.

NOW, THEREFORE, it is agreed as follows:

1. The research and development performed by Amgen on behalf of Corporation with respect to G-CSF (PPO) pursuant to the Prior Agreements, shall, from the effective date of that certain Development Agreement between Amgen and Amgen Clinical Partners, L.P., dated June 1, 1987, be conducted in connection with uses of G-CSF other than in the Field of Activity as defined in the Glossary attached thereto. Subject to Amgen's rights under that certain G-CSF European License Agreement dated December 30, 1986, and Kirin's rights under that certain G-CSF Japanese License Agreement dated June 1, 1987, Corporation shall have all rights with respect to such research and development outside of such Field of Activity (as defined in the Glossary attached to the Development Agreement).

2. Except to the extent as provided herein, the provisions of the Shareholders' Agreement, as amended, are hereby ratified and confirmed in all respects:

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 6 to be executed as of the first day written above.

KIRIN BREWERY CO., LTD., a Japanese corporation

By /s/ Y. Yamamoto
Yashushi Yamamoto,
Senior Managing Director

"Kirin"

AMGEN INC., a Delaware corporation

By /s/ George B. Rathmann
George B. Rathmann, President

"Amgen"

KIRIN-AMGEN, INC., a California corporation

By /s/ Y. Yamamoto
Yashushi Yamamoto, Chairman

"Corporation"

Exhibit 10.43

AMENDMENT NO. 7

To

SHAREHOLDERS' AGREEMENT
OF
KIRIN-AMGEN, INC.,

THIS AMENDMENT NO. 7 ("Amendment No. 7") TO THAT CERTAIN SHAREHOLDERS' AGREEMENT OF KIRIN-AMGEN, INC., dated May 11, 1984, as previously amended ("Shareholders' Agreement"), is made and entered into this 17th day of July, 1987, and is made effective as of April 1, 1987, by and among KIRIN BREWERY, CO., LTD., a Japanese corporation ("Kirin"), AMGEN INC., a Delaware corporation ("Amgen"), and KIRIN-AMGEN, INC., a California corporation ("Corporation").

R E C I T A L

The parties desire to memorialize their intent to make changes to certain agreements and understandings previously entered into regarding the payment of EPO and G-CSF clinical and non-clinical expenses.

From and after April 1, 1987, Kirin and Amgen (and not Corporation) shall each pay one-half (1/2) of the total clinical expenses incurred for EPO and G-CSF for Japan and the United States.

2. NON-CLINICAL EXPENSES

Corporation has requested that Kirin arrange and guarantee a credit facility with Mitsubishi Bank, Ltd. to pay for non-clinical expenses incurred by Corporation for EPO and G-CSF. Corporation is hereby authorized and directed to take such steps as are reasonable and necessary to assist in arranging the credit facility, including but not limited to, the issuance of the letter to Kirin attached hereto as Exhibit "A" requesting it to arrange the credit facility for Corporation and to guarantee the same. Corporation shall also present to the Board of Directors the credit facility loan documentation for formal approval.

3. Except to the extent as provided herein, the provisions of the Shareholders' Agreement, as amended, are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 7 to be executed as of the first day written above.

KIRIN BREWERY CO., LTD., a Japanese corporation

By /s/ Y. Yamamoto
Yashushi Yamamoto
Senior Managing Director

"Kirin"

AMGEN INC.,
a Delaware corporation

By /s/ George B. Rathman
George B. Rathmann, President

"Amgen"

KIRIN-AMGEN, INC., a California corporation

By /s/ Y. Yamamoto
Yashushi Yamamoto, Chairman

"Corporation"

Exhibit 10.44

AMENDMENT NO. 8
TO
SHAREHOLDERS' AGREEMENT
OF
KIRIN-AMGEN, INC.

THIS AMENDMENT NO. 8 TO SHAREHOLDERS' AGREEMENT OF KIRIN-AMGEN, INC., a Delaware corporation ("K-A") ("Amendment No. 8"), dated May 28, 1993, and made effective as of November 13, 1990, is made and entered into by and among KIRIN BREWERY, CO., LTD., a Japanese corporation ("Kirin"), AMGEN INC., a Delaware corporation ("Amgen"), and K-A.

RECITALS

A. The parties hereto are parties to that certain Shareholders' Agreement of K-A dated May 11, 1984, as amended ("Shareholders' Agreement").

B. The parties hereto have entered into various agreements with each other and third parties with respect to the glycoprotein molecule consisting of the amino acid sequence of granulocyte-colony stimulating factor or "G-CSF," as such agreements are more particularly described below.

C. The parties have benefitted from their relationship with respect to G-CSF and desire to adopt this Amendment No. 8 to clarify their agreements and understandings with respect to G-CSF and the payment of royalties on the commercial sale of G-CSF products ("G-CSF Products") throughout the world.

