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

SCHEDULE 13D

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

CYTOKINETICS, INCORPORATED

(Name of Issuer)

COMMON STOCK, $0.001 par value

(Title of Class of Securities)

23282W100

(CUSIP Number)

David J. Scott, Esq.
Senior Vice President,
General Counsel and Secretary
Amgen Inc.
One Amgen Center Drive
Thousand Oaks, CA 91320-1799
(805) 447-1000

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

December 29, 2006

(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 §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), 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 §240.13d-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 of 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**	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		
	7	SOLE VOTING POWER **3,484,806**
	8	SHARED VOTING POWER **-0-**
	9	SOLE DISPOSITIVE POWER **3,484,806**
	10	SHARED DISPOSITIVE POWER **-0-**

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON **3,484,806**	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) **7.5%**	
14	TYPE OF REPORTING PERSON **CO**	

Item 1. Security and Issuer.

This statement on Schedule 13D (this "Statement") relates to the common stock, $0.001 par value per share (the "Common Stock"), of Cytokinetics, Incorporated, a Delaware corporation (the "Issuer"), having its principal executive offices at 280 East Grand Avenue, South San Francisco, California 94080.

Item 2. Identity and Background.

(a)-(c), (f) The name of the corporation filing this Statement is Amgen Inc., a Delaware corporation ("Amgen"). The address of Amgen's principal business is One Amgen Center Drive, Thousand Oaks, California 91320. Amgen is a global biotechnology company that discovers, develops, manufactures and markets human therapeutics based on advances in cellular and molecular biology. The name, citizenship, business address and present principal occupation of each executive officer and director of Amgen is listed on **Schedule A** attached hereto (Amgen, together with the individuals identified on Schedule A, being referred to herein as the "Reporting Persons").

(d) Neither Amgen, nor to the knowledge of Amgen, any other Reporting Person has, during the last five years been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors).

(e) Neither Amgen, nor to the knowledge of Amgen, any other Reporting Person has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

On December 29, 2006, Amgen and the Issuer entered into a Common Stock Purchase Agreement (the "CSPA"), which provides for the sale of 3,484,806 shares of the Issuer's Common Stock (the "Shares") at a price per share of $9.47 and an aggregate purchase price of $33,001,112.82, and a Registration Rights Agreement ("RRA") that provides Amgen with certain registration rights with respect to the Shares. Pursuant to the terms of the CSPA, Amgen has agreed to certain trading and other restrictions with respect to the Issuer's Common Stock, including (i) a lockup provision restricting Amgen's disposition of any shares of the Issuer's Common Stock until (A) if Amgen exercises its collaboration option described below under "Purpose of Transaction", the date that is 2 years following the exercise of such option, or (B) if Amgen does not exercise its collaboration option, the date that is 60 days following the expiration of such option, and (ii) a standstill provision restricting Amgen's acquisition of additional shares of the Issuer's Common Stock until December 29, 2009, subject, in each case of the foregoing lockup and standstill provisions, to certain qualifications and limitations contained in the CSPA. The CSPA and the RRA are attached hereto as Exhibits 1 and 2, respectively, and are incorporated by reference herein.

All funds for the purchase of the Shares were obtained from the working capital of Amgen.

Item 4. Purpose of Transaction.

From time to time in the past, where circumstances warranted, Amgen has acquired equity securities of public and private companies with which Amgen has had a collaborative, licensing or other strategic relationship.

On December 29, 2006, Amgen and the Issuer entered into a Collaboration and Option Agreement (the "Collaboration Agreement") to discover, develop and commercialize novel small–molecule therapeutics that activate cardiac muscle contractility for potential applications in the treatment of heart failure. In addition, the terms of the Collaboration Agreement grant Amgen an option to participate in future development and commercialization of the Issuer's lead drug candidate arising from this program, CK–1827452. Under the terms of the Collaboration Agreement, Amgen will pay the Issuer a non–refundable up–front license and technology access fee of $42 million. Amgen and the Issuer have also entered into a security agreement in connection with the Collaboration Agreement that will provide Amgen with a security interest in certain patents and related property to secure the Company's obligations under the Collaboration Agreement. The collaboration is worldwide, excluding Japan. In connection with the Collaboration Agreement, Amgen and the Issuer entered into the CSPA and the RRA.

From time to time, representatives of Amgen have engaged in preliminary discussions with the Issuer concerning a possible business transaction around the Issuer's scientific programs, including its CK-1827452 program. In each case, except for the current Collaboration Agreement, such discussions were terminated at a preliminary stage without resulting in any agreements. Subject to the requirements of the CSPA,

such discussions could be renewed at any time in the future, the outcome of which would depend on the parties' ability to reach agreement on the material terms for any such transaction.

Amgen intends to closely monitor and evaluate the business affairs, financial position and performance of the Issuer, including, but not limited to, an analysis and assessment of the capital markets in general, developments concerning the Issuer and the Issuer's share price, capital structure, management, and prospects. Depending on these and other factors deemed relevant by Amgen, subject to the requirements of the CSPA and RRA, Amgen may, directly or indirectly, acquire additional shares of the Issuer's Common Stock as it deems appropriate, in open market purchases, privately negotiated transactions or otherwise. Alternatively, subject to the requirements of the CSPA and RRA, Amgen may dispose of some or all of its shares of the Issuer's Common Stock now owned or hereafter acquired by it, in open market sales, privately negotiated transactions or otherwise. Except as disclosed above, Amgen acquired the Shares for investment purposes.

Item 5. <u>Interest in Securities of the Issuer</u>.

(a)-(b) Amgen may be deemed to have the following:

(i) Sole power to vote or direct the vote: 3,484,806

(ii) Shared power to vote or direct the vote: -0-

(iii) Sole power to dispose or direct the disposition: 3,484,806

(iv) Shared power to dispose or direct the disposition of: -0-

Such Common Stock constitutes 7.5% of the Issuer's outstanding Common Stock. This calculation is based on the Issuer having 46,758,364 outstanding shares of Common Stock (43,273,558 shares of Common Stock outstanding as of December 12, 2006, as disclosed by the Issuer in the CSPA, plus the 3,484,806 shares of Common Stock issued to Amgen).

To the knowledge of Amgen, no other Reporting Person has an equity or other ownership interest in the Issuer.

(c) As described in Items 3 and 4 of this Statement, Amgen has entered into the CSPA within the last 60 days. Except as disclosed herein, the Reporting Persons have not effected any other transactions with respect to the Issuer's Common Stock within the last 60 days.

(d) To the knowledge of Amgen, no person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities of the Issuer deemed to be beneficially owned by Amgen.

(e) Not applicable.

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

Items 3 and 4 above summarize certain provisions of the CSPA and the RRA.

A copy of the CSPA is attached hereto as Exhibit 1 and is incorporated by reference herein. A copy of the RRA is attached hereto as Exhibit 2 and is incorporated by reference herein.

Item 7. <u>Material to be filed as Exhibits</u>.

The following documents are filed as exhibits:

Exhibit 1	Common Stock Purchase Agreement, dated December 29, 2006, by and between Amgen Inc. and Cytokinetics, Incorporated
Exhibit 2	Registration Rights Agreement dated December 29, 2006, by and between Amgen Inc. and Cytokinetics, Incorporated

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: January 8, 2007

AMGEN INC.

/s/ David J. Scott

Name: David J. Scott
Title: Senior Vice President, General Counsel and Secretary

SCHEDULE A

DIRECTORS AND EXECUTIVE OFFICERS OF AMGEN INC.

The name, citizenship, business address, title and present principal occupation or employment of each of the directors and executive officers of Amgen Inc. are set forth below.

Name	Principal Occupation[1]	Business Address[2]
Executive Officers		
Dennis M. Fenton	Executive Vice President, Operations	
Thomas J. Flanagan	Senior Vice President and Chief Information Officer	
Brian M. McNamee	Senior Vice President, Human Resources	
George J. Morrow	Executive Vice President, Global Commercial Operations	
Richard D. Nanula	Executive Vice President and Chief Financial Officer	
Roger M. Perlmutter	Executive Vice President, Research and Development	
David J. Scott	Senior Vice President, General Counsel and Secretary	
Kevin W. Sharer	Chairman of the Board, Chief Executive Officer and President	

1 The principal occupation of each executive officer is with Amgen Inc.
2 The business address of each executive officer is Amgen Inc., One Amgen Center Drive, Thousand Oaks, California 91320-1799.

Name	Principal Occupation	Business Address
Directors		
David Baltimore	President Emeritus and Robert Andrews Millikan Professor of Biology, California Institute of Technology	California Institute of Technology MC 147-75 1200 E. California Boulevard Pasadena, California 91125
Frank J. Biondi, Jr.	Senior Managing Director, WaterView Advisors LLC	WaterView Advisors LLC 110 N. Rockingham Avenue Los Angeles, California 90049
Jerry D. Choate	Retired Chairman and Chief Executive Officer, The Allstate Corporation	33971 Selva Road Suite 130 Dana Point, California 92629
Frederick W. Gluck	Retired Vice Chairman,	743 San Ysidro Road

	Bechtel Group, Inc.	Santa Barbara, California 93108
Frank C. Herringer	Chairman, Transamerica Corporation	600 Montgomery Street 35th Floor San Francisco, California 94111
Gilbert S. Omenn	Professor of Internal Medicine, Human Genetics and Public Health Director, Center for Computational Medicine & Biology, University of Michigan	University of Michigan Medical School 2017 Palmer Commons 100 Washtenaw Avenue Ann Arbor, Michigan 48109-2218
Judith C. Pelham	President Emeritus, Trinity Health	Northville Hills Golf Club Community 45695 Tournament Drive Northville, Michigan 48167
J. Paul Reason	Consultant, Naval Studies Board	700 New Hampshire Ave., NW Apartment 402 Washington, DC 20037
Donald B. Rice	Chairman, President and Chief Executive Officer, Agensys, Inc.	Agensys, Inc. 1545 17th Street Santa Monica, California 90404
Leonard D. Schaeffer	Former Chairman of the Board, Wellpoint Inc.	1733 Ocean Avenue, Suite 325 Santa Monica, California 90401
Kevin W. Sharer	Chairman of the Board, Chief Executive Officer and President, Amgen Inc.	Amgen Inc. One Amgen Center Drive Thousand Oaks, California 91320-1799

* Each person listed is a citizen of the United States.

