

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 3)***

TULARIK INC.

(Name of Issuer)

COMMON STOCK, \$0.001 par value

(Title of Class of Securities)

899165104

(CUSIP Number)

**Steven M. Odre, Esq.
Senior Vice President,
General Counsel and Secretary
Amgen Inc.
One Amgen Center Drive
Thousand Oaks, CA 91320-1799
(805) 447-1000**

**with a copy to:
Charles K. Ruck, Esq.
Latham & Watkins
650 Town Center Drive
Twentieth Floor
Costa Mesa, California 92626-1925
(714) 540-1235**

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

November 10, 2003

(Date of Event which Requires Filing of this Statement)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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

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

(Continued on the following page)

1. Name of Reporting Person
I.R.S. Identification No. of above person (Entities Only)

Amgen Inc.

I.R.S. Employer Identification No. 95-3540776

2. Check the Appropriate Box if a Member of a Group
(a)
(b)

3. SEC Use Only

4. Source of Funds

WC

5. Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization

Delaware

7. Sole Voting Power

12,500,000

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH

8. Shared Voting Power

-0-

9. Sole Dispositive Power

12,500,000

10. Shared Dispositive Power

-0-

11. Aggregate Amount Beneficially Owned by Each Reporting Person

12,500,000

12. Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13. Percent of Class Represented by Amount in Row (11)

21.1%

14. Type of Reporting Person

CO

The statement on Schedule 13D filed by Amgen Inc. ("Amgen") on June 5, 2003 (the "Initial Statement") relating to the common stock, \$0.001 par value per share (the "Common Stock"), of Tularik Inc., a Delaware corporation (the "Issuer"), as amended by an Amendment No. 1 thereto filed on July 1, 2003 and as amended by an Amendment No. 2 thereto filed on July 9, 2003 (the Initial Statement as previously amended, the "Current Statement"), is hereby amended by this Amendment No. 3 to the Schedule 13D.

Unless otherwise indicated herein, each capitalized term used but not defined shall have the meaning ascribed to such term in the Current Statement.

Item 4. Purpose of Transaction.

Item 4 of the Current Statement is hereby amended and supplemented to add the following:

On November 6, 2003, Amgen submitted to the representatives of the underwriters in connection with a proposed public offering by the Issuer of shares of the Issuer's Common Stock pursuant to a prospectus supplement to the Issuer's currently effective shelf registration statement on Form S-3 (No. 333-67366) (the "Offering") an oral, non-binding order to purchase up to the percentage of the aggregate number of shares of Common Stock being offered in the Offering (including any over-allotment) that is equal to the percentage of Common Stock beneficially owned by Amgen immediately prior to the Offering.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Current Statement is hereby amended and supplemented to add the following:

On November 4, 2003, Amgen entered into a letter agreement (the "Lock-up Agreement") with Goldman, Sachs & Co., SG Cowen Securities Corporation, UBS Securities LLC and Sun Trust Capital Markets, Inc., as representatives of the underwriters, in connection with the Offering. The Lock-up Agreement provides that, subject to limited exceptions, Amgen will not dispose of or hedge any of its shares of the Issuer's Common Stock or securities convertible into or exchangeable for shares of the Issuer's Common Stock, or publicly announce an intention to effect such a transaction, during the period from the date of the Lock-up Agreement through the date that is 90 days after the date of the final prospectus related to the Offering (the "Lock-up Period"), without the prior written consent of Goldman, Sachs & Co. Under the Lock-up Agreement, Amgen also waived its rights to require registration of its shares of the Issuer's Common Stock in connection with the Offering and agreed, during the Lock-up Period, not to exercise its registration rights under the Amgen Registration Rights Agreement with respect to its shares of the Issuer's Common Stock. Goldman, Sachs & Co., in its sole discretion, may release any of the securities subject to the Lock-up Agreement at any time. A copy of the Lock-up Agreement is attached hereto as Exhibit 7 and is incorporated by reference herein.

On November 10, 2003, Amgen and the Issuer entered into an Agreement Related to Stock Purchase (the "Agreement Related to Stock Purchase") pursuant to which the Issuer granted Amgen a waiver of the restrictions on stock purchase contained in the Confidentiality Agreement and Standstill, as amended, with respect to the potential acquisition of Common Stock by Amgen in the Offering. The Issuer also agreed to amend, and has amended, the Issuer Rights Agreement to provide that Amgen and its affiliates

will not become an Acquiring Person (as such term is defined in the Issuer Rights Agreement) as a result of the purchase of Common Stock by Amgen in the Offering. Amgen agreed not to acquire in the Offering more than the percentage of the aggregate number of shares of Common Stock being offered in the Offering (including any over-allotment) that is equal to the percentage of Common Stock beneficially owned by Amgen immediately prior to the Offering. A copy of the Agreement Related to Stock Purchase is attached hereto as Exhibit 8 and is incorporated by reference herein.