D. Pursuant to that certain Agreement by and between Sloan-Kettering Institute for Cancer Research ("SKI") and Amgen dated February 12, 1986, as amended ("SKI Agreement"), K-A is defined as an affiliate of Amgen thereunder.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Royalties for G-CSF Product Sales in the United States.

a. Acknowledgements. The parties hereto acknowledge the following:

(1) Pursuant to that certain G-CSF United States License Agreement dated June 1, 1987, by and between K-A and Amgen, as amended ("G-CSF United States License Agreement"), Amgen is obligated to pay to K-A royalties on the Sales Value (as defined therein) of G-CSF Products in the United States equal to between zero percent (0%) and five percent (5%).

(2) Pursuant to that certain Agreement dated February 12, 1986, by and between Sloan-Kettering Institute for Cancer Research, a not-for-profit corporation of the State of New York ("SKI"), and Amgen, as amended ("SKI Agreement"), as further amended by that certain Amendment No. 2 to the SKI Agreement dated November 13, 1990, by and between SKI and Amgen (together with the SKI Agreement, collectively, "Amended SKI Agreement"), Amgen is obligated to pay to SKI royalties on the Net Sales (as defined therein) of G-CSF Products in the United States each year equal to three percent (3%) of such Net Sales in excess of three hundred and fifty million dollars ($350,000,000) (which royalties may be reduced as provided in the Amended SKI Agreement in the event that Amgen pays royalties with respect to the sale of such G-CSF Products in such territory to a third party or parties based upon the patent rights of such third party or parties.

(3) Pursuant to the G-CSF United States License Agreement, (a) K-A is obligated to bear responsibility for royalties payable by Amgen to SKI pursuant to the Amended SKI Agreement for sales of G-CSF Products in the United States, up to five percent (5%), and (b) Amgen is obligated to bear responsibility for all such royalties in excess of five percent (5%).

(4) In addition to the royalties described above, the Amended SKI Agreement requires Amgen to pay to SKI two milestone payments of ten million dollars ($10,000,000) and fifteen million dollars ($15,000,000), respectively, upon the occurrence of the events described in the Amended SKI Agreement, subject to the terms set forth therein.

b. Understandings and Agreements. It is understood and hereby agreed to by the parties that Amgen shall have satisfied its obligations under the G-CSF United States License Agreement with respect to the royalties payable by Amgen to K-A on sales of G-CSF Products in the United States, and K-A shall have satisfied its obligations under the G-CSF United States License Agreement with respect to the royalties payable by K-A to SKI on sales of G-CSF Products in the United states, if Amgen shall pay directly to SKI the royalties required to be paid by Amgen to SKI under the Amended SKI Agreement with respect to sales of G-CSF Products in the United States.

2. Royalties for G-CSF Product Sales in Japan.

a. Acknowledgements. The parties hereto acknowledge the following:

(1) Pursuant to the G-CSF Japanese License Agreement dated June 1, 1987, by and between K-A and Kirin, as amended (the "G-CSF Japanese License Agreement"), Kirin is obligated to pay to K-A royalties on the Sales Value (as defined therein) of G-CSF Products in Japan equal to between zero percent (0%) and five percent (5%).

(2) Pursuant to the Amended SKI Agreement, Amgen is obligated to pay to SKI royalties equal to five percent (5%) of Net Sales (as defined therein) of G-CSF Products in Japan (which royalties may be reduced as provided in the Amended SKI Agreement in the event that Amgen pays to a third party or parties based upon the patent rights of such third party or parties).

(3) Pursuant to the G-CSF Japanese License Agreement, K-A is obligated to bear responsibility for all royalties payable by Amgen to SKI pursuant to the Amended SKI Agreement on sales of G-CSF Products in Japan.

b. Understandings and Agreements. It is understood and hereby agreed to by the parties that Kirin shall have satisfied its obligations under the G-CSF Japanese License Agreement with respect to the royalties payable by Kirin to K-A on sales of G-CSF Products in Japan if Kirin shall pay to K-A royalties equal to the royalties required to be paid by Amgen to SKI under the Amended SKI Agreement with respect to sales of G-CSF Products in Japan. The parties hereto confirm that in accordance with the terms of the G-CSF Japanese License Agreement, K-A shall pay to SKI all royalties payable by Amgen to SKI pursuant to the Amended SKI Agreement for sales of G-CSF Products in Japan.

To the extent that K-A realizes a tax benefit from the use of any withholding tax originating from the royalty payments made by Kirin to K-A, after first using all tax withholdings that originated from K-A's business operations, K-A shall pay to SKI the amount of any such benefit realized. Kirin shall provide to K-A, on a timely basis, copies of tax receipts issued by the government of Japan relating to the required payments.

3. Royalties for G-CSF Product Sales in Europe

a. Acknowledgements. The parties hereto acknowledge the following:

(1) Pursuant to that certain G-CSF European License Agreement dated December 30, 1986, by and between K-A and Amgen, as amended ("G-CSF European License Agreement"), Amgen is obligated to pay to K-A royalties on the Sales Value (as defined

therein) of G-CSF Products in Europe (including European Community and non-European Community countries) equal to ten percent (10%). Pursuant to the G-CSF European License Agreement, Amgen also is required to pay to K-A certain milestone payments as set forth therein, upon the occurrence of the events described in the G-CSF European License Agreement and subject to the terms set forth therein.