Exhibit 1

Execution Copy

CYTOKINETICS, INCORPORATED

COMMON STOCK PURCHASE AGREEMENT

THIS COMMON STOCK PURCHASE AGREEMENT (the "**Agreement**") is made as of December 29, 2006 (the "**Execution Date**") by and between Cytokinetics, Incorporated, a Delaware corporation (the "**Company**"), and Amgen Inc., a Delaware corporation (the "**Investor**"). All terms not defined herein shall have the meaning set forth for such terms in the Collaboration and Option Agreement, dated as of December 29, 2006 by and between the Company and the Investor (the "**Collaboration Agreement**").

RECITALS

WHEREAS, the Company and the Investor have entered into the Collaboration Agreement;

WHEREAS, pursuant to terms set forth in the Collaboration Agreement and this Agreement the Company desires to sell to the Investor, and the Investor desires to purchase from the Company, shares of the Company's Common Stock;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and contained in the Collaboration Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1

Purchase and Sale of Shares

1.1 ***Sale of Shares***. Subject to the terms and conditions hereof and of the Collaboration Agreement, the Company will issue and sell to the Investor, and the Investor will purchase from the Company, at the Closing, 3,484,806 shares of Common Stock (the "**Shares**") at a price per share of $9.47, and an aggregate purchase price of $33,001,112.82 (the "**Aggregate Purchase Price**").

1.2 ***Closing***. The purchase and sale of the Shares shall take place at a closing (the "**Closing**") to be held at the offices of Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road, Palo Alto, CA 94304-1050, on the third trading day following the date hereof (the "**Closing Date**"). At the Closing, the Company will deliver or cause to be delivered to the Investor a certificate or certificates representing the Shares that the Investor is purchasing and, concurrently, the Investor shall pay the Aggregate Purchase Price by (a) check payable to the Company, (b) wire transfer in accordance with the Company's instructions, or (c) any combination of the foregoing.

SECTION 2

Representations and Warranties of the Company

Except as set forth on the Schedule of Exceptions attached hereto as Exhibit A, the Company hereby represents and warrants the following as of the Execution Date:

2.1 ***Organization and Good Standing and Qualifications***. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to own, lease, operate and occupy its properties and to carry on its business as now being conducted. Except as set forth in the Commission Documents (as defined below), the Company does not own more than 50% of the outstanding capital stock of or control any other business entity. The Company is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which the nature of the business conducted or property owned or leased by it makes such qualification necessary, other than those in which the failure so to qualify or be in good standing would not have a Material Adverse Effect. For purposes of this Agreement, "**Material Adverse Effect**" shall mean any event or condition that would reasonably be likely to have a material adverse effect on the business, operations, properties or financial condition of the Company and its consolidated subsidiaries, taken as a whole; provided, that none of the following shall constitute a "Material Adverse Effect": the effects of conditions or events that are generally applicable to the capital, financial, banking or currency markets and the biotechnology industry, and changes in the market price of the Common Stock.

2.2 ***Authorization***. (i) The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement; (ii) the execution and delivery of this Agreement by the Company, the consummation by the Company of the transactions contemplated hereby and thereby and the issuance, sale and delivery of the Shares have been duly authorized by all necessary corporate action and no further consent or authorization of the Company or its Board of Directors or stockholders is required; and (iii) the Agreement has been duly executed and delivered and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, securities, insolvency, or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies, or indemnification or by other equitable principles of general application.

2.3 ***Valid Issuance of Shares***. The issuance of the Shares has been duly authorized by all requisite corporate action. When the Shares are issued, sold and delivered in accordance with the terms of this Agreement for the consideration expressed herein, the Shares will be duly and validly issued and outstanding, fully paid, and nonassessable, and will be free of restrictions on transfer other than restrictions on transfer under this Agreement and under applicable state and federal securities laws and, except as otherwise set forth herein or in the Collaboration Agreement, the Investor shall be entitled to all rights accorded to a holder of shares of common stock. The Company has reserved a sufficient number of shares of Common Stock for issuance to the Investor in accordance with the Company's obligations under this Agreement.

2.4 ***No Conflict***. The execution, delivery and performance of this Agreement, and any other document or instrument contemplated hereby, by the Company and the consummation by

the Company of the transactions contemplated hereby, do not: (i) violate any provision of the Certificate or Bylaws, (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any material agreement, mortgage, deed of trust, indenture, note, bond, license, lease agreement, instrument or obligation to which the Company is a party where such default or conflict would constitute a Material Adverse Effect, (iii) create or impose a lien, charge or encumbrance on any property of the Company under any agreement or any commitment to which the Company is a party or by which the Company is bound, which would constitute a Material Adverse Effect, (iv) result in a violation of any federal, state, local or foreign statute, rule, regulation, order, writ, judgment or decree (including federal and state securities laws and regulations) applicable to the Company or any of its subsidiaries or by which any property or asset of the Company are bound or affected where such violation would constitute a Material Adverse Effect, or (v) require any consent of any third-party that has not been obtained pursuant to any material contract to which the Company is subject or to which any of its assets, operations or management may be subject where the failure to obtain any such consent would constitute a Material Adverse Effect. The Company is not required under federal, state or local law, rule or regulation to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency in order for it to execute, deliver or perform any of its obligations under this Agreement or issue and sell the Shares in accordance with the terms hereof (other than any filings that may be required to be made by the Company with the Securities and Exchange Commission (the "**Commission**"), the National Association of Securities Dealers, Inc./Nasdaq or state securities commissions subsequent to the Closing); provided that, for purposes of the representation made in this sentence, the Company is assuming and relying upon the accuracy of the relevant representations and agreements of the Investor herein.

2.5 ***Compliance***. The Company is not (i) in violation or default of any provision of any instrument, mortgage, deed of trust, loan, contract, commitment filed with the Commission Documents, (ii) in violation of any provision of any judgment, decree, order or obligation to which it is a party or by which it or any of its properties or assets are bound, or (iii) in violation of any federal, state or, to its knowledge, local statute, rule or governmental regulation, in the case of each of clauses (i), (ii) and (iii), which would have a Material Adverse Effect.

2.6 ***Capitalization***. As of December 12, 2006 (the "**Reference Date**"), a total of 43,273,558 shares of Common Stock were issued and outstanding, increased as set forth in the next sentence. Other than in the ordinary course of business, the Company has not issued any capital stock since the Reference Date other than pursuant to (i) employee benefit plans disclosed in the Commission Documents, and (ii) outstanding warrants, options or other securities disclosed in the Commission Documents. The outstanding shares of capital stock of the Company have been duly and validly issued and are fully paid and nonassessable, were not issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities, and, for those shares issued during the last 24 months, have been issued in compliance with all federal and state securities laws, in each case except as would not reasonably be expected to have a Material Adverse Effect. Except as set forth in the Commission Documents, there are no outstanding rights (including, without limitation, preemptive rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any unissued shares of capital stock or other equity interest in the Company, or any contract, commitment, agreement, understanding or arrangement of any kind to which the

Company is a party and relating to the issuance or sale of any capital stock of the Company, any such convertible or exchangeable securities or any such rights, warrants or options. Without limiting the foregoing, no preemptive right, co-sale right, right of first refusal, registration right, or other similar right exists with respect to the Shares or the issuance and sale thereof. Except as disclosed in the Commission Documents, there are no shareholder agreements, voting agreements or other similar agreements with respect to the voting of the Shares to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's shareholders.

2.7 ***Commission Documents, Financial Statements***. The Company's Common Stock is registered pursuant to Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and since April 29, 2004 the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the Commission pursuant to the reporting requirements of the Exchange Act, including material filed pursuant to Section 13(a) or 15(d) of the Exchange Act (all of the foregoing, including filings incorporated by reference therein, being referred to herein as the "**Commission Documents**"). Except as previously disclosed to the Investor in writing, since April 29, 2004 the Company has maintained all requirements for the continued listing or quotation of its Common Stock, and such Common Stock is currently listed or quoted on the Nasdaq Global Market. As of its date, the Company's Form 10-K for the year ended December 31, 2005 complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the Commission promulgated thereunder applicable to such document, and, as of its date, after giving effect to the information disclosed and incorporated by reference therein, to the Company's knowledge such Form 10-K did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. As of their respective dates, to the Company's knowledge the financial statements of the Company included in the Commission Documents filed with the Commission since April 29, 2004 complied as to form and substance in all material respects with applicable accounting requirements and the published rules and regulations of the Commission or other applicable rules and regulations with respect thereto. Such financial statements have been prepared in accordance with generally accepted accounting principles ("**GAAP**") applied on a consistent basis during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto or (ii) in the case of unaudited interim statements, to the extent they may not include footnotes or may be condensed or summary statements), and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments).

2.8 ***Material Adverse Change***. Except as disclosed in the Commission Documents, since September 30, 2006, no event or series of events has or have occurred that would, individually or in the aggregate, have a Material Adverse Effect on the Company.