On November 10, 2003, Amgen and the Issuer entered into an Amendment No. 1 to Registration Rights Agreement (the "Amendment No. 1") pursuant to which the Issuer and Amgen agreed that any shares of Common Stock acquired by Amgen in the Offering will be considered "Registrable Securities" for purposes of the Amgen Registration Rights Agreement. A copy of the Amendment No. 1 is attached hereto as Exhibit 9 and is incorporated by reference herein.

Item 7. Material to be filed as Exhibits.

The following documents are filed as exhibits:

- | | |
|------------|--|
| Exhibit 1† | Letter Agreement between Amgen Inc. and Tularik Inc. dated February 11, 2003, as amended by a Letter Agreement between Amgen Inc. and Tularik Inc. dated May 21, 2003. |
| Exhibit 2† | Stock Purchase Agreement, dated May 21, 2003, by and between Amgen Inc., a Delaware corporation, and ZKB Pharma Vision AG, a company organized under the laws of Switzerland. |
| Exhibit 3† | Stock Purchase Agreement dated May 21, 2003 by and between Amgen Inc., a Delaware corporation, and Tularik Inc., a Delaware corporation. |
| Exhibit 4 | Amended and Restated Registration Rights Agreement dated August 15, 1999 by and among Tularik Inc., a Delaware corporation, those individuals and entities set forth on the Schedule of Rights Holders attached thereto as Exhibit A and the holders of warrants to purchase Tularik's Series H Preferred Stock set forth on the Schedule of Warrantholders attached thereto as Exhibit B (filed as Exhibit 4.2 to the Issuer's Registration Statement on Form S-1 (Registration No. 333-89177) and incorporated herein by reference). |
| Exhibit 5* | Registration Rights Agreement dated June 27, 2003 between Amgen Inc., a Delaware Corporation, and Tularik Inc., a Delaware corporation. |
| Exhibit 6+ | Letter Agreement between Amgen Inc. and Tularik Inc. dated July 8, 2003. |
| Exhibit 7 | Letter Agreement between Amgen Inc., a Delaware corporation, and Goldman, Sachs & Co., SG Cowen Securities Corporation, UBS Securities LLC and Sun Trust Capital Markets, Inc., as representatives of the underwriters of a proposed public offering of common stock of Tularik Inc., dated November 4, 2003. |
| Exhibit 8 | Agreement Related to Stock Purchase dated November 10, 2003 between Amgen Inc., a Delaware corporation, and Tularik Inc., a Delaware corporation. |

Exhibit 9 Amendment No. 1 to Registration Rights Agreement dated November 10, 2003 between Amgen Inc., a Delaware corporation, and Tularik Inc., a Delaware corporation.

Exhibit 10 Letter Agreement between Amgen Inc. and Tularik Inc. dated August 29, 2003, amending the Letter Agreement between Amgen Inc. and Tularik Inc. dated February 11, 2003 as amended by a Letter Agreement between Amgen Inc. and Tularik Inc. dated May 21, 2003.

† Previously filed with the Initial Statement.

* Previously filed with Amendment No. 1 to the Initial Statement.

+ Previously filed with Amendment No. 2 to the Initial Statement.

SIGNATURE

After reasonable inquiry and to the best knowledge and belief of the undersigned, the undersigned certifies that the information set forth in this Statement is true, complete and correct.

Date: November 12, 2003

AMGEN INC.

/s/ Thomas D. Zindrick

Name Thomas D. Zindrick

Title: Vice President, Law and Associate General Counsel

Tularik Inc.
Common Stock
(\$0.001 par value)

November 4, 2003

Goldman, Sachs & Co.
SG Cowen Securities Corporation
UBS Securities LLC
SunTrust Capital Markets, Inc.

As representatives of the several Underwriters

c/o Goldman, Sachs & Co.
85 Broad Street
New York, New York 10004

Ladies and Gentlemen:

This Lock-Up Letter Agreement is being delivered to you in connection with the proposed Underwriting Agreement (the "Underwriting Agreement") to be entered into by and among Tularik Inc. (the "Company") and you, as the Underwriter, with respect to the public offering (the "Offering") of common stock of the Company (the "Common Stock") pursuant to that certain registration statement on Form S-3 (Registration No. 333-67366), originally filed by the Company with the Securities and Exchange Commission on August 13, 2001.

