UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

(MARK ONE)
☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2015

OR

Commission File Number 001-35238

HORIZON PHARMA PUBLIC LIMITED COMPANY
(Exact name of registrant as specified in its charter)

Ireland
(State or other jurisdiction
of incorporation or organization)

Connaught House, 1st Floor
1 Burlington Road, Dublin 4, Ireland
(Address of principal executive offices)

011 353 1 772 2100
(Registrant’s telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of “large accelerated filer,” “accelerated filer,” and “smaller reporting company” in Rule 12b-2 of the Exchange Act:

Large accelerated filer ☒ Accelerated filer ☐
Non-accelerated filer ☐ (Do not check if a smaller reporting company) Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Number of registrant’s ordinary shares, nominal value $0.0001, outstanding as of May 1, 2015: 154,498,972.
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## PART I. FINANCIAL INFORMATION

### ITEM 1. FINANCIAL STATEMENTS

**HORIZON PHARMA PLC**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
**(UNAUDITED)**  
(In thousands, except share data)

<table>
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<tr>
<th></th>
<th>As of March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CURRENT ASSETS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$ 544,211</td>
<td>$ 218,807</td>
</tr>
<tr>
<td>Restricted cash</td>
<td>600</td>
<td>738</td>
</tr>
<tr>
<td>Accounts receivable, net</td>
<td>127,265</td>
<td>73,915</td>
</tr>
<tr>
<td>Inventories, net</td>
<td>13,586</td>
<td>16,865</td>
</tr>
<tr>
<td>Prepaid expenses and other current assets</td>
<td>48,677</td>
<td>14,370</td>
</tr>
<tr>
<td>Deferred tax assets, current</td>
<td>1,586</td>
<td>1,530</td>
</tr>
<tr>
<td><strong>Total current assets</strong></td>
<td>$735,925</td>
<td>$326,225</td>
</tr>
<tr>
<td>Property and equipment, net</td>
<td>8,873</td>
<td>7,241</td>
</tr>
<tr>
<td>Developed technology, net</td>
<td>679,483</td>
<td>696,963</td>
</tr>
<tr>
<td>In-process research and development</td>
<td>66,000</td>
<td>66,000</td>
</tr>
<tr>
<td>Other intangible assets, net</td>
<td>7,668</td>
<td>7,870</td>
</tr>
<tr>
<td>Deferred tax assets, net of current</td>
<td>18,761</td>
<td>18,761</td>
</tr>
<tr>
<td>Other assets</td>
<td>10,586</td>
<td>11,564</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>$1,527,296</td>
<td>$1,134,624</td>
</tr>
</tbody>
</table>

|                      |                      |                   |
| **LIABILITIES AND SHAREHOLDERS’ EQUITY** |                      |                   |
| **CURRENT LIABILITIES:** |                      |                   |
| Convertible debt, net | $ 22,921             | $ 48,334          |
| Accounts payable      | 21,963               | 21,011            |
| Accrued expenses      | 46,125               | 46,625            |
| Accrued trade discounts and rebates | 78,226            | 76,115            |
| Accrued royalties—current portion | 25,781            | 25,325            |
| Deferred revenues—current portion | 1,096             | 1,261             |
| Deferred tax liabilities, net | 326               | 721               |
| **Total current liabilities** | 196,438            | 219,392           |

|                      |                      |                   |
| **LONG-TERM LIABILITIES:** |                      |                   |
| Exchangeable notes    | $ 269,597            | $ —               |
| Accrued royalties, net of current | 45,272            | 48,887            |
| Deferred revenues, net of current | 7,301             | 8,144             |
| Deferred tax liabilities, net of current | 19,965            | 19,570            |
| Other long-term liabilities | 3,450             | 1,258             |
| **Total long-term liabilities** | 642,902            | 375,028           |

|                      |                      |                   |
| **COMMITMENTS AND CONTINGENCIES** |                      |                   |

|                      |                      |                   |
| **SHAREHOLDERS’ EQUITY:** |                      |                   |
| Ordinary shares, $0.0001 nominal value; 300,000,000 shares authorized; 133,671,381 and 124,425,853 shares issued at March 31, 2015 and December 31, 2014, respectively and 133,287,015 and 124,041,487 outstanding at March 31, 2015 and December 31, 2014 | 14 | 13 |
| Treasury stock, 384,366 ordinary shares at March 31, 2015 and December 31, 2014 | (4,585) | (4,585) |
| Additional paid-in capital | 1,435,298          | 1,269,858         |
| Accumulated other comprehensive loss | (2,499)         | (4,363)           |
| Accumulated deficit | (740,272)          | (720,719)         |
| **Total shareholders’ equity** | 687,956           | 540,204           |

|                      |                      |                   |
| **TOTAL LIABILITIES AND SHAREHOLDERS’ EQUITY** |                      |                   |
|                      | $1,527,296           | $1,134,624        |

The accompanying notes are an integral part of these condensed consolidated financial statements.
**HORIZON PHARMA PLC**

**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS**
*(UNAUDITED)*

(In thousands, except share and per share data)

For the Three Months Ended March 31, 2015 and 2014

<table>
<thead>
<tr>
<th>REVENUES:</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net sales</td>
<td>$113,141</td>
<td>$51,926</td>
</tr>
<tr>
<td>Cost of goods sold</td>
<td>28,853</td>
<td>7,619</td>
</tr>
<tr>
<td>Gross profit</td>
<td>84,288</td>
<td>44,307</td>
</tr>
</tbody>
</table>

**OPERATING EXPENSES:**

| Research and development | 6,181 | 2,833 |
| Sales and marketing      | 47,063| 28,695|
| General and administrative | 26,280 | 11,192 |
| Total operating expenses | 79,524| 42,720|
| Operating income         | 4,764 | 1,587 |

**OTHER EXPENSE, NET:**

| Interest expense, net | (10,032) | (4,207) |
| Foreign exchange loss  | (837)     | (38)    |
| Loss on derivative fair value | — | (204,030) |
| Loss on induced conversion and debt extinguishment | (10,544) | — |
| Other, net             | (991)     | (667)   |
| Total other expense, net | (22,404) | (208,942) |

| Loss before expense (benefit) for income taxes | (17,640) | (207,355) |

**EXPENSE (BENEFIT) FOR INCOME TAXES**

| 1,913 | 1,105 |

<table>
<thead>
<tr>
<th>NET LOSS</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>$19,555</td>
<td>(19,555)</td>
<td>$206,250</td>
</tr>
</tbody>
</table>

| NET LOSS PER ORDINARY SHARE—Basic and diluted | $0.16 | $(3.07) |

| WEIGHTED AVERAGE ORDINARY SHARES OUTSTANDING—Basic and diluted | 125,650,593 | 67,138,463 |

**OTHER COMPREHENSIVE (LOSS) INCOME, NET OF TAX**

| Foreign currency translation adjustments | 1,864 | 5 |
| Other comprehensive (loss) income        | (1,864) | 5 |

<table>
<thead>
<tr>
<th>COMPREHENSIVE LOSS</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ (21,417)</td>
<td>$ (206,245)</td>
<td></td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these condensed consolidated financial statements.
## HORIZON PHARMA PLC
### CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
**(UNAUDITED)**
*(In thousands)*

**For the Three Months Ended March 31, 2015**

### CASH FLOWS FROM OPERATING ACTIVITIES:

<table>
<thead>
<tr>
<th>Description</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net loss</td>
<td>(19,553)</td>
<td>(206,250)</td>
</tr>
<tr>
<td>Adjustments to reconcile net loss to net cash used in operating activities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation and amortization expense</td>
<td>18,335</td>
<td>5,403</td>
</tr>
<tr>
<td>Share-based compensation</td>
<td>6,674</td>
<td>1,927</td>
</tr>
<tr>
<td>Loss on derivative revaluation</td>
<td>—</td>
<td>204,030</td>
</tr>
<tr>
<td>Royalty accretion</td>
<td>3,044</td>
<td>—</td>
</tr>
<tr>
<td>Loss on debt extinguishment</td>
<td>4,848</td>
<td>—</td>
</tr>
<tr>
<td>Amortization of debt discount and deferred financing costs</td>
<td>2,206</td>
<td>2,333</td>
</tr>
<tr>
<td>Foreign exchange loss</td>
<td>837</td>
<td>38</td>
</tr>
<tr>
<td>Other</td>
<td>102</td>
<td>—</td>
</tr>
<tr>
<td>Changes in operating assets and liabilities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>(53,443)</td>
<td>(24,142)</td>
</tr>
<tr>
<td>Inventories</td>
<td>3,088</td>
<td>(729)</td>
</tr>
<tr>
<td>Prepaid expenses and other current assets</td>
<td>(34,307)</td>
<td>(4,218)</td>
</tr>
<tr>
<td>Accounts payable</td>
<td>(18)</td>
<td>352</td>
</tr>
<tr>
<td>Accrued trade discounts and rebates</td>
<td>2,188</td>
<td>17,143</td>
</tr>
<tr>
<td>Accrued expenses</td>
<td>(6,022)</td>
<td>3,559</td>
</tr>
<tr>
<td>Deferred revenues</td>
<td>(26)</td>
<td>112</td>
</tr>
<tr>
<td>Deferred income taxes</td>
<td>1,356</td>
<td>(454)</td>
</tr>
<tr>
<td>Other non-current assets and liabilities</td>
<td>(48)</td>
<td>139</td>
</tr>
<tr>
<td>Net cash used in operating activities</td>
<td>(70,739)</td>
<td>(757)</td>
</tr>
</tbody>
</table>