2.9 ***No Undisclosed Liabilities***. To the Company's knowledge, neither the Company nor any of its subsidiaries has any liabilities, obligations, claims or losses (whether liquidated or unliquidated, secured or unsecured, absolute, accrued, contingent or otherwise) that would be required to be disclosed on a balance sheet of the Company or any of its subsidiaries (including the notes thereto) in conformity with GAAP and are not disclosed in the Commission Documents, other than those incurred in the ordinary course of the Company's or its subsidiaries' respective businesses

since September 30, 2006 or which, individually or in the aggregate, do not or would not have a Material Adverse Effect on the Company.

2.10 ***No Undisclosed Events or Circumstances***. To the Company's knowledge, and except for the transactions contemplated by this Agreement and the Collaboration Agreement, no event or circumstance has occurred or exists with respect to the Company, its subsidiaries, or their respective businesses, properties, operations or financial condition, which, under applicable law, rule or regulation, requires public disclosure or announcement by the Company but which has not been so publicly announced or disclosed and which, individually or in the aggregate, would have a Material Adverse Effect on the Company.

2.11 ***Actions Pending***. There is no action, suit, claim, investigation or proceeding pending or, to the knowledge of the Company, threatened against the Company or any subsidiary which questions the validity of this Agreement or the transactions contemplated hereby or any action taken or to be taken pursuant hereto. Except as set forth in the Commission Documents or as previously disclosed in writing to the Investor, there is no action, suit, claim, investigation or proceeding pending or, to the knowledge of the Company, threatened, against or involving the Company, any subsidiary, or any of their respective properties or assets that could be reasonably expected to have a Material Adverse Effect on the Company. Except as set forth in the Commission Documents or as previously disclosed to the Investor in writing, no judgment, order, writ, injunction or decree or award has been issued by or, to the knowledge of the Company, requested of any court, arbitrator or governmental agency which could be reasonably expected to result in a Material Adverse Effect.

2.12 ***Compliance with Law***. The businesses of the Company and its subsidiaries have been and are presently being conducted in accordance with all applicable federal, state and local governmental laws, rules, regulations and ordinances, except as set forth in the Commission Documents or such that would not reasonably be expected to cause a Material Adverse Effect. Except as set forth in the Commission Documents, the Company and each of its subsidiaries have all franchises, permits, licenses, consents and other governmental or regulatory authorizations and approvals necessary for the conduct of its business as now being conducted by it, except for such franchises, permits, licenses, consents and other governmental or regulatory authorizations and approvals, the failure to possess which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

2.13 ***Exemption from Registration, Valid Issuance***. Subject to, and in reliance on, the representations, warranties and covenants made herein by the Investor, the issuance and sale of the Shares in accordance with the terms and on the bases of the representations and warranties set forth in this Agreement, may and shall be properly issued pursuant to Section 4(2) of the Securities Act of 1933, as amended (the "**Securities Act**"), Regulation D promulgated pursuant to the Act ("**Regulation D**") and/or any other applicable federal and state securities laws. The sale and issuance of the Shares pursuant to, and the Company's performance of its obligations under, this Agreement will not (i) result in the creation or imposition of any liens, charges, claims or other encumbrances upon the Shares or any of the assets of the Company, or (ii) except as previously disclosed to the Investor in writing, entitle the holders of any outstanding shares of capital stock of the Company to preemptive or other rights to subscribe to or acquire the Shares or other securities of the Company.

2.14 ***Transfer Taxes***. All stock transfer or other taxes (other than income taxes) which are required to be paid in connection with the sale and transfer of the Shares to be sold to Investor hereunder will be, or will have been, fully paid or provided for by the Company and all laws imposing such taxes will be or will have been fully complied with.

2.15 ***Investment Company***. The Company is not and, after giving effect to the offering and sale of the Shares, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended.

2.16 ***Brokers***. Except as expressly set forth in this Agreement or the Collaboration Agreement, no brokers, finders or financial advisory fees or commissions will be payable by the Company or any of its subsidiaries in respect of the transactions contemplated by this Agreement or the Collaboration Agreement.

SECTION 3

Representations and Warranties of the Investor

The Investor hereby represents and warrants the following as of the date hereof and as of the Closing Date:

3.1 ***Experience***. The Investor is experienced in evaluating companies such as the Company, has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the Investor's prospective investment in the Company, and has the ability to bear the economic risks of the investment.

3.2 ***Investment***. The Investor is acquiring the Shares for investment for the Investor's own account and not with the view to, or for resale in connection with, any distribution thereof. The Investor understands that the Shares have not been and will not be registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent as expressed herein. The Investor acknowledges and agrees that the Shares purchased by the Investor, until disposition of such Shares in accordance with the provisions of this Agreement, shall remain at all times within the Investor's control. The Investor further represents that it does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to any third person with respect to any of the Shares.

3.3 ***Rule 144***. The Investor acknowledges that the Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. The Investor is aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions. In connection therewith, the Investor acknowledges that the Company will make a notation on its stock books regarding the restrictions on transfers set forth in this Section 3 and will transfer the Shares on the books of the Company only to the extent not inconsistent therewith.

3.4 ***Access to Information***. The Investor has received and reviewed information about the Company and has had an opportunity to discuss the Company's business, management and

financial affairs with its management and to review the Company's facilities. The Investor has had a full opportunity to ask questions of and receive answers from the Company, or any person or persons acting on behalf of the Company, concerning the terms and conditions of an investment in the Shares. The Investor is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, except for the statements, representations and warranties contained in this Agreement and the Collaboration Agreement.

3.5 ***Authorization***. This Agreement when executed and delivered by the Investor will constitute a valid and legally binding obligation of the Investor, enforceable in accordance with its terms, subject to: (i) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief, and other equitable remedies; and (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.

3.6 ***Investor Status***. The Investor acknowledges that it is either (i) an institutional "accredited investor" as defined in Rule 501(a) of Regulation D of the Securities Act (an "**Institutional Accredited Investor**") or (ii) a "qualified institutional buyer" as defined in Rule 144A of the Securities Act, as indicated on Schedule A hereto, and the Investor shall submit to the Company such further assurances of such status as may be reasonably requested by the Company.

3.7 ***Shares of the Company***. As of the Execution Date, neither the Investor nor any of its Affiliates (as defined in Section 6.1(a)) own, directly or indirectly, any shares of Common Stock of the Company.

3.8 ***No Inducement***. The Investor was not induced to participate in the offer and sale of the Shares by the filing of any registration statement in connection with any public offering of the Company's securities, and the Investor's decision to purchase the Shares hereunder was not influenced by the information contained in any such registration statement.

SECTION 4

Conditions to Investor's Obligations at Closing

The obligations of the Investor under this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions, any of which may be waived in writing by the Investor (except to the extent not permitted by law):

4.1 ***No Injunction, etc***. No preliminary or permanent injunction or other binding order, decree or ruling issued by a court or governmental agency shall be in effect which shall have the effect of preventing the consummation of the transactions contemplated by this Agreement. No action or claim shall be pending before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would be reasonably likely to (i) prevent consummation of any of the transactions contemplated by this Agreement, (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation or (iii) have the effect of making illegal the purchase of, or payment for, any of the Shares by the Investor.

4.2 ***Representations and Warranties***. The representations and warranties of the Company contained in Section 2 shall have been true and correct in all material respects (except for such representations and warranties that are qualified by materiality which shall be true and correct in all respects) on and as of the Execution Date with the same effect as though such representations and warranties had been made on and as of such date.

4.3 ***Performance***. The Company shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Execution Date.

4.4 ***Compliance Certificate***. A duly authorized officer of the Company shall deliver to the Investor at the Closing a certificate stating that the conditions specified in Sections 4.2 and 4.3 have been fulfilled and certifying and attaching the Company's Certificate of Incorporation, Bylaws and authorizing Board of Directors resolutions with respect to this Agreement, the Collaboration Agreement and the transactions contemplated hereby and thereby.

4.5 ***Securities Laws***. The offer and sale of the Shares to the Investor pursuant to this Agreement shall be exempt from the registration requirements of the Securities Act and the registration and/or qualification requirements of all applicable state securities laws.

4.6 ***Authorizations.*** All authorizations, approvals or permits, if any, of any governmental authority or regulatory body that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement shall have been duly obtained and shall be effective on and as of the Closing.

4.7 ***Registration Rights Agreement***. The Company shall have executed and delivered a Registration Rights Agreement in the form attached hereto as Exhibit B.

4.8 ***Legal Opinion***. The Investor shall have received a legal opinion from Wilson Sonsini Goodrich & Rosati in the form attached hereto as Exhibit C.

SECTION 5

Conditions to the Company's Obligations at Closing

The obligations of the Company to the Investor under this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions by the Investor:

5.1 ***Representations and Warranties***. The representations and warranties of the Investor contained in Section 3 shall be true and correct in all material respects (except for such representations and warranties that are qualified by materiality which shall be true and correct in all respects) on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the Closing.

5.2 ***Securities Law Compliance***. The offer and sale of the Shares to the Investor pursuant to this Agreement shall be exempt from the registration requirements of the Securities Act and the registration and/or qualification requirements of all applicable state securities laws.

5.3 ***Authorization***. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement shall have been duly obtained and shall be effective on and as of the Closing.

SECTION 6

Investor Covenants

6.1 ***Trading Restrictions***.

(a) Definitions.

(i) "**Affiliate**" shall have the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

(ii) "**Restriction Period**" shall mean the period commencing on the date of execution of the Collaboration Agreement and continuing until the earlier to occur of (A) if the Investor does not exercise its Option under the Collaboration Agreement, the date that is 60 days after the expiration of the Investor' s Option described in Section 10.1 of the Collaboration Agreement, or (B) if the Investor exercises its Option under the Collaboration Agreement, the date that is two years from the date of exercise of the Option. For purposes of this Section 6.1(a), the term "**Option**" shall have the meaning given such term in the Collaboration Agreement.