In order to induce you to enter into the Underwriting Agreement, the undersigned agrees that from the date hereof through and including the 90th day after the date of the final prospectus relating to the Offering (but in no event more than 120 days after the date hereof), the undersigned will not, directly or indirectly, without the prior written consent of Goldman, Sachs & Co., (i) sell, offer to sell, contract to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of, or establish or increase a "put equivalent position" or liquidate or decrease a "call equivalent position," each within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the U.S. Securities and Exchange Commission promulgated thereunder with respect to, any Common Stock of the Company or any securities convertible into or exercisable or exchangeable for Common Stock, or warrants or other rights to purchase Common Stock or any such security, except for the exercise of any stock option by the undersigned, (ii) enter into any swap or

other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, or warrants or other rights to purchase Common Stock, whether any such transaction is to be settled by delivery of Common Stock or such other securities, in cash or otherwise, or (iii) publicly announce an intention to effect any transaction specified in clause (i) or (ii), unless such announcement relates to a transfer permitted by the following sentence and such announcement is required by applicable law, rule or regulation. The foregoing sentence shall not apply to (a) the registration of or sale to the Underwriters of any Common Stock pursuant to the Offering and the Underwriting Agreement, (b) bona fide gifts, provided that the recipient or recipients thereof agree in writing to be bound by the terms of this Lock-Up Letter Agreement, (c) dispositions to any trust for the direct or indirect benefit of the undersigned and/or the immediate family of the undersigned, provided that such trust agrees in writing to be bound by the terms of this Lock-Up Letter Agreement or (d) transfers, sales or other dispositions to a direct or indirect subsidiary of the undersigned, provided that such subsidiary agrees in writing to be bound by the terms of this Lock-Up Letter Agreement. For purposes of this paragraph, "immediate family" shall mean the undersigned and the spouse, any lineal descendant, father, mother, brother or sister of the undersigned. The restrictions of this paragraph shall have no effect on any bona fide pledges of shares of Common Stock entered into by the undersigned prior to the execution of this Lock-Up Letter Agreement.

In addition, the undersigned hereby waives any rights the undersigned may have to require registration of Common Stock in connection with the filing of a registration statement relating to the Offering. The undersigned further agrees that, from the date hereof through and including the 90th day after the date of the final prospectus relating to the Offering (but in no event more than 120 days after the date hereof), the undersigned will not, directly or indirectly, without the prior written consent of Goldman, Sachs & Co., make any demand for, or exercise any right with respect to, the registration of Common Stock of the Company or any securities convertible into or exercisable or exchangeable for Common Stock.

Unless sooner expired or terminated in accordance with its terms, this Lock-Up Letter Agreement shall be terminated and the undersigned shall be released from the undersigned's obligations hereunder (i) upon the date the Company notifies you in writing that it does not intend to proceed with the Offering, (ii) upon the date the registration statement filed with the Securities and Exchange Commission with respect to the Offering is withdrawn or (iii) upon the date the Underwriting Agreement is terminated, for any reason, prior to the time of purchase (as defined in the Underwriting Agreement).

The undersigned has been informed that each of the directors and executive officers of the Company has executed a lock-up letter agreement substantially in the form of this Lock-Up Letter Agreement, with the exception that the lock-up letter agreement entered

into by Dr. Terry Rosen permits Dr. Rosen to dispose of up to 10,000 shares of Common Stock without the prior written consent of Goldman, Sachs & Co. In the event that Goldman, Sachs & Co. shall release any director or executive officer of the Company from any of his or her obligations under such person's lock-up agreement other than as specifically described above with respect to Dr. Rosen, the undersigned shall be simultaneously released from its obligations hereunder in like manner as to the same number of shares of Common Stock as to which such director or executive officer has been released; provided, that if, in the aggregate, the release(s) of any directors and/or executive officers of the Company from his, her and/or their obligations under the respective lock-up letter agreements apply to thirty percent (30%) or more of the Common Stock originally subject to the lock-up letter agreements of the directors and executive officers of the Company, then the undersigned shall be released from its obligations hereunder with respect to an equal percentage of its holdings of Common Stock. In the event of any release(s), Goldman, Sachs & Co. will promptly notify the undersigned thereof.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]

Yours very truly,

/s/ Steven Schoch

Name: Steven Schoch
Vice President, Finance and
Controller
On behalf of Amgen Inc.