### CASH FLOWS FROM INVESTING ACTIVITIES:

<table>
<thead>
<tr>
<th>Description</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchases of property and equipment</td>
<td>(1,577)</td>
<td>(494)</td>
</tr>
<tr>
<td>Change in restricted cash</td>
<td>138</td>
<td>—</td>
</tr>
<tr>
<td>Net cash used in investing activities</td>
<td>(1,439)</td>
<td>(494)</td>
</tr>
</tbody>
</table>

### CASH FLOWS FROM FINANCING ACTIVITIES:

<table>
<thead>
<tr>
<th>Description</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proceeds from issuance of Exchangeable Senior Notes</td>
<td>388,000</td>
<td>—</td>
</tr>
<tr>
<td>Proceeds from the issuance of ordinary shares in connection with warrant exercises</td>
<td>9,924</td>
<td>23,544</td>
</tr>
<tr>
<td>Proceeds from the issuance of ordinary shares through stock option exercises</td>
<td>574</td>
<td>612</td>
</tr>
<tr>
<td>Net cash provided by financing activities</td>
<td>398,498</td>
<td>24,156</td>
</tr>
</tbody>
</table>

**NET INCREASE IN CASH AND CASH EQUIVALENTS**

<table>
<thead>
<tr>
<th>Description</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>CASH AND CASH EQUIVALENTS, beginning of the year</td>
<td>218,807</td>
<td>80,480</td>
</tr>
<tr>
<td>CASH AND CASH EQUIVALENTS, end of the year</td>
<td>544,211</td>
<td>103,374</td>
</tr>
</tbody>
</table>

**Supplemental cash flow information:**

<table>
<thead>
<tr>
<th>Description</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash paid for interest</td>
<td>7,311</td>
<td>—</td>
</tr>
<tr>
<td>Cash paid for income taxes</td>
<td>1,239</td>
<td>10</td>
</tr>
<tr>
<td>Fee paid for debt commitment</td>
<td>—</td>
<td>5,000</td>
</tr>
<tr>
<td>Cash paid for induced conversion and debt extinguishment</td>
<td>5,370</td>
<td>—</td>
</tr>
</tbody>
</table>

**Supplemental non-cash flow information:**

<table>
<thead>
<tr>
<th>Description</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conversion of Convertible Senior Notes to ordinary shares</td>
<td>32,546</td>
</tr>
</tbody>
</table>
NOTE 1 – BASIS OF PRESENTATION AND BUSINESS OVERVIEW

Basis of Presentation

On September 19, 2014, the businesses of Horizon Pharma, Inc. (“HPI”) and Vidara Therapeutics International Public Limited Company (“Vidara”) were combined in a merger transaction (“the Merger”), accounted for as a reverse acquisition under the acquisition method of accounting for business combinations, with HPI treated as the acquiring company in the Merger for accounting purposes. As part of the Merger, a wholly-owned subsidiary of Vidara merged with and into HPI, with HPI surviving the Merger as a wholly-owned subsidiary of Vidara. Prior to the Merger, Vidara changed its name to Horizon Pharma plc (“New Horizon” or the “Company”). Upon the consummation of the Merger, the historical financial statements of HPI became the Company’s historical financial statements. Accordingly, the historical financial statements of HPI are included in the comparative prior periods.

The unaudited condensed consolidated financial statements presented herein have been prepared in accordance with accounting principles generally accepted in the United States (“GAAP”) for interim financial information and in accordance with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, the financial statements do not include all of the information and notes required by GAAP for complete financial statements. In the opinion of management, all adjustments, including normal recurring adjustments, considered necessary for a fair statement of the financial statements have been included. Operating results for the three months ended March 31, 2015 are not necessarily indicative of the results that may be expected for the year ending December 31, 2015. The December 31, 2014 condensed consolidated balance sheet was derived from audited financial statements, but does not include all disclosures required by GAAP.

The unaudited condensed consolidated financial statements presented herein include the accounts of the Company and its wholly-owned subsidiaries. All inter-company transactions and balances have been eliminated.

Business Overview

The Company is a specialty biopharmaceutical company focused on improving patients’ lives by identifying, developing, acquiring or in-licensing and commercializing differentiated products that address unmet medical needs. The Company markets a portfolio of products in arthritis, inflammation and orphan diseases. The Company’s U.S. marketed products are ACTIMMUNE® (interferon gamma-1b), DUEXIS® (ibuprofen/famotidine), PENNSAID® (diclofenac sodium topical solution) 2% w/w (“PENNSAID 2%”), RAYOS® (prednisone) delayed-release tablets and VIMOVO® (naproxen/esomeprazole magnesium). The Company developed DUEXIS and RAYOS, known as LODOTRA® outside the United States, acquired the U.S. rights to VIMOVO from AstraZeneca AB (“AstraZeneca”) in November 2013, acquired the U.S. rights to ACTIMMUNE as a result of the Merger, and acquired the U.S. rights to PENNSAID 2% from Nuvo Research Inc. (“Nuvo”) in October 2014. The Company markets its products in the United States through a combined field sales force of approximately 375 representatives. The Company’s strategy is to utilize the commercial strength and infrastructure the Company has established in creating a fully-integrated U.S.-focused specialty biopharmaceutical company to continue the successful commercialization of its existing product portfolio while expanding and leveraging these capabilities further through the acquisition of biopharmaceutical products and companies.

The Company is a public limited company formed under the laws of Ireland. As a result of the Merger, the Company operates through a number of international and U.S. subsidiaries with principal business purposes to either hold intellectual property assets, perform research and development or manufacturing operations, serve as distributors of the Company’s products, or provide services and financial support to the Company. The Company’s international operations are conducted primarily through HZNP Limited, which is responsible for research and development for ACTIMMUNE and PENNSAID 2%, Horizon Pharma Ireland Limited, which is responsible for manufacturing ACTIMMUNE and PENNSAID 2% and other products the Company may potentially acquire, and Horizon Pharma Switzerland GmbH (formerly known as Horizon Pharma AG), a company organized under the laws of Switzerland, along with its wholly-owned subsidiary Horizon Pharma GmbH, a company organized under the laws of Germany, together which are responsible for manufacturing RAYOS/ LODOTRA and for international sales of LODOTRA. The Company’s U.S. operations are conducted primarily through Horizon Pharma USA, Inc. which is responsible for research and development and manufacturing of DUEXIS and VIMOVO, and distribution in the U.S. market of DUEXIS, PENNSAID 2%, RAYOS and VIMOVO, and other products the Company may potentially acquire, as well as through HZNP USA Inc. which is responsible for distribution of ACTIMMUNE in the United States. Unless otherwise indicated or the context otherwise requires, references to the “Company”, “New Horizon”, “we”, “us” and “our” refer to Horizon Pharma plc and its consolidated subsidiaries, including its predecessor, HPI. All references to “Vidara” are references to Horizon Pharma plc (formerly known as Vidara Therapeutics International Public Limited Company) and its consolidated subsidiaries prior to the effective time of the Merger on September 19, 2014. The disclosures in this report relating to the pre-Merger business of Horizon Pharma plc, unless noted as being the business of Vidara prior to the Merger, pertain to the business of HPI prior to the Merger.
On March 29, 2015, the Company and Hyperion Therapeutics, Inc. (“Hyperion”) entered into a definitive Agreement and Plan of Merger providing for the acquisition by the Company of all the issued and outstanding shares of Hyperion’s common stock for $46.00 per share in cash or approximately $1.1 billion on a fully diluted basis. As described in Note 19 below, the acquisition was completed on May 7, 2015. The acquisition expands the Company’s product portfolio by adding two orphan disease products, RAVICTI® (glycerol phenylbutyrate) Oral liquid and BUPHENYL® (sodium phenylbutyrate) Tablets and Powder.

Recent Accounting Pronouncements

From time to time, the Company adopts, as of the specified effective date, new accounting pronouncements issued by the Financial Accounting Standards Board (“FASB”) or other standard setting bodies. Unless otherwise discussed, the Company believes that the impact of recently issued standards that are not yet effective will not have a material impact on the Company’s financial position or results of operations upon adoption.

In August 2014, the FASB issued ASU No. 2014-15, Presentation of Financial Statements — Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity’s Ability to Continue as a Going Concern. ASU No. 2014-15 is intended to define management’s responsibility to evaluate whether there is substantial doubt about an organization’s ability to continue as a going concern and to provide related footnote disclosures. Substantial doubt about an entity’s ability to continue as a going concern exists when relevant conditions and events, considered in the aggregate, indicate that it is probable that the entity will be unable to meet its obligations as they become due within one year after the date that the financial statements are issued (or available to be issued). ASU No. 2014-15 provides guidance to an organization’s management, with principles and definitions that are intended to reduce diversity in the timing and content of disclosures that are commonly provided by organizations in the financial statement footnotes. ASU No. 2014-15 is effective for annual reporting periods ending after December 15, 2016 and to annual and interim periods thereafter. Early adoption is permitted. The Company is currently in the process of evaluating the impact of adoption of ASU No. 2014-15 to its consolidated financial statements and related disclosures.

On April 7, 2015, the FASB issued Accounting Standards Update (“ASU”) No. 2015-03, Interest-Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs. The amendments in this ASU require that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. The amendments in this ASU are effective for financial statements issued for fiscal years beginning after December 15, 2015, and interim periods within the fiscal years beginning after December 15, 2016. Early adoption is permitted for financial statements that have not been previously issued. The Company is currently evaluating the impact of adoption on the Company’s financial position.