(iii) "**Significant Event**" shall mean any of the following not involving a violation of this Section 6: (A) the public announcement of a proposal or intention to acquire, or the acquisition, by any person or 13D Group of beneficial ownership of Voting Securities representing 15% or more of the then outstanding Voting Securities; (B) the public announcement of a proposal or intention to commence, or the commencement, by any person or 13D Group of a tender or exchange offer to acquire Voting Securities which, if successful, would result in such person or 13D Group owning, when combined with any other Voting Securities owned by such person or 13D Group, 15% or more of the then outstanding Voting Securities; or (C) the entry into by the Company, or the public announcement by the Company of an intention or determination to enter into, any merger, sale or other business combination transaction, or an agreement therefor, pursuant to which the outstanding shares of capital stock of the Company would be converted into cash, other consideration or securities of another person or 13D Group or 50% or more of the then outstanding shares of capital stock of the Company would be owned by persons other than the then current holders of shares of capital stock of the Company, or which would result in all or a substantial portion of the Company's assets being sold to any person or 13D Group.

(iv) "**No Solicitation Period**" shall mean the period commencing on the date of execution of the Collaboration Agreement and continuing until the date that is three years from such date.

(v) "**Voting Securities**" shall mean at any time shares of any class of capital stock of the Company which are then entitled to vote generally in the election of directors.

(vi) "**13D Group**" shall mean, with respect to the Voting Securities of the Company, any group of persons formed for the purpose of acquiring, holding, voting or disposing of such Voting Securities which would be required under Section 13(d) of the Exchange Act and the rules and regulations thereunder to file a statement on Schedule 13D with the Commission as a "person" within the meaning of Section 13(d)(3) of the Exchange Act if such group beneficially owned Voting Securities representing more than 5% of the total combined voting power of all such Voting Securities then outstanding.

(b) No Solicitation, Purchasing Restrictions. The Investor agrees that during the No Solicitation Period neither it nor any of its Affiliates will:

(i) acquire, offer to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise, any Voting Securities or direct or indirect rights to acquire any Voting Securities of the Company (for purposes of this clause (A), "the Company" shall include any successor corporation to the Company resulting from a transaction where 50% or more of the outstanding shares of the capital stock of the Company immediately after the transaction are held by the holders of outstanding shares of capital stock of the Company immediately prior to the transaction);

(ii) make, or in any way participate, directly or indirectly, in any "solicitation" of "proxies" to vote (as such terms are used in the rules of the Commission), or seek to advise or influence any person or entity with respect to the voting of any Voting Securities of the Company;

(iii) make any public announcement with respect to, or submit a proposal for, or offer of (with or without conditions) any extraordinary transaction involving the Company or all or a substantial portion of any of its securities or assets;

(iv) form, join or in any way participate in a "group" as defined in Section 13(d)(3) of the Exchange Act, in connection with any of the foregoing;

(v) otherwise act or seek to control the management, Board of Directors or policies of the Company, except as expressly permitted hereunder; or

(vi) take any action that would reasonably be expected to require the Company to make a public announcement regarding the possibility of any of the events described in clauses (i) through (v) above.

Notwithstanding anything to the contrary in this Agreement, it is understood and agreed that Section 6.1(b) shall not apply to or prohibit the Investor or any of its Affiliates from: (A) taking any action(s) pursuant to or in connection with the Collaboration or this Agreement; (B) participating in any sale of, or proposing or participating in any plan of reorganization with respect to, stock or assets of the Company pursuant to any insolvency or bankruptcy proceedings; (C) initiating and engaging in private discussions with the Company or its board of directors or submitting non-public proposals to the Company or its board of directors or take any other action listed in Sections 6.1(b)(i)-(vi) above, provided that any such discussions, proposals or action would not reasonably be expected to require the Company to make a public announcement in respect thereof; (D) initiating discussions with, or

submitting proposals to, the Company related to licensing, collaboration, research, development, marketing or comparable transactions, or entering into with the Company any relationship or transaction in the ordinary course of business; (E) acquiring, offering to acquire, or agreeing to acquire, directly or indirectly, by purchase or otherwise, a number of Voting Securities or direct or indirect rights to acquire Voting Securities of the Company, such that, when taken together with the Shares acquired hereunder and all other Voting Securities held by the Investor and its Affiliates (excluding those Voting Securities acquired by officers, directors and employees of the Company in accordance with clause (H) below), equals less than 15% of the Voting Securities of the Company; (F) acquiring, offering to acquire, or agreeing to acquire, directly or indirectly, by purchase or otherwise, the securities or direct or indirect rights to acquire securities of another biotechnology or pharmaceutical company that beneficially owns any Voting Securities of the Company (provided that, at the request of the Company, the Investor agrees to take steps that are reasonably acceptable to both the Company and the Investor to reduce the Investor's ownership percentage to below 15% of the outstanding Voting Securities of the Company within a reasonable amount of time after acquiring such securities (as long as such reduction in the Investor's ownership would not violate Section 16(b) of the Exchange Act) if the acquisition of such biotechnology or pharmaceutical company causes the Investor and its Affiliates to hold 15% or more of the Voting Securities of the Company, provided further that, if the number of Voting Securities required to be sold to cause the Investor and its Affiliates to reduce their ownership percentage below 15% exceeds the total number of Voting Securities traded on the NASDAQ Global Market and/or any other national securities exchange during the 10 consecutive trading days prior to the consummation of the transaction obligating the Investor's sale of Voting Securities, the Company agrees to take reasonable steps to register the sale of such Voting Securities to be disposed of by the Investor, which registration shall not constitute a "Demand Registration" under that certain Registration Rights Agreement, dated as of the date hereof, by and between the Company and the Investor); (G) taking any action that is approved by the Company or its board of directors; or (H) acquisition by officers, directors and employees of the Investor of securities of the Company in open market transactions for their own account and not in concert with the Investor and not with the intention of engaging in any of the activities prohibited by Section 6.1(b)(ii) - (vi). Prior to any purchase or acquisition of Voting Securities of the Company pursuant to clause (E) above, the Investor shall provide the Company with at least 15 days prior written notice of such proposed purchase or acquisition, and shall negotiate in good faith with the Company to effect such purchase or acquisition as an issuance and sale of new securities from the Company instead of as a purchase or acquisition from third-parties. If the parties are able to reach an agreement with respect to such purchase or acquisition, such purchase or acquisition shall be made pursuant to definitive documentation, which, among other things, shall include representations and warranties of the Company substantially similar to the representations and warranties provided by the Company in this Agreement, and the per share sales price of which shall be equal to the average of the per share closing price of the Common Stock for the twenty consecutive trading days immediately preceding the date of the Investor's notice on the NASDAQ Global Market or, if not then traded on the NASDAQ Global Market, such other national securities exchange on which the Common Stock is then traded. In addition, the Investor shall deliver to the Company prompt written notice (but in any event such notice shall not be required to be delivered by the Investor earlier than any deadline for delivery by the Investor of notice under applicable securities laws or regulations of the national securities exchange on which the Common Stock is then traded) of any consummated purchase or other acquisition of Voting Securities of the Company by the Investor or its Affiliates pursuant to clauses (E) or (F) above.

(c) Restriction Period No Sell. The Investor agrees that during the Restriction Period, neither the Investor nor any of its Affiliates shall offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of in any manner, either directly or indirectly ("**Sale**" or "**Sell**"), any Shares, any Voting Securities of the Company permitted to be acquired by the Investor and its Affiliates pursuant to clause (E) of Section 6.1(b) or any securities of the Company issued as a dividend or distribution on, or involving a recapitalization or reorganization with respect to, such Shares or such Voting Securities (collectively, "**Covenant Shares**"), other than (i) securities that were permitted to be acquired by directors, officers and employees of the Investor pursuant to clause (H) in Section 6.1(b) and (ii) transfers of securities between and among the Company and any one or more of its Affiliates. The Company shall use commercially reasonable efforts to permit the Shares to be eligible for clearance and settlement through the facilities of The Depository Trust Company immediately following the termination of the Restricted Period.

(d) Post-Restriction Period Selling Restrictions. After the Restriction Period, neither the Investor nor its Affiliates shall Sell a number of Covenant Shares in any three-month period that collectively exceeds 25% of the aggregate Covenant Shares held by the Investor and its Affiliates as of the end of the Restriction Period (such number of Covenant Shares, the "**Post-Restriction Allowance**"), provided, however, that (i) if in any such three-month period the Investor and its Affiliates Sell a number of Covenant Shares that is less than the Post-Restriction Allowance (such shortfall, the "**Carry-Forward Allowance**"), the Investor and its Affiliates may Sell any Carry-Forward Allowance in any subsequent three-month period, along with the Post-Restriction Allowance for such subsequent three-month period, and (ii) the Investor and its Affiliates may continue to Sell any portion of any Carry-Forward Allowance in any three-month period until the Investor and its Affiliates have Sold all of such Carry-Forward Allowance. Notwithstanding the foregoing, (x) the Investor and its Affiliates may not sell a number of Covenant Shares in any three-month period following the Restriction Period that collectively exceeds 37.5% of the aggregate Covenant Shares held by the Investor and its Affiliates as of the end of the Restriction Period, and (y) the limitations set forth in this Section 6.1(d) shall not apply to (A) securities that were permitted to be acquired by directors, officers and employees of the Investor pursuant to clause (H) in Section 6.1(b) and (B) transfers of securities between and among the Company and any one or more of its Affiliates. For any proposed Sale of 100,000 or more shares of Common Stock of the Company by the Investor or any of its Affiliates in any single transaction or series of related transactions ("**Proposed Sale Shares**"), the Investor shall give the Company at least 30 days prior written notice of such sale. During such 30 day period, the Company may seek to find a buyer for the Proposed Sale Shares.