AGREEMENT RELATED TO STOCK PURCHASE

THIS AGREEMENT RELATED TO STOCK PURCHASE (the “Agreement”) is made and entered into as of November 10, 2003 (the “Execution Date”) by and between **TULARIK INC.**, a Delaware corporation having its principal place of business at 1120 Veterans Boulevard, South San Francisco, CA 94080 (the “Company”), and **AMGEN INC.**, a Delaware corporation having its principal place of business at One Amgen Center Drive, Thousand Oaks, CA 91320-1799 (“Amgen”). The Company and Amgen are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Company proposes to issue shares of the Company’s common stock, par value \$0.001 per share (the “Common Stock”), in an underwritten public offering commencing on November 10, 2003 that has been duly registered under the Securities Act of 1933, as amended (the “Securities Act”), pursuant to that certain Registration Statement on Form S-3 (Registration No. 333-67366), originally filed by the Company with the Securities and Exchange Commission (the “SEC”) on August 13, 2001 (the “Offering”); and

WHEREAS, the Company is willing to permit Amgen to acquire shares of Common Stock in connection with the Offering (such shares, the “Purchased Shares”); and

WHEREAS, Amgen has placed a non-binding order to acquire the Purchased Shares, subject to the satisfaction of the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the following mutual promises and covenants, and intending to be legally bound hereby, the Parties agree as follows:

1. Purchased Shares. Amgen has placed a non-binding order to acquire Purchased Shares. Amgen agrees that it will not acquire in the Offering more than the percentage of the aggregate number of shares of Common Stock being offered in the Offering (including the primary offering and any over-allotment) that is equal to the percentage of Common Stock beneficially owned by Amgen immediately prior to the commencement of the sale of shares of Common Stock in the Offering, without the prior written consent of the Company.

2. Representations and Warranties.

(a) Reliance. In the event Amgen acquires Purchased Shares, the Company hereby agrees that Amgen shall receive the benefit of, and be entitled to rely upon, the representations and warranties made by the Company to the underwriters of the Offering (the “Underwriters”) in the underwriting agreement and other agreements entered into between the Company and the Underwriters in connection with the Offering (the “Underwriting Agreements”) to the same extent as the Underwriters, as if the Company had made such representations and warranties directly to Amgen on and as of each date Amgen acquires Purchased Shares. The

representations and warranties made by the Company in the Underwriting Agreements are hereby incorporated by reference into this Agreement for all purposes as if fully contained herein; *provided, however* that, except with respect to the representations and warranties in Sections 3(a), 3(b), 3(f), 3(r) and 3(t) of the underwriting agreement entered into between the Company and the Underwriters in connection with the Offering, (i) references in the Underwriting Agreements to the Underwriting Agreement shall be deemed to be references to this Agreement and (ii) references in the Underwriting Agreements to the Shares shall be deemed to be references to the Purchased Shares.

(b) Additional Representations and Warranties. The Company hereby represents and warrants to Amgen the following as of the date hereof and as of each date, if any, that Amgen acquires Purchased Shares:

(i) Organization, Standing and Powers. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(ii) Compliance with Laws; Legal Consents. All consents, approvals, authorizations and all other requirements prescribed by any law, rule or regulation which must be obtained or satisfied by the Company and which are necessary for the execution and delivery by the Company of this Agreement, and any other documents to be executed and delivered by the Company in connection herewith and in order to permit the consummation of the acquisition of the Purchased Shares by Amgen and the other transactions contemplated hereby and thereby, have been obtained and satisfied, except where the failure to obtain such consents, approvals or authorizations would not (A) prevent or materially delay consummation of the transactions contemplated under this Agreement or the agreements contemplated hereby, (B) otherwise have a material adverse effect on the ability of the Company to perform its obligations under this Agreement or the agreements contemplated hereby and (C) individually or in the aggregate, result in any change, event, development, effect or condition that is or is reasonably likely to be materially adverse to the assets, liabilities, business, financial condition or results of operations of the Company (each of the foregoing items in (A), (B) or (C) being referred to herein as “Material Adverse Effect”).

(iii) Authorization.

(A) The Company has full legal right, power, authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement and any document contemplated to be delivered hereby.

(B) The execution and delivery of, and the performance and consummation of the transactions contemplated by this Agreement and the documents contemplated to be delivered hereby have been duly authorized by all requisite corporate action of the Company. This Agreement and the documents contemplated to be delivered hereby constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms.