(2) Pursuant to the Amended SKI Agreement, Amgen is obligated to pay to SKI royalties equal to five percent (5%) of Net Sales (as defined therein) of G-CSF Products in Europe (which royalties shall be reduced as provided in the Amended SKI Agreement in the event that Amgen pays royalties on sales of such G-CSF Products in such territory to a third party or parties based upon the patent rights of such third party or parties). The parties hereby acknowledge that such royalties currently paid by Amgen with respect to sales of G-CSF Products in Europe include (a) royalties to the Board of Trustees of Leland Stanford Junior University equal to one-half of one percent (.5%) of net sales of G-CSF Products, and (b) royalties paid to Nycomed Pharma AS equal to between one and one-half percent (1.5%) and five-hundredths of one percent (.05), with the applicable percentage to depend on the worldwide net sales of G-CSF Products in a given royalty period. The parties acknowledge and agree that Amgen may be obligated to pay such additional royalties in the future.

(3) Pursuant to the G-CSF European License Agreement, K-A and Amgen each are obligated to bear the responsibility for one-half (1/2) of all royalties payable by Amgen to SKI pursuant to the Amended SKI Agreement on sales of G-CSF Products in Europe.

(4) Pursuant to that certain Agreement on G-CSF in the EC dated September 26, 1988, by and between Amgen and F. Hoffman LaRoche & Co., Limited Company, a Switzerland corporation ("Roche"), as amended ("Roche EC Agreement"), Amgen and Roche have agreed to share on a 60/40 basis (with the higher proportion to Amgen) the Operating Profit or Operating Loss (each as defined in the Roche EC Agreement), as the case may be, relating to the sale of G-CSF Products in the countries comprisingthe European Community, subject to the terms set forth therein. Pursuant to the Roche EC Agreement, Roche also is obligated to pay to Amgen certain milestone payments, as set forth therein, upon the occurrence of the events set forth in the Roche EC Agreement and subject to the terms set forth therein.

(5) Pursuant to that certain Agreement on G-CSF on Certain European Countries dated January 1, 1989, by and between Amgen and Roche ("Roche Non-EC Agreement"), Roche is obligated to pay to Amgen royalties on Net Sales (as defined therein) of G-CSF Products in certain European countries, other than the countries comprising the European Community, equal to twenty five percent (25%) of Net Sales (as defined therein) of G-CSF Products in each country where relevant patents exist until

August 22, 2006 (subject to reduction to sixteen percent (16%) of such Net Sales of G-CSF Products in applicable countries in the event of significant unlicensed competition by third parties in such countries, as described in the Roche Non-EC Agreement), and sixteen percent (16%) of such Net Sales of G-CSF Products in each country where such patents have expired, or where no patent otherwise exists, until August 22, 2006.

b. Understandings and Agreements. It is understood and hereby agreed by the parties that Amgen shall have satisfied its obligations under the G-CSF European License Agreement with respect to the royalties payable by Amgen to K-A on sales of G-CSF Products in Europe, and K-A shall have satisfied its obligations under the G-CSF European License Agreement with respect to the royalties payable by K-A to SKI on sales of G-CSF Products in Europe, if (i) Amgen shall pay to K-A the royalties payable to K-A under the G-CSF European License Agreement, reduced by one-half (1/2) of all of the royalties payable by K-A to SKI pursuant to the G-CSF European License Agreement, and (ii) Amgen shall further pay to SKI all of the royalties payable by Amgen to SKI under the Amended SKI Agreement on sales of G-CSF Products in Europe.

4. Royalties for G-CSF Product Sales in Australia, Canada and New Zealand.

a. Acknowledgements. The parties hereto acknowledge the following:

(1) Pursuant to that certain G-CSF Australia, Canada and New Zealand License Agreement dated October 20, 1988, by and between K-A and Amgen, as amended ("G-CSF Australian License Agreement"), Amgen is obligated to pay to K-A royalties on the Sales Value (as defined therein) of G-CSF Products in Australia, Canada and New Zealand equal to ten percent (10%).

(2) Pursuant to the Amended SKI Agreement, Amgen is obligated to pay to SKI royalties equal to five percent (5%) of Net Sales (as defined therein) of G-CSF Products in Australia, Canada and New Zealand (which royalties may be reduced as provided in the Amended SKI Agreement in the event that Amgen pays royalties on sales of such G-CSF Products in such territory to a third party or parties based upon the patent rights of such third party or parties).