NOTE 2 – NET LOSS PER SHARE

The following table presents basic and diluted net loss per share for the three months ended March 31, 2015 and 2014 (in thousands, except share and per share data):

<table>
<thead>
<tr>
<th>Basic and diluted net loss per share calculation:</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net loss</td>
<td>(19,553)</td>
<td>(206,250)</td>
</tr>
<tr>
<td>Weighted average of ordinary shares outstanding</td>
<td>125,650,593</td>
<td>67,138,463</td>
</tr>
<tr>
<td>Basic and diluted net loss per share</td>
<td>(0.16)</td>
<td>(3.07)</td>
</tr>
</tbody>
</table>

The following outstanding securities in the table below were excluded from the computation of diluted net loss per share for the three months ended March 31, 2015 and 2014 due to being potentially anti-dilutive:

<table>
<thead>
<tr>
<th>For the Three Months Ended March 31, 2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stock options</td>
<td>11,523,627</td>
</tr>
<tr>
<td>Restricted stock units</td>
<td>3,163,702</td>
</tr>
<tr>
<td>Performance stock units</td>
<td>2,571,000</td>
</tr>
<tr>
<td>Warrants</td>
<td>3,802,029</td>
</tr>
<tr>
<td>Convertible Senior Notes</td>
<td>5,301,912</td>
</tr>
<tr>
<td>Exchangeable Senior Notes</td>
<td>13,959,160</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>40,321,430</strong></td>
</tr>
</tbody>
</table>

In addition, under the treasury stock method, the Company would exclude the Exchangeable Senior Notes from the computation of the diluted earnings per share as the Company has the intent and ability to cash settle the Exchangeable Senior Notes as of March 31, 2015.
NOTE 3 – BUSINESS ACQUISITIONS

Hyperion Acquisition

On March 29, 2015, the Company and Hyperion entered into a definitive Agreement and Plan of Merger providing for the acquisition by the Company of all the issued and outstanding shares of Hyperion’s common stock for $46.00 per share in cash or approximately $1.1 billion on a fully diluted basis. As described in Note 19 below, the acquisition was completed on May 7, 2015.

PENNSAID 2% Acquisition

On October 17, 2014, the Company acquired the U.S. rights to PENNSAID 2% from Nuvo for $45.0 million in cash. PENNSAID 2% is approved in the United States for the treatment of the pain of osteoarthritis of the knee(s). The Company began marketing PENNSAID 2% in January 2015, and as such no sales or cost of goods sold were recognized in 2014.

As part of the acquisition, the Company entered into an eight-year exclusive supply agreement with Nuvo to manufacture and supply PENNSAID 2% to the Company. The initial term of the supply agreement is through December 31, 2022, but the agreement may be terminated earlier by either party for any uncured material breach by the other party of its obligations under the supply agreement or upon the bankruptcy or similar proceeding of the other party.

Pursuant to ASC Topic 805, Business Combinations, the Company accounted for the acquisition of the U.S. rights to PENNSAID 2% under the acquisition method of accounting, in which the Company recognized and accounted for the acquisition of the U.S. rights to PENNSAID 2% as a business combination. Using this methodology, the Company allocated the entire purchase price of $45.0 million to a developed technology intangible asset. The valuation of the developed technology intangible asset was based on management’s estimates, forecasted financial information and reasonable and supportable assumptions. The allocation was generally based on the Company’s estimated fair value of the rights to payments with respect to U.S. revenue associated with PENNSAID 2% which were acquired in the transaction. This estimated fair value was determined using the income approach under the discounted cash flow method. Significant assumptions used in valuing the developed technology intangible asset included revenue projections through 2021 based on assumptions relating to pricing and reimbursement rates, market size and market penetration rates and cost of goods sold based on current manufacturing experience, general and administrative expenses, sales and marketing expenses, and research and development expenses for clinical and regulatory support. The calculated value of the PENNSAID 2% developed technology intangible asset is amortized using the straight-line method over an estimated useful life of 6 years, which is the period in which the majority of the benefits from such developed technology will be recognized.

Vidara Acquisition

On March 18, 2014, HPI, Vidara Therapeutics Holdings LLC, a Delaware limited liability company (“Vidara Holdings”), Vidara, Hamilton Holdings (USA), Inc., a Delaware corporation and an indirect wholly-owned subsidiary of Vidara (“U.S. HoldCo”) and Hamilton Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of U.S. HoldCo (“Merger Sub”), entered into a Transaction Agreement and Plan of Merger (the “Merger Agreement”). The Merger Agreement provided for the merger of Merger Sub with and into HPI, with HPI continuing as the surviving corporation and as a wholly-owned, indirect subsidiary of Vidara, with Vidara converting to a public limited company and changing its name to Horizon Pharma plc.

At the effective time of the Merger on September 19, 2014 (the “Effective Time”), (i) each share of HPI’s common stock issued and outstanding was converted into one ordinary share of New Horizon; (ii) each equity plan of HPI was assumed by New Horizon and each outstanding option under HPI’s equity plans was converted into an option to acquire the number of ordinary shares of New Horizon equal to the number of common stock underlying such option immediately prior to the Effective Time at the same exercise price per share as such option of HPI, and each other stock award that was outstanding under HPI’s equity plans was converted into a right to receive, on substantially the same terms and conditions as were applicable to such equity award before the Effective Time, the number of ordinary shares of New Horizon equal to the number of shares of HPI’s common stock subject to such stock award immediately prior to the Effective Time; (iii) each warrant to acquire HPI’s common stock outstanding immediately prior to the Effective Time and not terminated as of the Effective Time was converted into a warrant to acquire, on substantially the same terms and conditions as were applicable under such warrant before the Effective Time, the number of ordinary shares of New Horizon equal to the number of shares of HPI’s common stock underlying such warrant immediately prior to the Effective Time; and (iv) the 5.00% Convertible Senior Notes due 2018 (the “Convertible Senior Notes”)
of HPI remained outstanding and, pursuant to a supplemental indenture entered into effective as of the Effective Time, have become convertible into the same number of ordinary shares of New Horizon at the same conversion rate in effect immediately prior to the Effective Time. Vidara Holdings retained ownership of 31,350,000 ordinary shares of New Horizon at the Effective Time. Upon consummation of the Merger (the “Closing”), the security holders of HPI (excluding the holders of HPI’s Convertible Senior Notes) owned approximately 74% of New Horizon and Vidara Holdings owned approximately 26% of New Horizon. At the Closing, New Horizon made a cash payment of $210.9 million to Vidara Holdings and $2.7 million to Citibank N.A. as escrow agent under an escrow agreement associated with the Merger.

The total consideration for the acquisition of Vidara was $601.4 million representing the $387.8 million market value of the 31,350,000 New Horizon ordinary shares that were held by prior Vidara shareholders immediately following the Closing plus the cash consideration of $213.6 million. The value of the New Horizon ordinary shares of $387.8 million is based on the September 18, 2014 closing stock price of HPI common stock of $12.37, the last closing price prior to the Effective Time.

Pursuant to ASC Topic 805, Business Combinations, the Company accounted for the Merger as a reverse acquisition under the acquisition method of accounting, with HPI treated as the acquiring company for accounting purposes. Identifiable assets and liabilities of Vidara, including identifiable intangible assets, were recorded based on their estimated fair values as of the closing of the Merger. The excess of the fair value of the net assets acquired over the value of consideration was recorded as a bargain purchase gain. The following table summarizes the preliminary fair values assigned to the assets acquired and the liabilities assumed by the Company pursuant to the Merger, along with the resulting bargain purchase gain (in thousands):

<table>
<thead>
<tr>
<th>Allocation</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>34,401</td>
</tr>
<tr>
<td>Accounts receivable, net</td>
<td>11,838</td>
</tr>
<tr>
<td>Inventories</td>
<td>15,422</td>
</tr>
<tr>
<td>Other receivable—net working capital adjustment</td>
<td>195</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>138</td>
</tr>
<tr>
<td>Property and equipment</td>
<td>289</td>
</tr>
<tr>
<td>Deferred tax assets</td>
<td>2,907</td>
</tr>
<tr>
<td>Customer relationships</td>
<td>8,100</td>
</tr>
<tr>
<td>In-process research and development</td>
<td>66,000</td>
</tr>
<tr>
<td>Developed technology</td>
<td>560,000</td>
</tr>
<tr>
<td>Accounts payable</td>
<td>(1,781)</td>
</tr>
<tr>
<td>Accrued expenses and other current liabilities</td>
<td>(32,372)</td>
</tr>
<tr>
<td>Contingent royalties</td>
<td>(33,600)</td>
</tr>
<tr>
<td>Other liabilities</td>
<td>(775)</td>
</tr>
<tr>
<td>Deferred tax liabilities</td>
<td>(7,170)</td>
</tr>
<tr>
<td>Bargain purchase gain</td>
<td>(22,171)</td>
</tr>
<tr>
<td>Fair value of consideration paid</td>
<td>$601,421</td>
</tr>
</tbody>
</table>

The fair value of the developed technology, in-process research and development (“IPR&D”), customer relationships and contingent royalties, along with any associated deferred tax assets or liabilities, represent final valuations performed with assistance by an independent appraisal firm.

Inventories acquired included raw materials and finished goods. Fair value of finished goods has been determined based on the estimated selling price, net of selling costs and a margin on the selling costs. Fair value of raw materials has been estimated to equal the replacement cost. A step up in the value of inventory of $14.2 million was recorded in connection with the Merger. As of March 31, 2015, there was no remaining step up inventory balance and in the first quarter of 2015 the Company recognized $3.2 million of ACTIMMUNE inventory step up in the condensed consolidated statement of operations.

Other tangible assets and liabilities were valued at their respective carrying amounts as management believes that these amounts approximate their current fair values.