(iv) No Conflict. The execution and delivery of this Agreement by the Company, the fulfillment of the Company’s obligations and undertakings hereunder and the consummation by the Company of the transactions contemplated hereby shall not violate or conflict with any provision of (A) any applicable law, ordinance, rule or regulation of any governmental body, (B) the charter, bylaws or similar operative documents of the Company, or

(C) any judgment, decree, writ, injunction, order or award of any arbitration panel, court or governmental authority, except in the case of clause (A) as would not have a Material Adverse Effect.

(v) **Anti-takeover.** The board of directors of the Company has taken all necessary action to cause Section 203 of the Delaware General Corporate Law to be inapplicable to the Company, and has taken all necessary action to cause any other applicable anti-takeover or similar statute or regulation or provision of the Company charter or bylaws, or other organizational or constitutive documents or governing instruments of the Company, to be inapplicable to any acquisition of Purchased Shares by Amgen.

3. Standstill Waiver. This Agreement hereby amends the Confidentiality Agreement dated February 11, 2003 between Amgen and the Company, as amended by an amendment letter dated May 21, 2003 between the Parties and an amendment letter dated August 29, 2003 between the Parties (as amended, the “Confidentiality Agreement”), to provide that the prohibitions, restrictions and other terms and conditions contained in Section 6 of the Confidentiality Agreement shall not apply to any acquisition of any Purchased Shares by Amgen or offer or proposal in connection therewith.

4. Deliveries Prior to Offering. The Company hereby covenants and agrees to deliver to Amgen the following documents prior to the commencement of the sale of any securities by the Underwriters in the Offering (except that the Company agrees to deliver (i) the consents or legal opinions described in Section 4(b) below on such date as the referenced opinion letters are delivered to the Underwriters, provided that Amgen acquires Purchased Shares and (ii) the Officer’s Certificate in Section 4(e) below on each date, if any, that Amgen acquires Purchased Shares), which documents shall be fully-executed (other than any required execution by Amgen) and in full force and effect as of the date of delivery, and such documents shall not be or have been amended, modified, revoked, superseded or otherwise rendered ineffective or incorrect in any way on or prior to the completion of the Offering:

(a) Amendment to Rights Agreement. An amendment to the Rights Agreement dated as of December 11, 2002 by and between the Company and Wells Fargo Bank Minnesota, N.A., as amended by an amendment thereto dated May 21, 2003, substantially in the form attached hereto as Appendix A.

(b) Opinion Reliance. Either (i) a written consent of Cooley Godward LLP, or such other outside counsel representing the Company in the Offering as is reasonably acceptable to Amgen, and a written consent of any other counsel (including in-house counsel and patent counsel) representing the Company in the Offering that delivers an opinion to the Underwriters in connection with the Offering, that in each case entitles Amgen to rely upon such counsel’s opinion given to the Underwriters in connection with the Offering to the same extent as if such counsel had given the opinion directly to Amgen; or (ii) an opinion of each such counsel addressed to Amgen in substantially the same form as such counsel’s opinion given to the Underwriters in connection with the Offering; *provided, however,* that in the case of clause (i) such reliance letters will not permit Amgen to rely upon, and in the case of clause (ii) such opinions will not include, any “negative 10b-5” assurance included in the opinions to the Underwriters.

(c) Amendment to Registration Rights Agreement. An amendment to the Registration Rights Agreement dated June 27, 2003 between the Parties (the “Amgen

Registration Rights Agreement”), substantially in the form attached hereto as Appendix B (the “Amendment to Registration Rights Agreement”), and an officer’s certificate certifying that the Company’s board of directors has authorized the officers of the Company to enter into such Amendment to Registration Rights Agreement.

(d) Reserved.

(e) Officer’s Certificate. A certificate executed by the Chief Financial Officer of the Company (an “Officer’s Certificate”) certifying that the representations and warranties of the Company set forth in *Section 2(b)* hereof are true and correct as of each date, if any, that Amgen acquires Purchased Shares.