(3) Pursuant to the G-CSF Australian License Agreement, K-A is obligated to bear responsibility for all royalties payable by Amgen to SKI pursuant to the Amended SKI Agreement on sales of G-CSF Products in Australia, Canada and New Zealand.

b. Understandings and Agreements. It is understood and hereby agreed by the parties that Amgen shall have satisfied

its obligations under the G-CSF Australian License Agreement with respect to royalties payable by Amgen to K-A on sales of G-CSF Products in Australia, Canada and New Zealand, and K-A shall have satisfied its obligations under the G CSF Australian License Agreement with respect to the royalties payable by K-A to SKI on sales of G-CSF Products in Australia, Canada and New Zealand, if (i) Amgen shall pay to K-A the royalties payable to K-A under the G-CSF Australian License Agreement, reduced by the royalties payable by K-A to SKI pursuant to the G-CSF Australian License Agreement, and (ii) Amgen shall further pay to SKI all of the royalties payable by Amgen to SKI under the Amended SKI Agreement on sales of G-CSF Products in Australia, Canada and New Zealand.

5. Royalties for G-CSF Product Sales in the Republic of China (Taiwan) and the Republic of Korea

a. Acknowledgements. The parties hereto acknowledge the following:

following:

(1) Pursuant to that certain G-CSF Republic of China and Republic of Korea License Agreement dated October 20, 1988, by and between K A and Kirin, as amended ("G-CSF ROC/ROK License Agreement"), Kirin is obligated to pay to K-A royalties on the Sales Value (as defined therein) of G-CSF Products in the Republic of China (Taiwan) and the Republic of Korea equal to ten percent (10%).

(2) Pursuant to the Amended SKI Agreement, Amgen is obligated to pay to SKI royalties equal to five percent (5%) of Net Sales (as defined therein) of G-CSF Products in the Republic of China and the Republic of Korea (which royalties may be reduced as provided in the Amended SKI Agreement in the event that Amgen pays any royalties on sales of such G-CSF Products in such territory to a third party or parties based upon the patent rights of such third party or parties).

(3) Pursuant to the G-CSF ROC/ROK License Agreement, K-A is obligated to bear responsibility for all royalties payable by Amgen to SKI pursuant to the Amended SKI Agreement on sales of G-CSF Products in the Republic of China and the Republic of Korea.

b. Understandings and Agreements. The parties hereto confirm that,

in accordance with the terms of the G-CSF ROC/ROK License Agreement, (i) Kirin shall pay to K-A the royalties payable to K-A under the G-CSF ROC/ROK License Agreement, and (ii) K-A shall pay to SKI all royalties payable by Amgen to SKI pursuant to the Amended SKI Agreement on sales of G-CSF Products in the Republic of China and the Republic of Korea.

To the extent that K-A realizes a tax benefit from the use of any withholding tax originating from the royalty payments made by Kirin to K-A, after first using all tax withholdings that

originated from K-A's business operations, K-A shall pay to SKI the amount of any such benefit realized. Kirin shall provide to K-A, on a timely basis, copies of tax receipts issued by the government of Japan, Republic of China or Republic of Korea relating to the required payments.

6. Royalties for G-CSF Product Sales in the People's Republic of China.

a. Acknowledgements. The parties hereto acknowledge the following:

(1) Pursuant to that certain License Agreement for the People's Republic of China dated May 29, 1992, by and among K-A, Kirin and Amgen ("PRC License Agreement"), each of Kirin and Amgen is obligated to pay to K-A royalties on Net Sales (as defined therein) of G-CSF Products by each such party in the People's Republic of China equal to five percent (5%).

(2) Pursuant to the Amended SKI Agreement, Amgen is obligated to pay to SKI royalties equal to five percent (5%) of Net Sales (as defined therein) of G-CSF Products in the People's Republic of China (which royalties may be reduced as provided in the Amended SKI Agreement in the event that Amgen pays to third party or parties based upon the patent rights of such third party or parties royalties on sales of such G-CSF Products in such territory).

(3) Pursuant to the PRC License Agreement, each of Kirin and Amgen is obligated to bear responsibility for all third party royalties (as described in Section 3.4 of the PRC License Agreement) payable by such party on sales in the People's Republic of China.

b. Understandings and Agreements. (i) It is understood and hereby agreed to by the parties that Kirin shall have satisfied its obligations under the PRC License Agreement with respect to the royalties payable by Kirin to K-A on sales of G-CSF Products in the People's Republic of China if Kirin shall pay to K-A royalties equal to the royalties required to be paid by Amgen to SKI under the Amended SKI Agreement with respect to Kirin's sales of G-CSF Products in the People's Republic of China, and (ii) Kirin and Amgen each shall pay all third party royalties, payable by such party on sales of G-CSF Products in the People's Republic of China (as described in Section 3.4 of the PRC License Agreement). K-A hereby agrees that it shall have satisfied its obligations to SKI by virtue of all royalties paid by Amgen to SKI on sales of G-CSF Products in the People's Republic of China.