Identifiable intangible assets and liabilities acquired included developed technology, IPR&D and customer relationships. The fair value of intangible assets is based on management’s estimates, forecasted financial information and reasonable and supportable assumptions. Estimated useful lives are based on the time periods during which the intangibles are expected to result in incremental cash flows.
Developed technology intangible assets reflect the estimated value of Vidara’s rights to the marketed ACTIMMUNE product as of the acquisition date. The fair value of developed technology was determined using an income approach. The income approach explicitly recognizes that the fair value of an asset is premised upon the expected receipt of future economic benefits such as earnings and cash inflows based on sales projections and estimated direct costs for ACTIMMUNE. Indications of value are developed by discounting these benefits to their present value at a discount rate of 15% that reflects the return requirements of the market. The fair value of developed technology was recorded as an intangible asset as of the acquisition date and subsequently amortized over an estimated remaining life of 13 years.

IPR&D is related to one research and development project for the application of ACTIMMUNE in the treatment of Friedrich’s ataxia (“FA”), that was incomplete at the time of the Merger. IPR&D is considered separable from the business as the project could be sold to a third party. The fair value of IPR&D was determined using an income approach. The income approach explicitly recognizes that the fair value of an asset is premised upon the expected receipt of future economic benefits such as earnings and cash inflows based on sales projections and estimated direct costs. Indications of value are developed by discounting these benefits to their present value at a discount rate of 33% that reflects the return requirements of the market. The fair value of the IPR&D was recorded as an indefinite-lived intangible asset and will be tested for impairment until completion or abandonment of research and development efforts associated with the project. In February 2015, the Company submitted an investigational new drug application for a Phase 3 study that will evaluate ACTIMMUNE in the treatment of FA and in April 2015, the U.S. Food and Drug Administration (“FDA”) granted Fast Track designation for ACTIMMUNE. The Company plans to begin the Phase 3 study in the second quarter of 2015 in collaboration with the Friedrich’s Ataxia Research Alliance and the investigators and clinics of Friedrich’s Ataxia Research Alliance’s Collaborative Clinical Research Network in FA.

Customer relationships intangible assets reflect the estimated value of Vidara’s customer base for ACTIMMUNE. Vidara’s customers as of the acquisition date were predominantly a small group of retail pharmacies with demand for ACTIMMUNE. As such, a significant portion of revenue growth is expected to be generated from existing customers as of the acquisition date. Management assessed the historical customer trends to identify the anticipated attrition. The fair value of customer relationships was recorded as an intangible asset as of the acquisition date and subsequently amortized over an estimated remaining life of 10 years.

The Company has assigned a fair value to a contingent liability for royalties potentially payable under previously existing royalty and licensing agreements related to ACTIMMUNE. The royalties are payable under the terms of the license agreement with Genentech Inc. (“Genentech”), which was the original developer of ACTIMMUNE and under the terms of its agreement with Connetics Corporation (which was the predecessor parent company to InterMune and is now part of GlaxoSmithKline). See Note 13 for details of the percentages payable under both license agreements. The initial fair value of this liability of $33.6 million was determined using a discounted cash flow analysis incorporating the estimated future cash flows of royalty payments resulting from future sales. The discount rates used were the same as for the fair value of the intangible assets. The estimated liability for royalties will be increased over time to reflect the change in its present value and accretion expense will be recorded as part of cost of goods sold. The estimated liability will be periodically assessed based on events and circumstances and any change will be recorded in New Horizon’s condensed consolidated statement of operations. During the fourth quarter of 2014, as the result of a price increase for ACTIMMUNE approved to take effect on January 1, 2015, the Company reassessed the value of the estimated royalty liability and recorded a charge of $1.3 million to cost of goods sold to increase the carrying value of the contingent royalties to reflect the updated estimates.

Deferred tax assets and liabilities arise from acquisition accounting where book values of certain assets and liabilities differ from their tax bases. Deferred tax assets and liabilities are recorded at the currently enacted rates which will be in effect at the time when the temporary differences are expected to reverse in the country where the underlying assets and liabilities are located (United States or Bermuda). Customer relationships intangible assets are located in the United States where a U.S. tax rate of 39% is being utilized and a deferred tax liability is recorded. Developed technology and IPR&D assets are located in Bermuda which does not levy corporate income taxes; accordingly, no deferred tax liabilities were recorded related to these intangible assets.

The excess of the estimated fair values of net assets acquired over the acquisition consideration paid has been recorded as a bargain purchase gain in the condensed consolidated statement of comprehensive income. As previously stated, the total consideration included a fixed number of New Horizon ordinary shares. The bargain purchase gain of $22.2 million was primarily the result of the decrease in the market value of our ordinary shares from the time that the Merger Agreement was signed to the Effective Time of the Merger.

**Pro Forma Information**

The following table represents the condensed consolidated financial information for the Company on a pro forma basis, assuming that the Merger occurred as of January 1, 2014. The historical financial information has been adjusted to give effect to pro forma items that are directly attributable to the Merger and are expected to have a continuing impact on the consolidated results. These items include, among others, adjustments to record the amortization of definite-lived intangible assets, interest expense, debt discount and deferred financing costs associated with the debt in connection with the acquisitions. Additionally, the
following table sets forth unaudited financial information and has been compiled from historical financial statements and other information, but is not necessarily indicative of the results that actually would have been achieved had the transactions occurred on the dates indicated or that may be achieved in the future (in thousands, except per share data):

<table>
<thead>
<tr>
<th></th>
<th>As reported</th>
<th>Pro-forma adjustments (Unaudited)</th>
<th>Pro-forma (Unaudited)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net sales</td>
<td>$51,926</td>
<td>$17,352</td>
<td>$69,278</td>
</tr>
<tr>
<td>Net loss</td>
<td>$(206,250)</td>
<td>$(4,374)</td>
<td>$(210,624)</td>
</tr>
<tr>
<td>Loss per ordinary share: Basic and diluted</td>
<td>$(3.07)</td>
<td>$0.93</td>
<td>$(2.14)</td>
</tr>
</tbody>
</table>

The pro forma information excludes the PENNSAID 2% acquisition as it was impracticable to include because it would require significant estimates of third-party sales amounts. In addition, prior to the Company’s acquisition of PENNSAID 2%, PENNSAID 2% did not have a significant amount of sales because it was not on the market until 2014.

**NOTE 4 – INVENTORIES**

Inventories are stated at the lower of cost or market value. Inventories consist of raw materials, work-in-process and finished goods. The Company has entered into manufacturing and supply agreements for the manufacture or purchase of raw materials and production supplies. The Company’s inventories include the direct purchase cost of materials and supplies and manufacturing overhead costs.

The components of inventories as of March 31, 2015 and December 31, 2014 consisted of the following (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raw materials</td>
<td>$1,188</td>
<td>$1,184</td>
</tr>
<tr>
<td>Work-in-process</td>
<td>91</td>
<td>389</td>
</tr>
<tr>
<td>Finished goods</td>
<td>12,307</td>
<td>15,292</td>
</tr>
<tr>
<td>Inventories, net</td>
<td>$13,586</td>
<td>$16,865</td>
</tr>
</tbody>
</table>

Finished goods at December 31, 2014 included $3.2 million of stepped up ACTIMMUNE inventory which was fully amortized in January 2015.

**NOTE 5 – PREPAID EXPENSES AND OTHER CURRENT ASSETS**

Prepaid expenses and other current assets as of March 31, 2015 and December 31, 2014 consisted of the following (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepaid co-pay expenses</td>
<td>$42,070</td>
<td>$6,718</td>
</tr>
<tr>
<td>Product samples inventory</td>
<td>2,892</td>
<td>4,014</td>
</tr>
<tr>
<td>Prepaid software license fees</td>
<td>1,160</td>
<td>1,128</td>
</tr>
<tr>
<td>Other prepaid expenses</td>
<td>2,555</td>
<td>2,510</td>
</tr>
<tr>
<td>Prepaid expenses and other current assets</td>
<td>$48,677</td>
<td>$14,370</td>
</tr>
</tbody>
</table>

Prepaid co-pay expenses represent advance payments to the administrators of the co-pay programs. The increase in the prepaid co-pay expenses as of March 31, 2015 was attributable to the significant increase in the co-pay program as a result of the expansion of the Company’s Prescriptions-Made-Easy (“PME”) specialty pharmacy program in the first quarter of 2015. The PME program enables eligible patients enhanced access to the Company’s products by providing assistance to reduce such patients’ out of pocket costs for prescriptions filled via a participating pharmacy.
NOTE 6 – PROPERTY AND EQUIPMENT

Property and equipment as of March 31, 2015 and December 31, 2014 consisted of the following (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Machinery and equipment</td>
<td>$3,220</td>
<td>$3,288</td>
</tr>
<tr>
<td>Furniture and fixtures</td>
<td>611</td>
<td>576</td>
</tr>
<tr>
<td>Computer equipment</td>
<td>2,662</td>
<td>2,040</td>
</tr>
<tr>
<td>Software</td>
<td>1,410</td>
<td>1,481</td>
</tr>
<tr>
<td>Trade show equipment</td>
<td>392</td>
<td>392</td>
</tr>
<tr>
<td>Leasehold improvements</td>
<td>4,699</td>
<td>3,412</td>
</tr>
<tr>
<td>Less-accumulated depreciation</td>
<td>(4,121)</td>
<td>(3,948)</td>
</tr>
<tr>
<td>Property and equipment, net</td>
<td>$8,873</td>
<td>$7,241</td>
</tr>
</tbody>
</table>

Depreciation expense for the three months ended March 31, 2015 and 2014 was $0.7 million and $0.4 million, respectively.