5. Further Assurances. The Company agrees to use its commercially reasonable efforts to take, or cause to be taken, any appropriate action, and do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the terms of this Agreement, including procuring and delivering the documents required to be delivered under *Section 4* hereof, as promptly as practicable after the date hereof (provided that, the Company agrees to deliver the Officer’s Certificate on each date, if any, that Amgen acquires Purchased Shares). Without limiting the generality of the foregoing, the Company shall solicit within five business days of the date hereof, and use its commercially reasonable efforts to obtain as promptly as practicable, the affirmative waiver or consent of (i) the holders of a majority of the Company’s outstanding Registrable Securities (as such term is defined in that certain Amended and Restated Registration Rights Agreement, dated as of August 15, 1999, by and among the Company, those individuals and entities set forth on the Schedule of Rights Holders attached thereto as Exhibit A and the holders of warrants to purchase the Company’s Series H Preferred Stock set forth on the Schedule of Warrantholders attached thereto as Exhibit B, as further amended by that certain Notice, Waiver and Amendment of Registration Rights dated as of July 23, 2001, and as further amended by that certain Consent, Waiver and Amendment of Registration Rights dated as of June 27, 2003) and (ii) the holders of a majority of the Company’s outstanding Registrable Securities (as such term is defined in that certain Investor Rights Agreement, dated as of October 31, 1997, by and among the Company and those individuals and entities set forth on the Schedule of Investors attached thereto as Exhibit A and those option holders set forth on the Schedule of Option Holders attached thereto as Exhibit B, as amended by that certain Notice, Waiver and Amendment of Registration Rights dated as of July 23, 2001, and as further amended by that certain Consent, Waiver and Amendment of Registration Rights dated as of June 27, 2003), waiving all piggy-back registration rights with respect to any registration statement filed by the Company pursuant to the Registration Rights Agreement, as amended by the Amendment to Registration Rights Agreement, which waivers and consents shall be in the form attached hereto as Appendix C (the “Registration Rights Holder Consent”). As soon as practicable after receipt of the Registration Rights Holder Consent, the Company shall deliver to Amgen an officer’s certificate certifying that the Registration Rights Holder Consent has been obtained.

6. Termination. This Agreement may be terminated at any time by the mutual written consent of the Company and Amgen. In the event that this Agreement shall be terminated, all further obligations of the Parties hereto under this Agreement shall terminate without further liability or obligation of either Party to the other Party hereunder; provided that, no Party shall be released from liability hereunder if this Agreement is terminated and the transactions abandoned by reason of (i) willful failure of such Party to have performed its obligations hereunder, (ii) breach of this Agreement or (iii) any knowing misrepresentation made by such Party of any

material matter set forth herein. Notwithstanding the foregoing, the representations and warranties set forth in *Section 2(b)* of this Agreement and the covenants and agreements set forth in this Agreement shall survive the completion of the acquisition of Purchased Shares by Amgen for the full applicable statute of limitations, and the representations and warranties set forth in *Section 2(a)* of this Agreement (including those incorporated by reference into this Agreement) shall terminate upon the completion of the acquisition of Purchased Shares by Amgen.

7. Indemnity.

(a) In the event Amgen acquires Purchased Shares, the Company hereby agrees that Amgen shall receive the benefit of, and be entitled to rely upon, the indemnification and contribution obligations of the Company to the Underwriters in the Underwriting Agreements to the same extent as the Underwriters, as if the Company had entered into such indemnification and contribution obligations directly with Amgen. The indemnification and contribution obligations of the Company to the Underwriters in the Underwriting Agreements are hereby incorporated by reference into this Agreement for all purposes as if fully contained herein, provided that all references in such indemnification obligations to each of the Underwriters and its partners, directors and officers, and any person who controls such Underwriter shall refer to Amgen and its affiliates and its and their officers, directors and agents (the "Amgen Indemnitees"); and *provided further, however*, that Amgen shall not receive the benefit of, and shall not be entitled to rely upon, the indemnification and contribution obligations of the Company to the Underwriters in the Underwriting Agreements with respect to any materials used in the marketing of the Offering other than the prospectus supplement and accompanying prospectus delivered in connection with the Offering.

(b) In the event Amgen acquires Purchased Shares, the Company shall indemnify and hold the Amgen Indemnitees harmless from and against, and shall pay to Amgen the full amount of, any loss, claim, damage, liability or expense (including reasonable attorneys' fees) (hereafter referred to as a "Claim") resulting to an Amgen Indemnitee from, any inaccuracy in any representation or warranty set forth in *Section 2(b)* of this Agreement or any material breach of any covenant or agreement by the Company contained in this Agreement. Upon the occurrence of any event for which Amgen is entitled to indemnification under this Agreement, Amgen shall have all the rights and remedies in law and in equity available to it.

8. Reserved.

9. Amendment. This Agreement shall not be changed or modified orally, but only by an instrument in writing signed by both Parties.

10. Governing Law. This Agreement and the validity, performance, construction and effect of this Agreement shall be governed in all respects by the laws of the State of California, with the exception of its provisions governing the conflict of laws.