7. Royalties for G-CSF Product Sales in the Rest of the World.

a. Acknowledgements. The parties hereto acknowledge the following:

(1) Pursuant to that certain G-CSF Rest of the World License Agreement dated January 1, 1989 ("ROW Agreement"), by and between K-A and Roche, Roche shall pay royalties to K-A equal to twenty-five percent (25%) of Net Sales (as defined therein) of G-CSF Products in each country where relevant patents exist until August 22, 2006 (subject to reduction to sixteen percent (16%) of such Net Sales of G-CSF Products in applicable countries in the event of significant unlicensed competition by third parties in such countries, as described in the ROW Agreement), and sixteen percent (16%) of such Net Sales of G-CSF Products in each country where such patents have expired, or where no patent otherwise exists, until August 22, 2006.

(2) Pursuant to that certain Supply Agreement between Amgen and K-A, dated January 1, 1989 ("Supply Agreement"), (a) Amgen has agreed to supply K-A with Roche's requirements of G-CSF Products pursuant to the ROW Agreement, and (b) K-A has agreed to pay to Amgen two (2) times Amgen's cost of G-CSF Products supplied by Amgen to K-A pursuant to the Supply Agreement (manufactured at standard cost), as determined by Amgen (collectively, the "K-A Product Payments").

(3) Pursuant to the Amended SKI Agreement, Amgen is obligated to pay to SKI royalties equal to five percent (5%) of net sales of G-CSF Products in the world other than the United States (which royalties may be reduced as provided in the Amended SKI Agreement in the event that Amgen pays any royalties on sales of such G-CSF Products in such territory to a third party or parties based upon the patent rights of such third party or parties).

b. Understandings and Agreements. It is understood and hereby agreed by the parties that K-A shall have satisfied its obligations under the Supply Agreement to pay the K-A Product Payments to Amgen in accordance with the ROW Agreement if (i) K-A shall pay to SKI all royalties payable by Amgen to SKI pursuant to the Amended SKI Agreement on sales of G-CSF Products in the world other than the territories covered by the G-CSF United States License Agreement, the G-CSF Japanese License Agreement, the G-CSF European License Agreement, the G-CSF Australian License Agreement; the G-CSF ROC/ROK License Agreement and the PRC License Agreement (together with the ROW Agreement and as amended through the date hereof, collectively "License Agreements"), and (ii) other than as herein provided (e.g., the People's Republic of China), K-A shall pay all royalties to third parties in every territory throughout the world.

8. Further Instruments.

Each party hereto agrees to perform any and all further acts and to execute and deliver any and all further documents and instruments which may be reasonable or necessary to carry out the purposes of this Amendment and the Shareholder Agreement, as amended.

9. Ratification and Integration.

Except to the extent provided herein, the provisions of the Shareholders' Agreement and the License Agreements, as amended through the date hereof, are hereby ratified and confirmed in all respects. Without limiting the foregoing, the Shareholder's Agreement (as amended through the date hereof and including this Amendment), together with the License Agreements (as amended through the date hereof, including the amendments effected by this Amendment), constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all other agreements, whether oral or written, express or implied, with respect to the subject matter hereof. This Amendment may not be amended or modified except by a written instrument signed by the parties hereto.

10. Governing Law and Severability.

This Amendment shall be construed under and in accordance with, and governed in all respects by, the laws of the State of California (without giving effect to principles of conflicts of law). If any provision of this Amendment is deemed invalid or unenforceable by a court of competent jurisdiction, such invalidity or enforceability shall not affect or limit the validity or enforceability of any other provision hereof.

11. Counterparts.

This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 8 to be duly executed as of May 28, 1993.

KIRIN BREWERY CO., LTD., a Japanese corporation

By /s/ T. Sasahara

Toru Sasahara,
President, Pharmaceuticals
Division

AMGEN INC.,
a Delaware corporation

By /s/ Lowell E. Sears

Lowell E. Sears, Sr. Vice
President

KIRIN-AMGEN, INC.,
a Delaware corporation

By /s/ Lowell E. Sears

Lowell E. Sears, President

Exhibit 10.45

AMENDMENT NO. 9
TO SHAREHOLDERS' AGREEMENT OF KIRIN-AMGEN

AMENDMENT NO. 9 (this "Amendment") dated December 9,1994 and made effective as of June 14,1994 to the Shareholders' Agreement of Kirin-Amgen dated May 11,1984 (as amended, the "Shareholders' Agreement") among Kirin Brewery Co., Ltd., a Japanese corporation with principal offices located at 26-1, Jingumae, 6-chome, Shibuya-ku, Tokyo, 150-11, Japan ("Kirin"), Amgen Inc., a Delaware corporation with principal offices located at Amgen Center, Thousand Oaks, California 91320 ("Amgen") and Kirin-Amgen, Inc., a Delaware corporation with principal offices located at c/o Amgen Europe AG, Grabenhof, 6010 Kirens, Switzerland ("Kirin-Amgen").

WHEREAS

WHEREAS, Kirin and Amgen mutually agree that their relationship with respect to EPO and G-CSF has been beneficial to both companies.

WHEREAS, Kirin and Amgen have each performed extensive research and development and filed patent applications on a growth factor with the activity of thrombopoietin/megakaryocyte growth and differentiation factor ("TPO/MGDF," as further defined in the TPO/MGDF Technology Transfer Agreement effective as of June 14,1994 among Kirin, Amgen and Kirin-Amgen, the "Technology Agreement").