NOTE 7 – INTANGIBLE ASSETS

The Company’s intangible assets consist of developed technology related to the Company’s approved products, ACTIMMUNE, PENNSAID 2%, RAYOS and VIMOVO in the United States, and LODOTRA in Europe.

On September 19, 2014, in connection with the Merger, the Company capitalized $560.0 million of developed technology, $66.0 million of IPR&D and $8.1 million of customer relationships related to ACTIMMUNE.

On October 17, 2014, in connection with the Company’s acquisition of the U.S. rights to PENNSAID 2%, the Company capitalized $45.0 million for the U.S. developed technology rights of PENNSAID 2%.

The Company tests its intangible assets for impairment when events or circumstances may indicate that the carrying value of these assets exceeds their fair value. The Company does not believe there have been any circumstances or events that would indicate that the carrying value of any of its intangible assets has been impaired at March 31, 2015 or December 31, 2014.

As of March 31, 2015 and December 31, 2014, amortizable intangible assets consisted of the following (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>Accumulated Amortization</td>
<td>Currency Translation</td>
</tr>
<tr>
<td>Developed technology</td>
<td>$748,294</td>
<td>(68,811)</td>
</tr>
<tr>
<td>Customer relationships</td>
<td>8,100</td>
<td>(432)</td>
</tr>
<tr>
<td>Total amortizable intangible assets</td>
<td>$756,394</td>
<td>(69,243)</td>
</tr>
</tbody>
</table>

Amortization expense for the three months ended March 31, 2015 and 2014 was $17.7 million and $5.0 million, respectively. IPR&D is not amortized until successful completion of the project. As of March 31, 2015, estimated future amortization expense was as follows (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 (April to December)</td>
<td>$53,043</td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td>70,724</td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td>70,724</td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td>70,724</td>
<td></td>
</tr>
<tr>
<td>2019 and thereafter</td>
<td>421,936</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$687,151</td>
<td></td>
</tr>
</tbody>
</table>
NOTE 8 – OTHER ASSETS

Other assets as of March 31, 2015 and December 31, 2014 consisted of the following (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deferred financing costs</td>
<td>$10,524</td>
<td>$11,491</td>
</tr>
<tr>
<td>Other</td>
<td>62</td>
<td>73</td>
</tr>
<tr>
<td>Other assets</td>
<td>$10,586</td>
<td>$11,564</td>
</tr>
</tbody>
</table>

NOTE 9 – ACCRUED TRADE DISCOUNTS AND REBATES

Accrued trade discounts and rebates as of March 31, 2015 and December 31, 2014 consisted of the following (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractual allowances</td>
<td>$56,447</td>
<td>$55,678</td>
</tr>
<tr>
<td>Government rebates and chargebacks</td>
<td>21,779</td>
<td>20,437</td>
</tr>
<tr>
<td>Accrued trade discounts and rebates</td>
<td>$78,226</td>
<td>$76,115</td>
</tr>
</tbody>
</table>

Contractual allowances include co-pay assistance, product sales discount and allowances, product launch discounts, customer rebates, distribution service fees, sales returns and prompt pay discounts.

The following table summarizes the Company’s customer-related accruals and allowances as of March 31, 2015 and December 31, 2014 (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>Contractual Allowances</th>
<th>Government Rebates and Chargebacks</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance at December 31, 2014(1)</td>
<td>$60,899</td>
<td>$20,437</td>
<td>$81,336</td>
</tr>
<tr>
<td>Current provisions relating to sales in the first quarter of 2015</td>
<td>157,319</td>
<td>21,463</td>
<td>178,782</td>
</tr>
<tr>
<td>Payments relating to sales in the first quarter of 2015</td>
<td>(103,720)</td>
<td>(4,357)</td>
<td>(108,077)</td>
</tr>
<tr>
<td>Payments relating to sales in prior years</td>
<td>(55,240)</td>
<td>(15,764)</td>
<td>(71,004)</td>
</tr>
<tr>
<td>Balance at March 31, 2015(2)</td>
<td>$59,258</td>
<td>$21,779</td>
<td>$81,037</td>
</tr>
</tbody>
</table>

(1) Balance includes $5,221 of unpaid contractual allowance invoices recorded in accounts payable.
(2) Balance includes $2,811 of unpaid contractual allowance invoices recorded in accounts payable.

NOTE 10 – ACCRUED EXPENSES

Accrued expenses as of March 31, 2015 and December 31, 2014 consisted of the following (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll related expenses</td>
<td>$17,909</td>
<td>$20,933</td>
</tr>
<tr>
<td>Accrued excise tax</td>
<td>11,243</td>
<td>11,243</td>
</tr>
<tr>
<td>Consulting services</td>
<td>5,976</td>
<td>4,421</td>
</tr>
<tr>
<td>Sales and marketing expenses</td>
<td>3,008</td>
<td>2,343</td>
</tr>
<tr>
<td>Deferred rent</td>
<td>1,185</td>
<td>1,026</td>
</tr>
<tr>
<td>Accrued interest</td>
<td>1,774</td>
<td>1,260</td>
</tr>
<tr>
<td>Accrued income taxes</td>
<td>764</td>
<td>1,400</td>
</tr>
<tr>
<td>Accrued other</td>
<td>4,266</td>
<td>3,999</td>
</tr>
<tr>
<td>Accrued expenses</td>
<td>$46,125</td>
<td>$46,625</td>
</tr>
</tbody>
</table>
In connection with the Merger, any individual who is or was an executive officer or director of HPI or New Horizon and subject to the reporting requirements of Section 16(a) of the Securities Exchange Act of 1934, as amended, at any time during the period commencing six months before and ending six months after the closing of the Merger (“Covered Individual”) is subject to an excise tax (15% in 2014) under Section 4985 of the Internal Revenue Code of 1986, as amended, on the value of certain stock compensation held at any time during the same period by the Covered Individual. The New Horizon board of directors concluded that the Company would provide the Covered Individuals with a payment with respect to the excise tax, so that, on a net after-tax basis, they would be in the same position as if no such excise tax had applied to them. The Company estimated a liability of $11.2 million for the payments due to those who were Covered Individuals. This amount was recorded by the Company as general and administrative expense on the condensed consolidated statements of comprehensive loss in 2014 and was included in accrued expenses on the condensed consolidated balance sheet as of March 31, 2015 and December 31, 2014. These payments were made to the Covered Individuals in April 2015 with no significant differences against the estimated liability.

**NOTE 11 – ACCRUED ROYALTIES**

Changes in the liability for royalties during the three months ended March 31, 2015 consisted of the following (in thousands):

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance as of December 31, 2014</td>
<td>$74,212</td>
</tr>
<tr>
<td>Royalty payments</td>
<td>(6,203)</td>
</tr>
<tr>
<td>Accretion expense</td>
<td>3,044</td>
</tr>
<tr>
<td>Balance as of March 31, 2015</td>
<td>71,053</td>
</tr>
<tr>
<td>Less: Current portion</td>
<td>25,781</td>
</tr>
<tr>
<td>Accrued royalties, net of current</td>
<td>$45,272</td>
</tr>
</tbody>
</table>

**NOTE 12 – FAIR VALUE MEASUREMENTS**

The following tables set forth the Company’s financial instruments that are measured at fair value on a recurring basis within the fair value hierarchy. Assets and liabilities measured at fair value are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company’s assessment of the significance of a particular input to the fair value measurement in its entirety requires management to make judgments and consider factors specific to the asset or liability. The following describes three levels of inputs that may be used to measure fair value:

*Level 1*—Observable inputs such as quoted prices in active markets for identical assets or liabilities.

*Level 2*—Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

*Level 3*—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The Company utilizes the market approach to measure fair value for its money market funds. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities.
Assets and liabilities measured at fair value on a recurring basis

The following table sets forth the Company’s financial assets and liabilities at fair value on a recurring basis as of March 31, 2015 and December 31, 2014 (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th></th>
<th></th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Level 1</td>
<td>Level 2</td>
<td>Level 3</td>
<td></td>
</tr>
<tr>
<td>Money market funds</td>
<td>$ 41,578</td>
<td>$ —</td>
<td>$ —</td>
<td>$41,578</td>
</tr>
<tr>
<td>Total assets at fair value</td>
<td>$41,578</td>
<td>$—</td>
<td>$—</td>
<td>$41,578</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>December 31, 2014</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Level 1</td>
<td>Level 2</td>
<td>Level 3</td>
<td></td>
</tr>
<tr>
<td>Money market funds</td>
<td>$111,581</td>
<td>$—</td>
<td>$—</td>
<td>$111,581</td>
</tr>
<tr>
<td>Total assets at fair value</td>
<td>$111,581</td>
<td>$—</td>
<td>$—</td>
<td>$111,581</td>
</tr>
</tbody>
</table>

In accordance with the pronouncement guidance in ASC 815 “Derivatives and Hedging”, the conversion option included within the Convertible Senior Notes was deemed to include an embedded derivative, which required the Company to bifurcate and separately account for the embedded derivative as a separate liability on its condensed consolidated balance sheets. The estimated fair value was derived utilizing the binomial lattice approach for the valuation of convertible instruments. Assumptions used in the calculation included, among others, determining the appropriate credit spread using benchmarking analysis and solving for the implied credit spread, calculating the fair value of the stock component using a discounted risk free rate and borrowing cost and calculating the fair value of the note component using a discounted credit adjusted discount rate. Based on the assumptions used to determine the fair value of the derivative liability associated with the Convertible Senior Notes, the Company concluded that these inputs were Level 3 inputs.