(e) Termination of Collaboration Agreement. The restrictions contained in Sections 6.1(b), (c) and (d) shall expire as follows:

(i) The restrictions contained in Section 6.1(b) shall expire on the earlier of (A) the date of the expiration of the No Solicitation Period or (B) the date that is one year following the expiration or termination of the Collaboration Agreement in accordance with the terms thereof;

(ii) The restrictions contained in Section 6.1(c) shall expire on the earlier of (A) the date of the expiration of the Restriction Period or (B) the date that is one year

following the expiration or termination of the Collaboration Agreement in accordance with the terms thereof;

(iii) The restrictions contained in Section 6.1(d) shall expire on the date that is one year following the expiration or termination of the Collaboration Agreement in accordance with the terms thereof.

(f) Occurrence of Significant Event. The restrictions contained in Sections 6.1(b), (c) and (d) shall be suspended and shall not apply to or otherwise restrict the Investor's actions in respect of the Company's securities for so long as a Significant Event has occurred and is continuing.

(g) Notice of Interest Solicitations. Notwithstanding the provisions of this Agreement, if at any time the Company's board of directors has approved the commencement of a process to publicly solicit indications of interest from third parties with respect to an acquisition of the Company or any Significant Event, then the Company will notify the Investor of the process and in good faith permit the Investor to submit an indication of interest in such process.

6.2 ***Invalid Transfers***. Any sale, assignment or other transfer of Covenant Shares by the Investor or any of its Affiliates, as applicable, contrary to the provisions of this Section 6 shall be null and void, and the transferee shall not be recognized by the Company as the holder or owner of the Covenant Shares sold, assigned, or transferred for any purpose (including, without limitation, voting or dividend rights), unless and until the Investor or such Affiliate, as applicable, has satisfied the requirements of this Section 6 with respect to such sale. The Investor shall provide the Company with written evidence that such requirements have been met or waived, prior to it or its Affiliates consummating any sale, assignment or other transfer of securities, and no Covenant Shares shall be transferred on the books of the Company until such written evidence has been received by the Company from the Investor. The Company, or, at the instruction of the Company, the transfer agent of the Company, may place a legend on any certificate representing Covenant Shares stating that such shares are subject to the restrictions contained in this Agreement. Upon delivery by the Investor of the written evidence required above, the Company agrees to facilitate the timely preparation and delivery (but in no event longer than seven (7) business days) of certificates representing the Covenant Shares to be sold by the Investor or any Affiliate free of any restrictive legends and in such denominations and registered in such names as the Investor or such Affiliate may request in connection with such sale.

6.3 ***Performance by Affiliates.*** The Investor shall remain responsible for and guarantee its Affiliates' performance in connection with this Agreement, and shall cause each such Affiliate to comply fully with the provisions of this Agreement in connection with such performance. The Investor hereby expressly waives any requirement that the Company exhaust any right, power or remedy, or proceed directly against such an Affiliate, for any obligation or performance hereunder, prior to proceeding directly against the Investor.

SECTION 7

INDEMNIFICATION

Each party (an "**Indemnifying Party**") hereby indemnifies and holds harmless the other party, such other party's respective officers, directors, employees, consultants, representatives and advisers, and any and all Affiliates (as defined in Section 6.1(a)) of the foregoing (each of the foregoing, an "**Indemnified Party**") from and against all losses, liabilities, costs, damages and expense (including reasonable legal fees and expenses) (collectively, "**Losses**") suffered or incurred by any such Indemnified Party to the extent arising from, connected with or related to (i) breach of any representation or warranty of such Indemnifying Party in this Agreement; and (ii) breach of any covenant or undertaking of any Indemnifying Party in this Agreement. If an event or omission (including, without limitation, any claim asserted or action or proceeding commenced by a third party) occurs which an Indemnified Party asserts to be an indemnifiable event pursuant to this Section 7, the Indemnified Party will provide written notice to the Indemnifying Party, setting forth the nature of the claim and the basis for indemnification under this Agreement. The Indemnified Party will give such written notice to the Indemnifying Party immediately after it becomes aware of the existence of any such event or occurrence. Such notice will be a condition precedent to any obligation of the Indemnifying Party to act under this Agreement but will not relieve it of its obligations under the indemnity except to the extent that the failure to provide prompt notice as provided in this Agreement prejudices the Indemnifying Party with respect to the transactions contemplated by this Agreement and to the defense of the liability. In case any such action is brought by a third party against any Indemnified Party and it notifies the Indemnifying Party of the commencement thereof, the Indemnifying Party will be entitled to participate therein and, to the extent that it wishes, to assume the defense and settlement thereof with counsel reasonably selected by it and, after notice from the Indemnifying Party to the Indemnified Party of such election so to assume the defense and settlement thereof, the Indemnifying Party will not be liable to the Indemnified Party for any legal expenses of other counsel or any other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof, provided, however, that an Indemnified Party shall have the right to employ separate counsel at the expense of the Indemnifying Party if (i) the employment thereof has been specifically authorized in writing by the Indemnifying Party; or (ii) representation of both parties by the same counsel would be inappropriate due to actual or potential conflicts of interests between such parties (which such judgment shall be made in good faith after consultation with counsel). The Indemnified Party agrees to cooperate fully with (and to provide all relevant documents and records and make all relevant personnel available to) the Indemnifying Party and its counsel, as reasonably requested, in the defense of any such asserted claim at no additional cost to the Indemnifying Party. No Indemnifying Party will consent to the entry of any judgment or enter into any settlement with respect to any such asserted claim without the prior written consent of the Indemnified Party, not to be unreasonably withheld or delayed, (a) if such judgment or settlement does not include as an unconditional term thereof the giving by each claimant or plaintiff to each Indemnified Party of a release from all liability in respect to such claim or (b) if, as a result of such consent or settlement, injunctive or other equitable relief would be imposed against the Indemnified Party or such judgment or settlement could materially and adversely affect the business, operations or assets of the Indemnified Party. No Indemnified Party will consent to the entry of any judgment or enter into any settlement with respect to any such asserted claim without the prior written consent of the Indemnifying Party, not to be unreasonably

withheld or delayed. If an Indemnifying Party makes a payment with respect to any claim under the representations or warranties set forth herein and the Indemnified Party subsequently receives from a third party or under the terms of any insurance policy a sum in respect of the same claim, the receiving party will repay to the other party such amount that is equal to the sum subsequently received.

SECTION 8

Miscellaneous

8.1 ***Governing Law***. This Agreement shall be governed in all respects by the laws of the State of California as applied to agreements entered into and performed entirely in the State of California by residents thereof.

8.2 ***Survival***. The representations, warranties, covenants and agreements made herein shall survive any investigation made by the Investor and the Closing.

8.3 ***Successors, Assigns***. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other; except that either party may assign this Agreement to an Affiliate (as defined in Section 6.1(a)) of such party or to any third party that acquires all or substantially all of such party's business, whether by merger, sale of assets or otherwise.

8.4 ***Notices***. All notices and other communications required or permitted hereunder shall be in writing and shall be sent by facsimile (receipt confirmed) or mailed by registered or certified mail, postage prepaid, return receipt requested, or otherwise delivered by hand or by messenger, addressed

if to the Investor, at the following address:

Amgen Inc.
One Amgen Center Drive
Thousand Oaks, CA 91320-1799
Attention: Corporate Secretary
Facsimile: (805) 499-8011

if to the Company, at the following address:

Cytokinetics, Incorporated
280 E Grand Ave
South San Francisco, CA 94080
Attention: President
Facsimile: (650) 624-3010

or at such other address as one party shall have furnished to the other party in writing. If notice is provided by facsimile, it shall be deemed to be given one (1) business day after transmission (with receipt of appropriate confirmation). If notice is provided by U.S. mail, notice shall be deemed to be given four (4) days after proper deposit in a U.S. mailbox, postage prepaid, and properly addressed. If notice is provided by a messenger service that guarantees "next business day" delivery, it shall be deemed effective one (1) business day after deposit with such messenger service.

8.5 ***Expenses***. Each of the Company and the Investor shall bear its own expenses and legal fees incurred on its behalf with respect to this Agreement and the transactions contemplated hereby.

8.6 ***Finder's Fees***. Each of the Company and the Investor shall indemnify and hold the other harmless from any liability for any commission or compensation in the nature of a finder's fee, placement fee or underwriter's discount (including the costs, expenses and legal fees of defending against such liability) for which the Company or the Investor, or any of its respective partners, employees, or representatives, as the case may be, is responsible.

8.7 ***Counterparts***. This Agreement may be executed in counterparts, each of which shall be enforceable against the party actually executing the counterpart, and all of which together shall constitute one instrument.

8.8 ***Severability***. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

8.9 ***Entire Agreement***. This Agreement and the Collaboration Agreement, including the exhibits and schedule attached hereto and thereto, constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof. No party shall be liable or bound to any other party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein or therein.

8.10 ***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.

[This space left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Common Stock Purchase Agreement as of the date first set forth above.

CYTOKINETICS, INCORPORATED		**AMGEN INC.**	
By:	/s/ Robert I. Blum	By:	/s/ Richard D. Nanula
Name:	Robert I. Blum	Name:	Richard D. Nanula
Title:	President	Title:	Executive Vice President & Chief Financial Officer

SIGNATURE PAGE TO CYTOKINETICS, INCORPORATED COMMON STOCK PURCHASE AGREEMENT

Schedule A

The Investor is an institutional "accredited investor" as defined in Rule 501(a) of Regulation D of the Securities Act.