WHEREAS, Kirin and Amgen now wish to expand their relationship to include the joint development of TPO/MGDF and commercialization of TPO/MGDF Products.

WHEREAS, this Amendment No. 9 sets forth certain agreements between the parties with respect to TPO/MGDF and the manufacture, production and worldwide commercial sale of TPO/MGDF products.

NOW THEREFORE, in consideration of the mutual covenants expressed herein and other good and valuable consideration, the parties agree as follows:

1. TPO/MGDF RESEARCH AND DEVELOPMENT.

1.01 Research and Development Project. Kirin and Amgen will commence the joint development of TPO/MGDF as set forth in the Research, Development and Technology Disclosure Agreement: TPO/MGDF effective as of June 14,1994 among Kirin, Amgen and Kirin-Amgen (the "Research Agreement"). Kirin and Amgen shall each grant to Kirin-Amgen an exclusive, worldwide, royalty free license to all TPO/MGDF technology developed by such

party in connection with the Research and Development Project ("Research Project Technology").

1.02 Funding. Kirin-Amgen will fund the joint development of TPO/MGDF by Kirin and Amgen as set forth in the Research Agreement.

1.03 Consideration. In consideration of Kirin and Amgen accelerating their respective TPO/MGDF research and development programs and agreeing to engage in a joint development program and in order to fund additional research and development under such programs Kirin-Amgen will pay (i) to Kirin ten million U.S. dollars ($US 10,000,000) and (ii) to Amgen five million U.S. dollars ($US 5,000,000).

2. LICENSES AND CONSIDERATION.

2.01 Licenses to Kirin-Amgen

(a) Kirin. It is agreed that Kirin will grant to Kirin-Amgen an exclusive worldwide royalty free license to the Kirin TPO/MGDF Technology (as defined in the Technology Agreement), the Kirin Core Technology (as defined in the Technology Agreement) and Kirin's interest in the Research Project Technology (as defined in the Technology Agreement) in the Field of Activity (as defined in the Technology Agreement). In exchange for such license, Kirin-Amgen will fund Kirin's future research and development activities as provided in the Research Agreement.

(b) Amgen. It is agreed that Amgen will grant to Kirin-Amgen an exclusive worldwide royalty free license to the Amgen TPO/MGDF Technology (as defined in the Technology Agreement), the Amgen Core Technology (as defined in the Technology Agreement) and Amgen's interest in the Research Project Technology in the Field of Activity (as defined in the Technology Agreement). In exchange for such license, Kirin-Amgen will fund Amgen's future research and development activities as provided in the Research Agreement.

2.02 Licenses to Kirin. It is agreed that Kirin-Amgen will grant to Kirin an exclusive license to the TPO/MGDF Technology (as defined in the Technology Agreement), Kirin Core Technology and Amgen Core Technology in the Kirin Territory (as defined in the TPO/MGDF License Agreement effective as of June 14,1994 between Kirin and Kirin-Amgen). In exchange for such license, Kirin will pay to Kirin-Amgen a royalty equal to two percent (2%) of the sales value of TPO/MGDF Products (as defined in the Technology Agreement) sold by or on behalf of Kirin in the Kirin Territory. This royalty will not be subject to reduction by reason of Kirin's payment of royalties to third parties on TPO/MGDF Products sold in the Kirin Territory.

2.03 Licenses to Amgen.

(a) Amgen Core Territory. It is agreed that Kirin-Amgen will grant to Amgen an exclusive license to the TPO/MGDF Technology, Kirin Core Technology and Amgen Core Technology in the United States (its territories and possessions), Canada, Mexico, Australia and New Zealand (the "Amgen Core Territory"). In exchange for the license in the Amgen Core Territory, Amgen will pay to Kirin-Amgen a royalty equal to two percent (2%) of the sales value of TPO/MGDF Products sold by or on behalf of Amgen in the Amgen Core Territory. This royalty will not be subject to reduction by reason of Amgen's payment of royalties to third parties on TPO/MGDF Products sold in the Amgen Core Territory.

(b) Amen Additional Territory. It is agreed that Kirin-Amgen will grant to Amgen an exclusive license to the TPO/MGDF Technology, Kirin Core Technology and Amgen Core Technology in all European Community and non-European Community European countries (as further defined in the TPO/MGDF License Agreement effective as of June 14,1994 between Kirin-Amgen and Amgen, the "Amgen Additional Territory" and together with the Amgen Core Territory, the "Amgen Territory"). In exchange for the license in the Amgen Additional Territory, Amgen will pay to Kirin-Amgen a royalty equal to ten percent (10%) of the sales value of TPO/MGDF Products sold by or on behalf of Amgen in the Amgen Additional Territory. This royalty will be reduced by fifty percent (50%) of any royalties on TPO/MGDF Products sold in the Amgen Additional Territory payable by Amgen to third parties other than The Trustees of Columbia University in the City of New York pursuant to the License Agreement with Amgen dated June 1,1989 and/or Nycomed Pharma AS pursuant to the License Agreement with Amgen dated January 1,1992, provided, however, that the royalty payable by Amgen to Kirin-Amgen will not be reduced by more than fifty percent (50%) by reason of such third party payments by Amgen.