At March 31, 2014, the Company conducted a fair value assessment to reflect the market value adjustments for the embedded derivative due to the increase in HPI’s common stock value and for changes in the fair value assumptions. During the three months ended March 31, 2014, the Company recorded a $204.0 million loss in its results of operations to properly reflect the fair value of the embedded derivative of $313.4 million.

The following table presents the assumptions used by the Company to determine the fair value of the conversion option embedded in the Convertible Senior Notes as of March 31, 2014:

<table>
<thead>
<tr>
<th>March 31, 2014</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Stock price</td>
<td>$15.12</td>
</tr>
<tr>
<td>Risk free rate</td>
<td>1.59%</td>
</tr>
<tr>
<td>Borrowing cost</td>
<td>3.50%</td>
</tr>
<tr>
<td>Weights</td>
<td>Equal weight</td>
</tr>
<tr>
<td>Credit spread (in basis points)</td>
<td>1,100</td>
</tr>
<tr>
<td>Volatility</td>
<td>40.00%</td>
</tr>
<tr>
<td>Initial conversion price</td>
<td>$5.36</td>
</tr>
<tr>
<td>Remaining time to maturity (in years)</td>
<td>4.4</td>
</tr>
</tbody>
</table>

On June 27, 2014, the Company’s shareholders approved the issuance of the Company’s ordinary shares in excess of 13,164,951 shares upon conversion of the Convertible Senior Notes. As such, on the date of approval, the derivative liability was re-measured to a final fair value and the entire fair value of the derivative liability of $324.4 million was reclassified to additional paid-in capital.
NOTE 13 – COMMITMENTS AND CONTINGENCIES

Lease Obligations

The Company occupies approximately 10,300 square feet of office space in its headquarters in Dublin, Ireland under a lease that expires on November 4, 2029. The Company also occupies approximately 50,500 square feet of office space in Deerfield, Illinois under lease agreements that expire on June 30, 2018, approximately 6,600 square feet of office space in Mannheim, Germany under a lease that expires on December 31, 2016, approximately 3,500 square feet of office space in Reinach, Switzerland under a lease that expires on May 31, 2020 and approximately 6,200 square feet of office space in Roswell, Georgia under a lease that expires on October 31, 2018.

Purchase Commitments

In August 2007, the Company entered into a manufacturing and supply agreement with Jagotec AG (“Jagotec”). Under the agreement, Jagotec or its affiliates are required to manufacture and supply RAYOS/LODOTRA exclusively to the Company in bulk. The Company committed to a minimum purchase of RAYOS/LODOTRA tablets from Jagotec for five years from the date of first launch of RAYOS/LODOTRA in a major country, as defined in the agreement, which was in April 2009. Thereafter, the agreement automatically renews on a yearly basis until either party provides two years advance written notice of termination. In April 2014, the agreement automatically renewed, and, therefore, the earliest the agreement can expire according to this advance notice procedure is April 15, 2017 and the minimum purchase commitment is in force until April 2017. At March 31, 2015, the minimum purchase commitment based on tablet pricing in effect under the agreement was $2.3 million through April 2017.

In May 2011, the Company entered into a manufacturing and supply agreement with sanofi-aventis U.S., and amended the agreement effective as of September 25, 2013. Pursuant to the agreement, as amended, sanofi-aventis U.S. is obligated to manufacture and supply DUEXIS to the Company in final, packaged form, and the Company is obligated to purchase DUEXIS exclusively from sanofi-aventis U.S. for the commercial requirements of DUEXIS in North America, South America and certain countries and territories in Europe, including the European Union member states and Scandinavia. At March 31, 2015, the Company had a binding purchase commitment to sanofi-aventis U.S. for DUEXIS of $3.2 million, which is to be delivered through June 2015.

In July 2013, Vidara and Boehringer Ingelheim entered into an exclusive supply agreement, which the Company assumed as of result of the Merger. Under the agreement, Boehringer Ingelheim is required to manufacture and supply interferon gamma 1-b (ACTIMMUNE) to the Company. The Company is required to purchase minimum quantities of finished drug product per annum through July 2020. As of March 31, 2015, the minimum binding purchase commitment to Boehringer Ingelheim was $18.6 million (converted using a Dollar-to-Euro rate of 1.07).

In November 2013, the Company entered into a long-term master manufacturing services and product agreement with Patheon Pharmaceuticals Inc. (“Patheon”) pursuant to which Patheon will manufacture VIMOVO for the Company through December 31, 2019. The Company agreed to purchase a specified percentage of VIMOVO requirements for the United States from Patheon. The Company must pay an agreed price for final, packaged VIMOVO supplied by Patheon as set forth in the Patheon manufacturing agreement, subject to adjustments, including certain unilateral adjustments by Patheon, such as annual adjustments for inflation and adjustments to account for certain increases in the cost of components of VIMOVO other than active materials. The Company will issue 12-month forecasts for the volume of VIMOVO that the Company expects to order. The first three months of the forecast will be considered binding firm orders. At March 31, 2015, the Company had a binding purchase commitment with Patheon for VIMOVO of $2.4 million.

In October 2014, in connection with the acquisition of the U.S. rights to PENNSAID 2% from Nuvo, the Company and Nuvo, entered into an exclusive supply agreement. Under the supply agreement, Nuvo will manufacture and supply PENNSAID 2% to the Company. The initial term of our supply agreement is through December 31, 2022, but the agreement may be terminated earlier by either party for any uncured material breach by the other party of its obligations under the supply agreement or upon the bankruptcy or similar proceeding of the other party. At least 90 days prior to the first day of each calendar month during the term of the supply agreement, the Company will submit a binding written purchase order to Nuvo for PENNSAID 2% in minimum batch quantities. As of March 31, 2015, the Company had a binding purchase commitment with Nuvo for PENNSAID 2% of $7.6 million.

Royalty Agreements

In connection with the August 2004 development and license agreement with SkyePharma AG (“SkyePharma”) and Jagotec, a wholly-owned subsidiary of SkyePharma, regarding certain proprietary technology and know-how owned by SkyePharma, Jagotec is entitled to receive a single digit percentage royalty on net sales of RAYOS/LODOTRA and on any sub-licensing income, which includes any payments not calculated based on the net sales of RAYOS/LODOTRA, such as license fees, lump sum and milestone payments.

Under the Pozen license agreement, the Company is required to pay Pozen a flat 10% royalty on net sales of VIMOVO and such other products sold by the Company, its affiliates or sublicensees during the royalty term, subject to minimum annual royalty obligations of $7.5 million, which minimum royalty obligations will continue for each year during which one of Pozen’s patents covers such products in the United States and there are no competing products in the United States. The royalty rate may be reduced to a mid-single digit royalty rate as a result of loss of market share to competing products. The Company’s obligation to pay royalties to Pozen will expire upon the later of (a) expiration of the last-to-expire of certain patents covering such products in the United States, and (b) ten years after the first commercial sale of such products in the United States.
Under the license agreement with Genentech, which was the original developer of ACTIMMUNE, the Company is or was obligated to pay royalties to Genentech on its net sales of ACTIMMUNE as follows:

- Through November 25, 2014, a royalty of 45% of the first $3.7 million in net sales achieved in a calendar year, and 10% on all additional net sales in that year;
- For the period from November 26, 2014 through May 5, 2018, the royalty payments will be reduced to a 20%-30% range for the first tier in net sales and in the 1%-9% range for the second tier; and
- From May 6, 2018 and for so long as the Company continues to commercially sell ACTIMMUNE, an annual royalty in the low single digits as a percentage of annual net sales.

Under the terms of the agreement with Connetics Corporation (which was the predecessor parent company to InterMune and is now part of GlaxoSmithKline) (“Connetics”), the Company is obligated to pay royalties to Connetics on the Company’s net sales of ACTIMMUNE as follows:

- 0.25% of net sales of ACTIMMUNE, rising to 0.5% once cumulative net sales of ACTIMMUNE in the United States surpass $1.0 billion; and in the event the Company develops and receives regulatory approval for ACTIMMUNE in the indication of scleroderma, the Company will be obligated to pay a royalty of 4% on all net sales of ACTIMMUNE recorded for use in that indication.

The royalty obligations for VIMOVO and ACTIMMUNE are included in accrued royalties on the Company’s condensed consolidated balance sheets.

Royalty expense recognized in cost of goods sold for the three months ended March 31, 2015 and 2014 was $3.0 million and $0.3 million, respectively.

**Excise Tax Gross Up**

In connection with the Merger, the New Horizon board of directors concluded that the Company would provide the Covered Individuals with a payment with respect to the excise tax on the value of certain stock compensation, so that, on a net after-tax basis, they would be in the same position as if no such excise tax had applied to them. The Company has estimated a liability of $11.2 million for the payments due to those who were Covered Individuals. This amount was recorded by the Company as general and administrative expense on the condensed consolidated statements of comprehensive loss in 2014 and is included in accrued expenses on the condensed consolidated balance sheet as of March 31, 2015 and December 31, 2014. These payments were made to the Covered Individuals in April 2015 with no significant differences against the estimated liability.

**Contingencies**

The Company is subject to claims and assessments from time to time in the ordinary course of business. The Company’s management does not believe that any such matters, individually or in the aggregate, will have a material adverse effect on the Company’s business, financial condition, results of operations or cash flows. In addition, the Company from time to time has billing disputes with vendors in which amounts invoiced are not in accordance with the terms of their contracts.