EXHIBIT A

Schedule of Exceptions

None.

EXHIBIT B

Form of Registration Rights Agreement

EXHIBIT C

Form of Legal Opinion

Exhibit 2

Execution Copy

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the "Agreement") is made effective as of December 29, 2006, by and between **CYTOKINETICS, INCORPORATED,** a Delaware corporation (the "Company"), and **AMGEN INC.,** a Delaware corporation (the "Investor").

RECITALS

WHEREAS, the Company and the Investor have entered into that certain Common Stock Purchase Agreement of even date herewith (the "Purchase Agreement") pursuant to which the Investor acquired a number of shares of Common Stock (as defined below).

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.**

(a) The term "Act" means the Securities Act of 1933, as amended.

(b) The term "Agreement" has the meaning set forth in the Preamble.

(c) The term "Amended Piggyback Registration" has the meaning set forth in Section 3(a).

(d) The term "Business Day" means any day on which banks are not required or authorized to close in the City of Los Angeles, California.

(e) The term "Common Stock" means the common stock, par value $0.001 per share, of the Company or any other shares of capital stock or other securities of the Company into which such shares of Common Stock shall be reclassified or changed, including, by reason of a merger, consolidation, reorganization or recapitalization. If the Common Stock has been so reclassified or changed, or if the Company pays a dividend or makes a distribution on the Common Stock in shares of capital stock or subdivides (or combines) its outstanding shares of Common Stock into a greater (or smaller) number of shares of Common Stock, a share of Common Stock shall be deemed to be such number of shares of stock and amount of other securities to which a holder of a share of Common Stock outstanding immediately prior to such change, reclassification, exchange, dividend, distribution, subdivision or combination would be entitled.

(f) The term "Company" has the meaning set forth in the Preamble.

(g) The term "Demand Holder" has the meaning set forth in Section 3(b).

(h) The term "Demand Registration" has the meaning set forth in Section 2(a).

(i) The term "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(j) The term “Final prospectus” has the meaning set forth in Section 6(a).

(k) The term “Indemnitees” has the meaning set forth in Section 6(a).

(l) The term “Investor” has the meaning set forth in the Preamble.

(m) The term “Material Event” means any event or the existence of any fact as a result of which the Company shall determine in its reasonable discretion that a Registration Statement shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, or any prospectus shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (including, in any such case, as a result of the non-availability of financial statements).

(n) The term “NASD” means the National Association of Securities Dealers, Inc.

(o) The term “Old IRA” has the meaning set forth in Section 3(b).

(p) The term “Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

(q) The term “Demand Registration” has the meaning set forth in Section 2(a).

(r) The term “New Piggyback Registration” has the meaning set forth in Section 3(a).

(s) The term “Piggyback Registration” has the meaning set forth in Section 3(a).

(t) The term “prospectus” means the prospectus included in any Registration Statement (including a prospectus that discloses information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and all other amendments and supplements to such prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such prospectus.

(u) The term “Purchase Agreement” has the meaning set forth in the Preamble.

(v) The terms “register,” “registered” and “registration” refer to a registration effected by preparing and filing a registration statement in compliance with the Act and the declaration or ordering of the effectiveness of such registration statement.

(w) The term “Registrable Securities” means the Common Stock acquired by the Investor pursuant to the Purchase Agreement together with any and all securities issued in connection with any dividend or distribution with respect to such Common Stock or any recapitalization or reorganization involving any of the foregoing securities; *provided*, *however*, that the above described securities shall not be treated as Registrable Securities from and after

such time as they (x) have been sold by the Investor to or through a broker or dealer or underwriter in a public distribution or a public securities transaction, or (y) have been sold by the Investor 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.

(x) The term "Registration Statement" means any registration statement under the Act of the Company that covers any of the Registrable Securities pursuant to the provisions of this Agreement, including the related prospectus, all amendments and supplements to such registration statement, including pre- and post-effective amendments, all exhibits thereto and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

(y) The term "SEC" means the Securities and Exchange Commission or any successor agency thereto.

(z) The term "Subsequent Market" has the meaning set forth in Section 5(p).

(aa) The term "Violations" has the meaning set forth in Section 6(a)(1).

2. **DEMAND REGISTRATIONS.**

(a) Requests for Registration. Subject to the terms and conditions of this Agreement, the Investor shall be entitled to request the Company to effect two registrations under the Act of all or any portion of their Registrable Securities on Form S-3 under the Act or any similar registration form. All registrations requested pursuant to this Section 2(a) are referred to herein as "Demand Registrations." Each request for a Demand Registration shall specify the approximate number of Registrable Securities requested to be registered, the anticipated per share price range for such offering and the intended method of distribution. Within 30 days after receipt of any such request, the Company shall, subject to the terms of Section 2(a) hereof, include in such registration (and in all related registrations and qualifications under state blue sky laws or in compliance with other registration requirements and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests for inclusion therein within 15 days after the receipt of the Company's notice. Unless the Investor requests a withdrawal of a registration initiated pursuant to this Agreement, a registration shall not count as one of the permitted Demand Registrations until it has become effective, and neither the last or any subsequent Demand Registration shall count as one of the permitted Demand Registrations unless the Investor is able to register at least 90% of the Registrable Securities requested to be included in such registration.

(b) Priority on Demand Registrations. The Company shall not include in any Demand Registration any securities which are not Registrable Securities without the prior written consent of the Investor. If a Demand Registration is an underwritten offering and the managing underwriters advise the Company in writing that in their opinion the number of Registrable Securities and, if permitted hereunder, other securities requested to be included in such offering exceeds the number of Registrable Securities and other securities, if any, which can be sold therein without adversely affecting the marketability of the offering, the Company shall include in such registration prior to the inclusion of any securities which are not Registrable Securities

the number of Registrable Securities requested to be included which, in the opinion of such underwriters can be sold, without adversely affecting the marketability of the offering, pro rata among the respective holders thereof on the basis of the amount of Registrable Securities owned by each such holder.

(c) Restrictions on Demand Registrations. The Company may postpone for up to 90 consecutive days the filing or the effectiveness of a registration statement for a Demand Registration if the Company reasonably determines that such Demand Registration would reasonably be expected to have a material adverse effect on any proposal or plan by the Company or any of its subsidiaries to engage in any acquisition of assets or stock (other than in the ordinary course of business) or any merger, consolidation, tender offer, recapitalization, reorganization or similar transaction or require the Company to disclose any material nonpublic information which would reasonably be likely to be detrimental to the Company and its subsidiaries; provided that in such event, the Investor shall be entitled to withdraw such request and, if such request is withdrawn, such Demand Registration shall not count as one of the permitted Demand Registrations hereunder and the Company shall pay all expenses in connection with such registration in accordance with Section 4. The Company may delay a Demand Registration hereunder only twice in any twelve-month period.

(d) Selection of Underwriters. The Investor shall have the right to select the investment banker(s) and manager(s) to administer the offering.

3. **PIGGYBACK REGISTRATIONS.**

(a) Right to Piggyback. At any time and from time to time after the expiration of the Restriction Period (as such term is defined in the Purchase Agreement), if the Company proposes to register any of its securities under the Act (other than pursuant to a Demand Registration or a transaction under Rule 145 of the Act, or on Form S-8 or any successor forms) and the registration form to be used may be used for the registration of Registrable Securities (a "New Piggyback Registration"), the Company shall give prompt written notice to the Investor of its intention to effect such a registration and, subject to the terms of Sections 3 (e) hereof, shall include in such registration (and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests for inclusion therein within 20 days after the receipt of the Company's notice. If at the expiration of the "Restriction Period" (as such term is defined in the Purchase Agreement), the Company has a registration statement which is then effective and, if amended, the registration form could be used for the registration of Registrable Securities (an "Amended Piggyback Registration"), the Company shall give prompt written notice to the Investor of whether it is willing to amend such registration statement to effect a registration of Registrable Securities and if the Company is willing, the Company, subject to the terms of Sections 3(e) hereof, shall file an amended registration statement and include in such amended registration statement (and in all related registrations or qualifications under blue sky laws or in compliance with other registration requirements and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests for inclusion therein within 20 days after the receipt of the Company's notice. A New Piggyback Registration and an Amended Piggyback Registration are each referred to in this Agreement as a "Piggyback Registration."

(b) Priority on Piggyback Registrations. If in connection with a Piggyback Registration for the sale of securities on behalf of the Company the managing underwriters or placement agents advise the Company that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering without adversely affecting the marketability of the offering, the Company shall include in such registration (i) first, the securities the Company proposes to sell, (ii) second, the securities requested to be included in such registration by the "Holders" as such term is defined in that certain Fourth Amended and Restated Investors' Rights Agreement, dated March 21, 2003, by and among the Company and the Holders party thereto (the "Old IRA"), (iii) third, that number of Registrable Securities requested to be included which, in the opinion of such underwriters can be sold in a manner that is compatible with the success of the offering, pro rata among the respective holders thereof on the basis of the amount of Registrable Securities owned by each such holder, then (iv) fourth, other securities requested to be included in such registration. If in connection with a Piggyback Registration for the resale of securities on behalf of a holder of demand registration rights (a "Demand Holder") the managing underwriters or placement agents advise the Company that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering without adversely affecting the marketability of the offering, the Company shall include in such registration (i) first, the securities the Demand Holder proposes to sell, (ii) second, the securities requested to be included in such registration by the "Holders" as such term is defined in the Old IRA, (iii) third, that number of Registrable Securities requested to be included which, in the opinion of such underwriters can be sold in a manner that is compatible with the success of the offering, pro rata among the respective holders thereof on the basis of the amount of Registrable Securities owned by each such holder, then (iv) fourth, other securities requested to be included in such registration.