11. Jurisdiction. Each of the Parties hereby irrevocably and unconditionally submits, for itself and its assets and properties, to the exclusive jurisdiction of any California State court, or Federal court of the United States of America, sitting within the State of California, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, or for recognition or enforcement of any judgment relating thereto, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such action or proceeding except in such courts, (ii) agrees that any

With a copy to:

Latham & Watkins
650 Town Center Drive
20th Floor
Costa Mesa, California 92626
Facsimile: (714) 755-8290
Attention: Charles K. Ruck

14. Waiver. The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party. None of the terms, covenants and conditions of this Agreement can be waived except by the written consent of the Party waiving compliance.

15. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be regarded as one and the same instrument. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a Party hereto shall constitute a valid and binding execution and delivery of this Agreement by such Party. Such facsimile copies shall constitute enforceable original documents.

16. Severability. If any provision of this Agreement is declared invalid by a court of last resort or by any court from the decision of which an appeal is not taken within the time provided by law, then and in such event, this Agreement will be deemed to have been terminated only as to the portion thereof that relates to the provision invalidated by that decision, but this Agreement, in all other respects will remain in force; *provided, however*, that if the provision so invalidated is essential to this Agreement as a whole, then the Parties shall negotiate in good faith to amend the terms hereof as nearly as practical to carry out the original intent of the Parties.

17. Headings. The headings used in this Agreement have been inserted for convenience only, and they are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date first written above.

COMPANY:

Tularik Inc.

By: /s/ William J. Rieflin

William J. Rieflin
Executive Vice President, Administration

AMGEN:

Amgen Inc.

By: /s/ Richard Nanula

Name: Richard Nanula
Title: Executive Vice President, Finance,
Strategy and Communications, and CFO

AMENDMENT NO. 1 TO REGISTRATION RIGHTS AGREEMENT

THIS AMENDMENT NO. 1 TO REGISTRATION RIGHTS AGREEMENT (the "Amendment") is made effective as of November 10, 2003, by and between **TULARIK INC.**, a Delaware corporation (the "Company"), and **AMGEN INC.**, a Delaware corporation ("Amgen").

RECITALS

WHEREAS, the Company and Amgen have entered into a Registration Rights Agreement dated as of June 27, 2003 (the "Agreement"); and

WHEREAS, the Company proposes to issue shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), in an underwritten public offering duly registered under the Securities Act of 1933, as amended, pursuant to a prospectus supplement to that certain Registration Statement on Form S-3 (Registration No. 333-67366), originally filed by the Company with the Securities and Exchange Commission (the "SEC") on August 13, 2001, a preliminary version of which prospectus supplement was filed by the Company with the SEC on November 4, 2003, and a final version of which prospectus supplement is expected by the Company to be filed with the SEC on November 12, 2003 (the "Offering"); and

WHEREAS, as of the date hereof, Amgen is the holder of all Registrable Securities (as that term is currently defined in the Agreement) under the Agreement; and

WHEREAS, the Company is willing to permit Amgen to acquire shares of Common Stock in connection with the Offering (such shares, the "Purchased Shares") and the parties desire to amend the Registration Rights Agreement to include any such Purchased Shares.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

AGREEMENT

1. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

2. **AMENDMENT.**

2.1 The definition of "Registrable Securities" set forth in Section 1(aa) of the Agreement is hereby deleted and replaced in its entirety as follows:

"The term "Registrable Securities" means the Common Stock issued or issuable to Amgen or acquired by Amgen:

- (i) pursuant to the Company Stock Purchase Agreement;
- (ii) pursuant to the ZKB Stock Purchase Agreement; and

(iii) in connection with an underwritten public offering duly registered under the Securities Act of 1933, as amended, pursuant to a prospectus supplement to that certain Registration Statement on Form S-3 (Registration No. 333-67366), originally filed by the Company with the SEC on August 13, 2001, a preliminary version of which prospectus supplement was filed by the Company with the SEC on November 4, 2003, and a final version of which prospectus supplement is expected by the Company to be filed with the SEC on November 12, 2003 (the "Offering");

provided, however, that the above described securities shall not be treated as Registrable Securities if and so long as they (x) have been sold by a Holder to or through a broker or dealer or underwriter in a public distribution or a public securities transaction, (y) have been sold by a Holder pursuant to Rule 144 promulgated under the Act in a transaction exempt from the registration and prospectus delivery requirements of the Act so that all transfer restrictions and restrictive legends with respect thereto are removed upon the consummation of such sale or (z) are able to be sold without restriction under Rule 144 of the Act."