The Company previously entered into a rebate agreement with a pharmacy benefit manager (“PBM”), pursuant to which the Company was required to pay certain rebates on certain of its products that were reimbursed by health plans contracting with the PBM with respect to their formularies. In 2014, the Company sent a notice alerting the PBM of certain material breaches by the PBM under the agreement and indicating that the agreement would automatically terminate if the material breaches were not cured within 30 days. Among other things, the breaches by the PBM involved repeated invoices that included claims for rebates which were not eligible for payment under the agreement. Following the 30-day period, during which the PBM did not take action to cure the breaches or formally respond to the notice, the Company sent another notice informing the PBM that the agreement was terminated as of the end of the 30-day period in accordance with its terms and the Company ceased paying further rebates under the agreement. On November 6, 2014 and March 9, 2015, the Company received letters from the PBM asserting that the breaches the Company alleged in its termination notice were not material breaches and therefore the agreement was not terminated and remains in effect. In addition, the PBM has claimed that the Company owes approximately $68.3 million in past price protection and utilization rebates related to VIMOVO and DUEXIS and further rebates on sales of VIMOVO and DUEXIS continuing after the date the Company believes the agreement was terminated. The substantial majority of these rebate claims relate to price protection rebates on VIMOVO which the Company believes are precluded under the agreement, particularly because VIMOVO was not covered under the agreement until after the Company had established an initial price for VIMOVO under Horizon-owned National Drug Code. Based upon the terms of the agreement and the PBM’s actions, the Company believes that the PBM’s claims in its November 6, 2014 and March 9, 2015 letters are without merit and the Company intends to vigorously defend against them. The Company currently estimates the range of potential disputes to be in the $0 to $4.7 million range and has not recorded a liability associated with any portion of the disputed amounts as the Company does not believe payment of any such amounts is probable at this time.
Indemnification

In the normal course of business, the Company enters into contracts and agreements that contain a variety of representations and warranties and provide for general indemnifications. The Company’s exposure under these agreements is unknown because it involves claims that may be made against the Company in the future, but have not yet been made. To date, the Company has not paid any claims or been required to defend any action related to its indemnification obligations. However, the Company may record charges in the future as a result of these indemnification obligations.

In accordance with its memorandum and articles of association, the Company has indemnification obligations to its officers and directors for certain events or occurrences, subject to certain limits, while they are serving at the Company’s request in such capacity. Additionally, the Company has entered, and intends to continue to enter, into separate indemnification agreements with its directors and executive officers. These agreements, among other things, require the Company to indemnify its directors and executive officers for certain expenses, including attorneys’ fees, judgments, fines and settlement amounts incurred by a director or executive officer in any action or proceeding arising out of their services as one of the Company’s directors or executive officers, or any of the Company’s subsidiaries or any other company or enterprise to which the person provides services at the Company’s request. There have been no claims to date and the Company has a director and officer insurance policy that enables it to recover a portion of any amounts paid for future potential claims. Certain of the Company’s officers and directors have also entered into separate indemnification agreements with HPI prior to the Merger.

NOTE 14 – LEGAL PROCEEDINGS

On July 15, 2013, the Company received a Paragraph IV Patent Certification from Watson Laboratories, Inc.—Florida, known as Actavis Laboratories FL, Inc. (“Watson”), advising that Watson had filed an Abbreviated New Drug Application (“ANDA”) with the FDA for a generic version of RAYOS, containing up to 5 mg of prednisone. Watson has not advised the Company as to the timing or status of the FDA’s review of its filing. On August 26, 2013, the Company, together with Jagotec, filed suit in the United States District Court for the District of New Jersey against Watson, Actavis Pharma, Inc., Andrx Corp., and Actavis, Inc. (collectively “WLF”) seeking an injunction to prevent the approval of the ANDA. The lawsuit alleges that WLF has infringed U.S. Patent Nos. 6,488,960, 6,677,326, 8,168,218, 8,309,124 and 8,394,407 by filing an ANDA seeking approval from the FDA to market generic versions of RAYOS containing 1 mg, 2 mg and 5 mg of prednisone prior to the expiration of the patents. The subject patents are listed in the FDA’s Approved Drug Products with Therapeutic Equivalence Evaluations, commonly known as the Orange Book. The commencement of the patent infringement lawsuit stays, or bars, FDA approval of WLF’s ANDA for 30 months or until an earlier district court decision that the subject patents are not infringed or are invalid. The Company and Jagotec have granted WLF a covenant not to sue with respect to US Patent Nos. 6,677,326 and 8,168,218, respectively, and accordingly these patents have been dismissed from the lawsuit. The court held a claim construction hearing on October 16, 2014, and issued its opinion and order on claim construction on November 10, 2014, adopting our proposed construction of both of the disputed claim terms. The court has scheduled expert discovery in the WLF action to be completed by June 2, 2015, and has set the pretrial conference for September 10, 2015. The trial date will be set following the pretrial conference.

On November 13, 2014, the Company received a Paragraph IV Patent Certification from Watson advising that Watson had filed an ANDA with the FDA for a generic version of PENNSAID 2%. Watson has not advised the Company as to the timing or status of the FDA’s review of its filing. On December 23, 2014, the Company filed suit in the United States District Court for the District of New Jersey against Watson seeking an injunction to prevent the approval of the ANDA. The lawsuit alleges that Watson has infringed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,871,809 by filing an ANDA seeking approval from the FDA to market generic versions of PENNSAID 2% prior to the expiration of the patents. The subject patents are listed in the FDA’s Orange Book. The commencement of the patent infringement lawsuit stays, or bars, FDA approval of Watson’s ANDA for 30 months or until an earlier district court decision that the subject patents are not infringed or are invalid. The court has not yet set a trial date for the Watson action.

On December 2, 2014, the Company received a Paragraph IV Patent Certification against Orange Book listed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,741,956 from Paddock Laboratories, LLC (“Paddock”) advising that Paddock had filed an ANDA with the FDA for a generic version of PENNSAID 2%. On January 9, 2015, the Company received from Paddock another Paragraph IV Patent Certification against newly Orange Book listed U.S. Patent No. 8,871,809. Paddock has not advised the Company as to the timing or status of the FDA’s review of its filings. On January 13, 2015 and January 14, 2015, the Company filed suits in the United States District Court for the District of New Jersey and the United States District Court for the District of Delaware, respectively, against Paddock seeking an injunction to prevent the approval of the ANDA. The lawsuits allege that Paddock has infringed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,871,809 by filing an ANDA seeking approval from the FDA to market generic versions of PENNSAID 2% prior to the expiration of the patents. The subject patents are listed in the FDA’s Orange Book. The commencement of the patent infringement lawsuit stays, or bars, FDA approval of Paddock’s ANDA for 30 months or until an earlier district court decision that the subject patents are not infringed or are invalid. The courts have not yet set trial dates for the Paddock actions.
Currently, patent litigation is pending in the United States District Court for the District of New Jersey against four generic companies intending to market VIMOVO before the expiration of patents listed in the Orange Book. These cases are in the United States District Court for the District of New Jersey and have been consolidated for discovery purposes. They are collectively known as the VIMOVO cases, and involve the following sets of defendants: (i) Dr. Reddy's Laboratories Inc. and Dr. Reddy's Laboratories Ltd. (collectively, "Dr. Reddy's"); (ii) Lupin Limited and Lupin Pharmaceuticals Inc. (collectively, Lupin); (iii) Mylan Pharmaceuticals Inc., Mylan Laboratories Limited, and Mylan Inc. (collectively, "Mylan"); and (iv) Watson Laboratories, Inc.—Florida, known as Actavis Laboratories FL, Inc. and Actavis Pharma, Inc. (collectively, "Actavis"). Patent litigation in the United States District Court for the District of New Jersey against a fifth generic company, Anchen Pharmaceuticals Inc. ("Anchen"), was dismissed on June 9, 2014 after Anchen recertified under Paragraph III. The Company understands that Dr. Reddy’s has entered into a settlement with AstraZeneca with respect to patent rights directed to Nexium for the commercialization of VIMOVO, and that according to the settlement agreement, Dr. Reddy’s is now able to commercialize VIMOVO under AstraZeneca’s Nexium patent rights. The settlement agreement, however, has no effect on the Pozen VIMOVO patents, which are still the subject of patent litigations. As part of the Company’s acquisition of the U.S. rights to VIMOVO, the Company has taken over and is responsible for the patent litigations that include the Pozen patents licensed to the Company under the Pozen license agreement.

The VIMOVO cases were filed on April 21, 2011, July 25, 2011, October 28, 2011, January 4, 2013, May 10, 2013, June 28, 2013 and October 23, 2013 and collectively include allegations of infringement of U.S. Patent Nos. 6,926,907 and 8,557,285. The Company understands the cases arise from Paragraph IV Notice Letters providing notice of the filing of ANDAs with the FDA seeking regulatory approval to market generic versions of VIMOVO before the expiration of the patents-in-suit. The Company understands the Dr. Reddy’s notice letters were dated March 11, 2011, November 20, 2012 and April 20, 2015; the Lupin notice letters were dated June 10, 2011 and March 12, 2014; the Mylan notice letters were dated May 16, 2013 and February 9, 2015; the Actavis notice letters were dated March 29, 2013 and November 5, 2013; and the Anchen notice letter was dated September 16, 2011. The court has issued a claims construction order and has set a pretrial schedule but has not yet set a trial date.

On February 25, 2015, Dr. Reddy’s Laboratories, Inc. filed a Petition for Inter Partes Review (“IPR”) of U.S. Patent No. 8,557,285, one of the patents in litigation in the above referenced VIMOVO cases. The Patent Trial and Appeal Board has not yet issued a decision with regard to whether or not the IPR will be instituted.