(c) Expiration. The rights of the Investor pursuant to this Section 3 shall terminate on the later of (i) the date that is six years from the execution hereof or (ii) the date that is three years from the date of termination of the "Restriction Period" (as such term is defined in the Purchase Agreement).

(d) Waiver/Amendment of Registration Rights. In connection with a New Piggyback Registration or Amended Piggyback Registration, the Investor waives its rights to participate in any such registration if and to the extent that the holders of a majority of the Registrable Securities (as such term is defined in the Old IRA) which are then currently entitled to registration rights under the Old IRA waive their rights to participate in such registration.

(e) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 3 prior to the effectiveness of such registration whether or not the Investor has elected to register securities in such registration.

4. **EXPENSE OF REGISTRATION.**

All expenses incurred in connection with any registration, qualification or compliance of any Registration Statement, including, without limitation, all registration, filing and qualification fees including NASD filing fees, all fees and expenses of compliance with securities or Blue Sky laws, application and filing fees in connection with listing the Registrable Securities on a national securities exchange or automated quotation system, reasonable fees and disbursements

of one counsel for the selling stockholders, printing expenses, escrow fees, fees and disbursements of counsel for the Company and all other Persons retained by the Company in connection with the registration of the Registrable Securities, accounting fees and expenses, and expenses of any special audits or "cold comfort letters" incidental to or required by such registration and all other fees, costs, and expenses incident to the Company's performance or compliance with this Agreement shall be borne by the Company. Any fees and disbursements of underwriters, broker-dealers or investment bankers, including without limitation underwriting fees, discounts, transfer taxes or commissions, and any other fees or expenses (including legal fees and expenses) if any, attributable to the sale of Registrable Securities, shall be payable by the Investor pro rata on the basis of the number of Registrable Securities that are included in a registration under this Agreement.

5. **REGISTRATION PROCEDURES.**

If and whenever the Company is required by the provisions of this Agreement to use its commercially reasonable efforts to effect the registration of any of the Registrable Securities under the Act, the Company will, as expeditiously as commercially reasonable:

(a) prepare and file with the SEC a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become and remain effective for the time period set forth in paragraph 5(b) below;

(b) notify the Investor of the effectiveness of each registration statement filed hereunder and prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for the shorter of (i) 90 days and (ii) the date upon which all of the Registrable Securities registered under such registration statement have been sold or otherwise disposed of by the Investor, and comply with the provisions of the Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement;

(c) shall use its commercially reasonable efforts to prevent the issuance, and if issued to obtain the withdrawal at the earliest possible time, of any order suspending the effectiveness of the Registration Statement;

(d) furnish to the Investor, without charge, at least one copy of the Registration Statement and any post-effective amendment thereto, including financial statements and schedules, and, if the Investor so reasonably requests in writing, all exhibits thereto (including those, if any, incorporated by reference);

(e) furnish to the Investor, without charge, such number of prospectuses and preliminary prospectuses in conformity with the requirements of the Act, and such other documents and information, as the Investor may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities being sold by the Investor and make available for inspection by the parties referred to in Section 4(l) below such financial and other information and books and records of the Company, and cause the officers, employees, counsel and independent certified public accountants of the Company to respond to such inquiries, as

shall be reasonably necessary, in the judgment of the respective counsel referred to in such Section 4(l);

(f) use its commercially reasonable efforts to register or qualify the Registrable Securities covered by such Registration Statement under such other securities or blue sky laws of up to 15 such jurisdictions as the Investor shall reasonably request and do any and all other acts and things which may be necessary or desirable to enable the Investor to consummate the public sale or other disposition in such jurisdictions, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or file a general consent to service of process in any jurisdiction unless the Company is already subject to service in such jurisdiction and except as may be required by the Act, and provided further that the Company shall not be required to qualify such Registrable Securities in any jurisdiction in which the securities regulatory authority requires that the Investor submit its Registrable Securities to the terms, provisions and restrictions of any escrow, lockup or similar agreement(s) for consent to sell Registrable Securities in such jurisdiction unless the Investor agrees to do so;

(g) notify the Investor covered by such Registration Statement of a Material Event and, at the request of the Investor and subject to Section 2(d), the Company shall prepare a supplement or amendment to such prospectus so that, as thereafter delivered to the purchaser of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statement therein not misleading in the light of the circumstances then existing;

(h) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the SEC;

(i) shall cooperate with the Investor to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold pursuant to any Registration Statement free of any restrictive legends and in such denominations and registered in such names as the Investor may reasonably request in connection with the sale of Registrable Securities pursuant to such Registration Statement;

(j) shall not later than the effective date of the applicable Registration Statement, provide CUSIP numbers for the Registrable Securities registered thereunder and provide the applicable trustee with a printed certificate for the Registrable Securities in a form eligible for deposit with The Depository Trust Company;

(k) shall, in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter(s) of such offering but in no event shall any indemnity and/or contribution provisions therein provide that the indemnity and/or contribution of the Investor exceed the net proceeds from the offering received by the Investor;

(l) shall provide (1) the Investor, (2) the underwriter, (3) the sales or placement agent, if any, therefor, (4) counsel for the underwriter or agent, as applicable, and (5) not more than one counsel for the Investor the opportunity to participate in the preparation of such Registration Statement, each prospectus included therein or filed with the SEC, and each amendment or supplement thereto, and (x) promptly incorporate in a prospectus supplement or

post-effective amendment such information as the underwriter, its counsel, the Investors' counsel and the Company's counsel reasonably determine is necessary and appropriate to be included therein, (y) make all required filings of such prospectus supplement or such post-effective amendment as soon as practicable after the Company has received notification of the matters to be incorporated in such prospectus supplement or post-effective amendment, and (z) supplement or make amendments to such Registration Statement;

(m) promptly notify the Investor, the sales or placement agent, if any, and the underwriter, (1) when such Registration Statement, amendment, supplement or post-effective amendment has been filed with the SEC, and, with respect to such Registration Statement or any post-effective amendment, when the same has become effective, (2) of any comments by the SEC or by any blue sky or securities commissioner or regulator of any state with respect thereto, (3) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceedings for that purpose, or (4) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(n) shall furnish, on the date that such Registrable Securities are delivered to the Shelf Underwriter for sale, if such securities are being sold through such underwriters, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriter, and (ii) a letter dated as of such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering addressed to the underwriter;

(o) shall cooperate and assist in any filings required to be made with the NASD and in the performance of any due diligence investigation by the underwriter, or any other underwriter (including any "qualified independent underwriter" that is required to be retained in accordance with the rules and regulations of the NASD); and

(p) shall use commercially reasonable efforts to cause all Registrable Securities relating to each registration statement required to be filed hereunder to be listed on the NASDAQ National Market or on any other stock market or trading facility on which the shares of Common Stock are traded, listed or quoted (each a "Subsequent Market") in the time and manner required by the NASDAQ National Market and any Subsequent Market, and shall provide to the Investor evidence of such listing.

6. **INDEMNIFICATION.**

(a) The Company agrees to indemnify and hold harmless the Investor with respect to each Registration Statement filed under the Act pursuant to this Agreement, each of the Investor's directors, officers, employees, consultants, attorneys, and other agents, each underwriter of any of the Registrable Securities included in such Registration Statement, and each Person, if any, who controls or is under common control with any of the foregoing Persons within the meaning of the Act (hereinafter collectively referred to as the "Indemnitees"), as follows:

(1) against any and all loss, liability, claim, damage and expense whatsoever arising out of (i)(X) any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement (or any amendment thereto), or (ii) the omission or alleged omission to state in the related Registration Statement a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus or prospectus (or any amendment or supplement thereto), or (iv) the omission or alleged omission to state in the related prospectus a material fact necessary in order to make the statement therein, in the light of the circumstances under which they were made, not misleading; unless such untrue statement or omission or such alleged untrue statement or omission was made in reliance upon and in conformity with written information furnished to the Company by the Investor or any underwriter of such Registrable Securities specifically to be included in such Registration Statement (or any amendment thereto) or such preliminary prospectus or prospectus (or any amendment or supplement thereto) or (b) any violation or alleged violation by the Company of the Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Act, the Exchange Act or any state securities law in connection with the offering covered by such Registration Statement (collectively, the "Violations");

(2) against any and all loss, liability, claim, damage and expense whatsoever to the extent of the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission or any such alleged untrue statement or omission or Violation, if (and only if) such settlement is effected with the written consent of the Company (which consent shall not be unreasonably withheld); and

(3) against any and all expense (including attorneys' fees) whatsoever reasonably incurred, as incurred, in investigating, preparing, settling (with the consent of the Company, which consent shall not be unreasonably withheld) or defending against any litigation, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (1) or (2) above;

provided, however, that the foregoing indemnity agreement is subject to the condition that, insofar as it relates to any such untrue statement, alleged untrue statement, omission or alleged omission made in a preliminary prospectus but eliminated or remedied in the amended prospectus on file with the SEC at the time the registration statement becomes effective, or in the amended prospectus filed with the SEC pursuant to Rule 424(b) (the "Final prospectus"), such indemnity agreement shall not inure to the benefit of any underwriter, or the Investor, if there is no underwriter, if a copy of the Final prospectus was not furnished to the person or entity asserting the loss, liability, claim or damage at or prior to the time such action is required by the Act, and, provided further, that the Company shall not be liable to any Indemnitee in any such case to the extent that any such liability arises out of or is based upon any (i) statements or omissions, or alleged statements or omissions, made in such Registration Statement (or any amendment thereto) or any preliminary prospectus or prospectuses (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company by the Investor specifically to be included in such Registration Statement (or any amendment thereto) or such preliminary prospectus or prospectus (or any amendment or supplement thereto) and (ii) any such untrue statement, alleged untrue statement, omission or

alleged omission made in a preliminary prospectus but eliminated or remedied in the Final prospectus, if a copy of the Final prospectus was not furnished to the person or entity asserting the loss, liability, claim or damage at or prior to the time such action is required by the Act.