2.2 The third sentence of Section 2(a) of the Agreement is hereby deleted and replaced in its entirety as follows:

"The Company shall not permit any securities other than the Registrable Securities to be included in the Shelf Registration Statement; *provided, however*, that until such time as the Company obtains appropriate waivers from (i) the holders of a majority of the Company's outstanding Registrable Securities (as such term is defined in that certain Amended and Restated Registration Rights Agreement, dated as of August 15, 1999, by and among the Company, those individuals and entities set forth on the Schedule of Rights Holders attached thereto as Exhibit A and the holders of warrants to purchase the Company's Series H Preferred Stock set forth on the Schedule of Warrantholders attached thereto as Exhibit B, as further amended by that certain Notice, Waiver and Amendment of Registration Rights dated as of July 23, 2001, and as further amended by that certain Consent, Waiver and Amendment of Holders of Registrable Securities dated as of June 27, 2003 (the "Amended and Restated Registration Rights Agreement")) and (ii) the holders of a majority of the Company's outstanding Registrable Securities (as such term is defined in that certain Investor Rights Agreement, dated as of October 31, 1997, by and among the Company and those individuals and entities set forth on the Schedule of Investors attached thereto as Exhibit A and those option holders set forth on the Schedule of Option Holders attached thereto as Exhibit B, as amended by that certain Notice, Waiver and Amendment of Registration Rights dated as of July 23, 2001, and as further amended by that certain Consent, Waiver and Amendment of Holders of Registrable Securities dated as of June 27, 2003 (the "Investor Rights Agreement")), waiving all piggy-back registration rights with respect to any Shelf Registration Statement filed by the Company under this

Agreement, the Company may be required to permit the Company securities defined as “Registrable Securities” under the Amended and Restated Registration Rights Agreement and the Investor Rights Agreement to be included in the Shelf Registration Statement to the extent, but only to the extent, that such Shelf Registration Statement includes Registrable Securities purchased by Amgen in the Offering.”

3. MISCELLANEOUS.

3.1 **Effect of Amendment.** Except as modified by the terms of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect.

3.2 **Amendment.** This Amendment shall not be changed or modified orally, but only by an instrument in writing signed by the parties.

3.3 **Governing Law.** This Amendment shall be governed in all respects by the laws of the State of California as such laws are applied to agreements between California residents entered into and to be performed entirely within California.

3.4 **Successors and Assigns.** Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executor and administrator of the parties hereto and the Holders, and shall be enforceable by any Holder.

3.5 **Entire Agreement.** The Agreement, as amended by this Amendment, constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof.

3.6 **No Inconsistent Agreements.** The Company will not on or after the date of this Amendment enter into any agreement with respect to its securities which is inconsistent with the rights granted to Holders in the Agreement, as amended by this Amendment, or otherwise conflicts with the provisions thereof.

3.7 **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered this 10th day of November, 2003.

COMPANY:

TULARIK INC.

By: /s/ William J. Rieflin

Print Name: William J. Rieflin

Title: Executive Vice President

Address:

1120 Veterans Boulevard
South San Francisco, CA 94080

HOLDER:

AMGEN INC.

By: /s/ Richard Nanula

Print Name: Richard Nanula

Title: Executive Vice President, Finance,

Strategy and Communications, and CFO

Address:

One Amgen Center Drive
Thousand Oaks, CA 91320-1799

PERSONAL AND CONFIDENTIAL

August 29, 2003

David V. Goeddel, Ph.D., Chief Executive Officer
Tularik Inc.
1120 Veterans Blvd.
South San Francisco, CA 94010

Dear Dr. Goeddel:

With respect to that certain Letter Agreement ("Letter Agreement") dated February 11, 2003 and amended May 21, 2003 by Amgen Inc. and accepted by Tularik Inc., a copy of which is attached hereto, the date "July 1, 2003" set forth in Section 10 of the Letter Agreement is hereby extended to "January 1, 2004". The Letter Agreement shall remain in full force and effect except as hereby amended.

Sincerely,

AMGEN INC.

By: /s/ Richard D. Nanula

Name: Richard D. Nanula
Its: Executive Vice President, Finance, Strategy and
Communications and Chief Financial Officer

Accepted and Agreed to
As of the date first above written:

TULARIK INC.

By: /s/ David V. Goeddel

Name: David V. Goeddel
Its: Chief Executive Officer