2.04 Other Licenses.

(a) Kirin-Amgen Territory. In all countries not included within the Kirin Territory or the Amgen Territory (the "Kirin-Amgen Territory"), Kirin-Amgen will retain the rights to the TPO/MGDF Technology, Kirin Core Technology and Amgen Core Technology granted to Kirin-Amgen in the Technology Agreement. Kirin-Amgen may sublicense the rights to the TPO/MGDF Technology, Kirin Core Technology and Amgen Core Technology to Kirin, Amgen or a third party in such part or parts of the Kirin-Amgen Territory as Kirin-Amgen shall elect. Notwithstanding the foregoing, in no event will Kirin-Amgen sublicense the Kirin Core Technology or Amgen Core Technology to a third party without the consent of Kirin or Amgen, respectively. The goal of any sublicense by Kinn-Amgen of the TPO/MGDF Technology, Amgen Core Technology

and/or Kirin Core Technology in the Kirin-Amgen Territory shall be the simultaneous worldwide utilization of the TPO/MGDF Technology.

(b) Kirin Territory an Amgen Territory. In the event either Kirin or Amgen do not elect to commercialize TPO/MGDF Products in any country in their respective territories, they will notify Kirin-Amgen in writing and upon such notice the licenses to the TPO/MGDF Technology, Kirin Core Technology and Amgen Core Technology granted by Kirin-Amgen to Kirin or Amgen, as the case may be, in such country will terminate. Upon such termination, Kirin with respect to countries in the Amgen Territory in which Amgen has not elected to develop TPO/MGDF Products and Amgen with respect to countries in the Kirin Territory in which Kirin has not elected to develop TPO/MGDF Products, will have the option in their sole discretion on a country by country basis to elect to develop TPO/MGDF Products in such country or countries upon such terms and conditions as Kirin-Amgen shall determine. In the event Kirin or Amgen shall not so elect, Kirin-Amgen may license the TPO/MGDF Technology, Kirin Core Technology and Amgen Core Technology to third parties in such country or countries.

2.05 Milestones. In addition to the royalty payments set forth above, Amgen will pay to Kirin-Amgen progress payments upon the achievement of specified milestones. The progress payments will total six million dollars ($6,000,000) and be payable as set forth in the TPO/MGDF License Agreement effective as of June 14,1994 between Kirin-Amgen and Amgen.

3. PATENTS.

3.01 Filing, Prosecution and Maintenance.

(a) U.S. Amgen and Kirin will each file and prosecute the patent applications and applications for trademark and copyright registration relating to intellectual property owned or developed by such party and included within the TPO/MGDF Technology in the United States and maintain the resultant patents, trademarks and copyrights. Amgen shall bear the costs and expenses of both Kirin and Amgen associated therewith.

(b) Kirin Territory. Kirin will file and prosecute the patent applications and applications for trademarks and copyright registration, and maintain resultant patents, trademarks and copyrights, included within the TPO/MGDF Technology in the Kirin Territory. Kirin shall bear all costs and expenses associated therewith.

(c) Amgen Territory. Except as set forth in (a) above, Amgen will file and prosecute the patent applications and applications for trademarks and copyright registration, and maintain resultant patents, trademarks and copyrights, included within the TPO/MGDF

Technology in the Amgen Territory. The associated costs and expenses will be borne by (i) Amgen with respect to TPO/MGDF Technology in the Amgen Core Territory and (ii) Kirin-Amgen with respect to TPO/MGDF Technology in the Amgen Additional Territory.

(d) Kirin-Amgen Territory. Kirin-Amgen will file and prosecute the patent applications and applications for trademarks and copyright registration, and maintain resultant patents, trademarks and copyrights, included within the TPO/MGDF Technology in the Kirin-Amgen Territory. Kirin-Amgen shall bear all costs and expenses associated therewith.

(e) Core Technology. Kirin will file and prosecute the patent applications and applications for trademarks and copyright registration, and maintain resultant patents, trademarks and copyrights, included within the Kirin Core Technology worldwide. Kirin shall bear all costs and expenses associated therewith. Amgen will file and prosecute the patent applications and applications for trademarks and copyright registration, and maintain resultant patents, trademarks and copyrights, included within the Amgen Core Technology worldwide. Amgen shall bear all costs and expenses associated therewith.

3.02 Enforcement.

(a) Kirin Territory. Kirin will enforce the technology included within the TPO/MGDF Technology in the Kirin Territory. Kirin shall bear all costs and expenses associated therewith.

(b) Amgen Territory. Amgen will enforce the technology included within the TPO/MGDF Technology in the Amgen Territory. Amgen shall bear all costs and expenses associated therewith.