In no case shall the Company be liable under this indemnity agreement with respect to any loss, liability, claim, damage or expense with respect to any claim made against any Indemnitee (i) with respect to any settlement made by any Indemnitee without the express prior written consent of the Company, and (ii) unless the Company shall be notified in writing of the nature of the claim within a reasonable time after the assertion thereof, provided that the Company shall be liable under this indemnity agreement with respect to any such claim notwithstanding the lack of such notice within a reasonable time if such lack of notice does not prejudice the ability of the Company to defend such claim, and provided further that the failure to so notify the Company shall not relieve the Company from any liability which it may have otherwise than on account of this indemnity agreement. In case of any such notice, the Company shall be entitled to participate at its expense in the defense, or if it so elects within a reasonable time after receipt of such notice, to assume the defense and settlement of any suit brought to enforce any such claim; but if it so elects to assume the defense, such defense shall be conducted by counsel chosen by it and approved by the Indemnitee(s) and other defendant or defendants, if any, in any suit so brought, which approval shall not be unreasonably withheld. In the event that the Company elects to assume the defense of any such suit and retain such counsel, the Indemnitee(s) and other defendant or defendants, if any, in the suit shall bear the fees and expenses of any additional counsel thereafter retained by them; *provided, however,* that the Company shall bear the expense of independent counsel for the Indemnitee(s) if the representation of it or them and the Company by the same counsel would be inappropriate (which such judgment shall be made in good faith after consultation with counsel) due to actual or potential conflicts of interest.

If the indemnification provided for in Subsection (a) of this Section 6 is held by a court of competent jurisdiction to be unavailable to Indemnitee with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Violations that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; *provided*, that in no event shall any contribution by the Investor under Subsection (b) of this Section 6 exceed in the aggregate the net proceeds from the offering received by the Investor.

(b) The Investor agrees that it will indemnify and hold harmless the Company, each employee, officer and director of the Company, each Person, if any, who controls the Company within the meaning of the Act, each underwriter of Registrable Securities included in any Registration Statement which has been filed under the Act pursuant to this Agreement and each Person, if any, who controls such underwriter within the meaning of the Act, any and all loss,

liability, claim, damage and expense, as incurred, described in clauses (a)(1) through (a)(3), inclusive, of this Section 6, but only with respect to (i) statements or omissions, or alleged statements or omissions, made in such Registration Statement (or any amendment thereto) or any preliminary prospectus or prospectuses (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company by the Investor specifically to be included in such Registration Statement (or any amendment thereto) or such preliminary prospectus or prospectus (or any amendment or supplement thereto) and (ii) any such untrue statement, alleged untrue statement, omission or alleged omission made in a preliminary prospectus but eliminated or remedied in the Final prospectus, if a copy of the Final prospectus was not furnished to the person or entity asserting the loss, liability, claim or damage at or prior to the time such action is required by the Act. In any event, the liability of the Investor hereunder shall be limited to the net proceeds received by the Investor pursuant to the registration. In case any action shall be brought against the Company or any Person so indemnified pursuant to the provisions of this Subsection (c) and in respect of which indemnity may be sought against the Investor, the Investor shall have the rights and duties given to the Company, and the Company and the other Persons so indemnified shall have the rights and duties given to the Person entitled to indemnification, by the provisions of Subsection (a) of this Section 6. In the event that the Investor enters into an underwriting agreement pursuant to Section 2(d), the Investor's obligations for indemnity shall be limited by this Section 6(b) and the Company shall use its best efforts to cause any such underwriting agreement to expressly limit the Investor's obligations for indemnity to this Section 6(b).

(c) All fees and expenses of the Indemnitees (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such proceeding in a manner not inconsistent with this Section 6) shall be paid by the Company, as incurred, within ten (10) Business Days of written notice thereof, which notice may be given no more than once a month, to the Company (regardless of whether it is ultimately determined that Indemnitee is not entitled to indemnification hereunder; provided, that the Company may require such Indemnitee to undertake to reimburse all such fees and expenses to the extent it is finally judicially determined that such Indemnitee is not entitled to indemnification hereunder).

(d) The obligations of the Company and the Investor under this Section 6 shall survive the completion of any offering of Registrable Securities in a registration statement under this Agreement.

7. **INFORMATION BY THE INVESTOR.**

The Investor shall furnish to the Company such information regarding the Investor, and the distribution proposed by the Investor, as the Company may reasonably request in writing and as shall be required in connection with any registration, qualification or compliance referred to in this Agreement.

8. **SALE WITHOUT REGISTRATION.**

If at the time of any transfer of any Registrable Securities, such Registrable Securities shall not be registered under the Act, the Company may require, as a condition of allowing such transfer, that the Investor or transferee furnish to the Company (i) such information as is necessary in order to establish that such transfer may be made without registration under the Act,

and (ii) (if the transfer is not made in compliance with Rule 144 other than a transfer not involving a change in beneficial ownership) at the expense of the Investor or transferee, an opinion of counsel satisfactory to the Company in form and substance to the effect that such transfer may be made without registration under the Act; provided that nothing contained in this Section 8 shall relieve the Company from complying with any request for registration, qualification, or compliance made pursuant to the other provisions of this Agreement.

9. **RULE 144 REPORTING.**

With a view to making available to the Investor the benefits of certain rules and regulations of the SEC which may permit the sale of the Registrable Securities to the public without registration, the Company agrees to use commercially reasonable efforts to:

(a) Make and keep public information available, as those terms are understood and defined in Rule 144 under the Act;

(b) File with the SEC in a timely manner all reports and other documents required of the Company under the Exchange Act; and

(c) Furnish the Investor forthwith upon request (i) a written statement by the Company as to its compliance with the public information requirements of said Rule 144, (ii) a copy of the most recent annual or quarterly report of the Company, and (iii) such other reports and documents as may be reasonably requested in availing the Investor of any rule or regulation of the SEC permitting the sale of any such securities without registration.

10. **TRANSFER OF REGISTRATION RIGHTS.**

The rights to cause the Company to register securities granted by the Company under this Agreement may be assigned in writing by the Investor (a) to any transferee or assignee of Registrable Securities which controls, is controlled by or is under common control with the Investor or (b) to any “affiliate” (as such term is defined in Rule 501(b) of Regulation D promulgated under the Act) of Amgen; provided, that such transfer may otherwise be effected in accordance with applicable securities laws; and provided further, that the Company is given written notice by the Investor at the time of or within a reasonable time after said transfer, stating the name and address of said transferee or assignee and identifying the securities with respect to which such registration rights are being assigned and provided further, that immediately following such transfer, the further disposition of such securities by such transferee or assignee is restricted under the Act.

11. **MARKET STAND-OFF AGREEMENT.**

The Investor shall, in connection with any underwritten syndicated offering of the Company’s securities that includes the offering of securities by the Company, upon the reasonable request of the underwriters managing any underwritten offering of such securities, agree in writing not to effect any sale, transfer or other disposition or distribution of any securities held by the Investor (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed ninety (90) days, subject to extension by any underwriters in connection with applicable NASD regulations) from the effective date of such registration as the underwriters

may specify. The foregoing provision shall not apply, however, (i) if the Investor is prevented by an applicable statute or regulation from entering into such agreement, or (ii) if all of the directors and officers of the Company do not agree to the same period of time, in which case the Investor shall only be bound to the same time period that all of the directors and officers are so bound, but in no event shall the Investor be bound for greater than ninety (90) days, subject to extension by any underwriters in connection with applicable NASD regulations.

12. **MISCELLANEOUS.**

(a) Waivers and Amendments. With the written consent of the Investor, the obligations of the Company and the rights of the Investor under this Agreement may be waived (either generally or in a particular instance, either retroactively or prospectively and either for a specified period of time or indefinitely). The terms of this Agreement may be amended only with the written consent of the Company and the Investor.

(b) 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, excluding its provisions governing the conflict of laws.

(c) 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.

(d) Entire Agreement. This Agreement constitutes the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and no party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

(e) Severability of this Agreement. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) Title and Subtitles. The titles of the Sections and Subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

(g) Notice. Any notice or report required in this Agreement or permitted to be given shall be given in writing and shall be deemed effective upon personal delivery (including delivery by messenger or by overnight courier or delivery service) or four (4) days after deposit in the United States certified or registered mail, postage prepaid and return receipt requested or one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the party to be notified at the address as set forth in the signature pages hereof or at such other address as such party may designate.

(h) No Inconsistent Agreements. The Company will not on or after the date of this Agreement enter into any agreement with respect to its securities that would prevent the Company from carrying out its obligations hereunder.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(j) Attorneys' Fees. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such prevailing party may be entitled.

(k) Specific Performance. The parties hereto agree that irreparable damage may occur in the event any of the provisions of this Agreement were not to be performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof in addition to any other remedies at law or in equity.

[This space left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Registration of Rights Agreement as of the date first set forth above.

CYTOKINETICS, INCORPORATED

By: /s/ Robert I. Blum
Name: Robert I. Blum
Title: President

AMGEN INC.

By: /s/ Richard D. Nanula
Name: Richard D. Nanula
Title: Executive Vice President & Chief Financial Officer

SIGNATURE PAGE TO CYTOKINETICS, INCORPORATED REGISTRATION OF RIGHTS AGREEMENT