(c) Kirin-Amgen Territory. Kirin-Amgen will enforce the technology included within the TPO/MGDF Technology in the Kirin-Amgen Territory. Kirin-Amgen shall bear all costs and expenses associated therewith.

(d) Core Technology. Kirin will enforce the technology included within the Kirin Core Technology worldwide. Kirin shall bear all costs and expenses associated therewith. Amgen will enforce the technology included within the Amgen Core Technology worldwide. Amgen shall bear all costs and expenses associated therewith.

3.03 Defense.

(a) Amgen Territory. Amgen will defend any suitor action claiming infringement of any third party patent right through the making, having made, using, selling or having sold TPO/MGDF

Products in the Amgen Territory. Amgen shall bear all costs and expenses associated therewith.

(b) Kirin Territory. Kirin will defend any suit or action claiming infringement of any third party patent right through the making, having made, using, selling or having sold TPO/MGDF. Products in the Kirin Territory. Kirin shall bear all costs and expenses associated therewith.

(c) Kirin-Amgen Territory. Kirin-Amgen will defend any suit or action claiming infringement of any third party patent right through the making, having made, using, selling or having sold TPO/MGDF Products in the Kirin-Amgen Territory. Kirin-Amgen shall bear all costs and expenses associated therewith.

CONSISTENCY WITH SHAREHOLDERS' AGREEMENT; RATIFICATION.

4.01 Consistency. The rights and obligations of the parties with respect to this Amendment No. 9 as an expansion of Kirin-Amgen's business opportunities are otherwise consistent with the Shareholders' Agreement.

4.02 Ratification. All of the terms and conditions of the Shareholders' Agreement as amended by this Amendment No. 9 are hereby ratified and confirmed in all respects.

5. FURTHER INSTRUMENTS.

5.01 Further Instruments. Each party hereto agrees to perform any and all further acts and execute and deliver any and all further instruments which may be reasonable or necessary to carry out the provisions of this Amendment No. 9 and to carry out this further business purpose of Kirin-Amgen.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their duly authorized representatives in the manner legally binding upon them.

Kirin Brewery Co., Ltd.

By: /s/ T. Sasahara, Ph.D.
Title: Senior Managing Director
President of Pharmaceutical Div.

Amgen, Inc.

By: /s/
Title:

Kirin-Amgen, Inc.

By: /s/ Daryl Hill
Title:

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their duly authorized representatives in the manner legally binding upon them.

Kirin Brewery Co., Ltd.

By:
Title:

Amgen, Inc.

By: /s/ K. Sharer
Title:

Kirin-Amgen, Inc.

By: /s/
Title:

AMEGEN INC.

Exhibit 21

SUBSIDIARY (Name under which subsidiary does business)	STATE OF INCORPORATION OR ORGANIZATION
Amgen AB	Sweden
Amgen AG	Switzerland
Amgen Australia Pty Limited	Australia
Amgen (Bermuda) Clinical Development, Limited	Bermuda
Amgen (Bermuda) Clinical Development 2, Limited	Bermuda
Amgen (Bermuda) Clinical Development 3, Limited	Bermuda
Amgen (Bermuda) Clinical Development 4, Limited	Bermuda
Amgen (Bermuda) Clinical Development 5, Limited	Bermuda
Amgen (Bermuda) Clinical Development 6, Limited	Bermuda
Amgen (Bermuda) Clinical Development 7, Limited	Bermuda
Amgen (Bermuda) Clinical Development 8, Limited	Bermuda
Amgen (Bermuda), Limited	Bermuda
Amgen (Bermuda) Manufacturing, Limited	Bermuda
Amgen - Bio-Farmaceutica, Lda.	Portugal
Amgen Boulder Development Corporation	Colorado
Amgen Boulder Production Corporation	Colorado
Amgen B.V.	The Netherlands
Amgen Cambridge Real Estate Holdings Inc.	Delaware

AMEGEN INC.

Exhibit 21

SUBSIDIARY (Name under which subsidiary does business)	STATE OF INCORPORATION OR ORGANIZATION
Amgen Canada Inc.	Canada
Amgen Caribe Corporation	Puerto Rico
Amgen (Europe) AG	Switzerland
Amgen Europe B.V.	The Netherlands
Amgen GmbH	Austria
Amgen GmbH	Germany
Amgen Greater China, Ltd.	Hong Kong
Amgen Holding, Inc.	California
Amgen International Inc.	Delaware
Amgen Kabushiki Kaisha	Japan
Amgen Limited	United Kingdom
Amgen N.V.	Belgium
Amgen Puerto Rico, Inc.	Delaware
Amgen Rheumatology Development Corp.	Delaware
Amgen Sales Corporation	Barbados
Amgen S.A.	France
Amgen, S.A.	Spain
Amgen S.p.A.	Italy
Kirin-Amgen, Inc.	Delaware
Synergen B.V.	The Netherlands
Synergen Europe, Inc.	Colorado