On or about December 19, 2014, the Company filed a Notice of Opposition to a European patent, EP 2611457, to Roberto Testi, et al., covering compositions and methods for treating FA with interferon gamma, e.g., ACTIMMUNE. In the European Union, the grant of a patent may be opposed by one or more private parties.

On February 2, 2015, the Company received a Paragraph IV Patent Certification against Orange Book listed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, 8,741,956, and 8,871,809 from Taro Pharmaceuticals USA, Inc. and Taro Pharmaceutical Industries, Ltd. (collectively, “Taro”) advising that Taro had filed an ANDA with the FDA for a generic version of PENNSAID 2%. Taro has not advised the Company as to the timing or status of the FDA’s review of its filing. On March 13, 2015, the Company filed suit in the United States District Court for the District of New Jersey against Taro seeking an injunction to prevent the approval of the ANDA. The lawsuit alleges that Taro has infringed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,871,809 by filing an ANDA seeking approval from the FDA to market generic versions of PENNSAID 2% prior to the expiration of the patents. The subject patents are listed in the FDA’s Orange Book. The commencement of the patent infringement lawsuit stays, or bars, FDA approval of Taro’s ANDA for 30 months or until an earlier district court decision that the subject patents are not infringed or are invalid. The court has not yet set a trial date for the Taro action.

On March 18, 2015, the Company received a Paragraph IV Patent Certification against Orange Book listed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, 8,741,956, and 8,871,809 from Lupin Limited advising that Lupin Limited had filed an ANDA with the FDA for a generic version of PENNSAID 2%. Lupin Limited has not advised the Company as to the timing or status of the FDA’s review of its filing. On April 30, 2015, the Company filed suit in the United States District Court for the District of New Jersey against Lupin, seeking an injunction to prevent the approval of the ANDA. The lawsuit alleges that Lupin has infringed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,871,809 by filing an ANDA seeking approval from the FDA to market generic versions of PENNSAID 2% prior to the expiration of the patents. The subject patents are listed in the FDA’s Orange Book. The commencement of the patent infringement lawsuit stays, or bars, FDA approval of Lupin’s ANDA for 30 months or until an earlier district court decision that the subject patents are not infringed or are invalid. The court has not yet set a trial date for the Lupin action.

On March 17, 2014, Hyperion received notice from Par Pharmaceutical, Inc. that it had filed an ANDA with the FDA seeking approval for a generic version of the Company’s product RAVICTI. The ANDA contained a Paragraph IV Patent Certification alleging that two of the patents covering RAVICTI, U.S. Patent No. 8,404,215, titled “Methods of therapeutic monitoring of nitrogen scavenging drugs,” which expires in March 2032, and U.S. Patent No. 8,642,012, titled “Methods of treatment using ammonia scavenging drugs,” which expires in September 2030, are invalid and/or will not be infringed by Par’s manufacture, use or sale of the product for which the ANDA was submitted. Par Pharmaceutical, Inc. did not challenge the validity, enforceability, or infringement of the Company’s primary composition of matter patent for RAVICTI, U.S. Patent No. 5,968,979 titled “Triglycerides and ethyl esters of phenylalkanoic acid and phenylalkenoic acid useful in treatment of various disorders,” which would have expired on February 7, 2015, but as to which Hyperion was granted an interim term of extension until February 7, 2016. Hyperion filed suit against Par Pharmaceutical, Inc. on April 23, 2014 and the Company has taken over and is responsible for this patent litigation.

On April 29, 2015, Par filed petitions for IPR of the ’215 patent and the ’012 patent. The Patent Trial and Appeal Board has not yet issued a decision with regard to whether or not the IPRs will be instituted.
NOTE 15 – DEBT AGREEMENTS

The Company’s outstanding debt balances as of March 31, 2015 and December 31, 2014 consisted of the following (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exchangeable Senior Notes</td>
<td>$ 400,000</td>
<td>$ —</td>
</tr>
<tr>
<td>2014 Senior Secured Credit Facility</td>
<td>300,000</td>
<td>300,000</td>
</tr>
<tr>
<td>Convertible Senior Notes</td>
<td>28,439</td>
<td>60,985</td>
</tr>
<tr>
<td>Debt discount</td>
<td>(138,605)</td>
<td>(15,482)</td>
</tr>
<tr>
<td>Total long-term debt</td>
<td>589,835</td>
<td>345,503</td>
</tr>
<tr>
<td>Less: current maturities</td>
<td>22,921</td>
<td>48,334</td>
</tr>
<tr>
<td>Long-term debt, net of current maturities</td>
<td>$ 566,914</td>
<td>$ 297,169</td>
</tr>
</tbody>
</table>

Exchangeable Senior Notes

On March 13, 2015, Horizon Pharma Investment Limited ("Horizon Investment"), a wholly-owned subsidiary of the Company, completed a private placement of $400.0 million aggregate principal amount of 2.50% Exchangeable Senior Notes due 2022 (the “Exchangeable Senior Notes”) to several investment banks acting as initial purchasers who subsequently resold the Exchangeable Senior Notes to qualified institutional buyers as defined in Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”). The net proceeds from the offering of the Exchangeable Senior Notes were approximately $387.3 million, after deducting the initial purchasers’ discount and offering expenses payable by Horizon Investment.

The Exchangeable Senior Notes are fully and unconditionally guaranteed, on a senior unsecured basis, by the Company (the “Guarantee”). The Exchangeable Senior Notes and the Guarantee are Horizon Investment’s and the Company’s senior unsecured obligations. The Exchangeable Senior Notes accrue interest at an annual rate of 2.50% payable semiannually in arrears on March 15 and September 15 of each year, beginning on September 15, 2015. The Exchangeable Senior Notes will mature on March 15, 2022, unless earlier exchanged, repurchased or redeemed. The initial exchange rate is 34.8979 ordinary shares of the Company per $1,000 principal amount of the Exchangeable Senior Notes (equivalent to an initial exchange price of approximately $28.66 per ordinary share). The exchange rate will be subject to adjustment in some events but will not be adjusted for any accrued and unpaid interest. In addition, following certain corporate events that occur prior to the maturity date or upon a tax redemption, Horizon Investment will increase the exchange rate for a holder who elects to exchange its Exchangeable Senior Notes in connection with such a corporate event or a tax redemption in certain circumstances.

Other than as described below, the Exchangeable Senior Notes may not be redeemed by the Company.

Issuer Redemptions:

Optional Redemption for Changes in the Tax Laws of a Relevant Taxing Jurisdiction: Horizon Investment may redeem the Exchangeable Senior Notes at its option, prior to March 15, 2022, in whole but not in part, in connection with certain tax-related events.

Provisional Redemption on or After March 30, 2019: On or after March 30, 2019, Horizon Investment may redeem for cash all or a portion of the Exchangeable Senior Notes if the last reported sale price of ordinary shares of the Company has been at least 130% of the exchange price then in effect for at least 20 trading days whether or not consecutive) during any 30 consecutive trading day period ending on, and including, the trading day immediately preceding the date on which we provide written notice of redemption.

The redemption price will be equal to 100% of the principal amount of the Exchangeable Senior Notes to be redeemed, plus accrued and unpaid interest to, but not including, the redemption date; provided that if the redemption date occurs after a regular record date and on or prior to the corresponding interest payment date, Horizon Investment will pay the full amount of accrued and unpaid interest due on such interest payment date to the record holder of the Exchangeable Senior Notes on the regular record date corresponding to such interest payment date, and the redemption price payable to the holder who presents an Exchangeable Senior Note for redemption will be equal to 100% of the principal amount of such Exchangeable Senior Note.
**Holder Exchange Rights:**

Holders may exchange all or any portion of their Exchangeable Senior Notes at their option at any time prior to the close of business on the business day immediately preceding December 15, 2021 only upon satisfaction of one or more of the following conditions:

1. **Exchange upon Satisfaction of Sale Price Condition** – During any calendar quarter commencing after the calendar quarter ending on June 30, 2015 (and only during such calendar quarter), if the last reported sale price of ordinary shares of the Company for at least 20 trading days (whether or not consecutive) during the period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the applicable exchange price on each applicable trading day.

2. **Exchange upon Satisfaction of Trading Price Condition** – During the five business day period after any ten consecutive trading day period in which the trading price per $1,000 principal amount of Exchangeable Senior Notes for each trading day of such period was less than 98% of the product of the last reported sale price of ordinary shares of the Company and the applicable exchange rate on such trading day.

3. **Exchange upon Notice of Redemption** – Prior to the close of business on the business day immediately preceding December 15, 2021, if Horizon Investment provides a notice of redemption, at any time prior to the close of business on the second scheduled trading day preceding the redemption date.

On or after December 15, 2021, a holder may exchange all or any portion of its Exchangeable Senior Notes at any time prior to the close of business on the second scheduled trading day immediately preceding the maturity date regardless of the foregoing conditions.

Upon exchange, Horizon Investment will settle exchanges of the Exchangeable Senior Notes by paying or causing to be delivered, as the case may be, cash, ordinary shares or a combination of cash and ordinary shares, at its election.

The Company recorded the Exchangeable Senior Notes under the guidance in Topic ASC 470-20, *Debt with Conversion and Other Options*, and separated them into a liability component and equity component. The carrying amount of the liability component of $268.9 million was determined by measuring the fair value of a similar liability that does not have an associated equity component. The carrying amount of the equity component of $119.1 million represented by the embedded conversion option was determined by deducting the fair value of the liability component of $268.9 million from the initial proceeds of $388.0 million ascribed to the convertible debt instrument as a whole. The initial debt discount of $131.1 million is being charged to interest expense ratably over the life of the Exchangeable Senior Notes.

**2014 Senior Secured Credit Facility**

On June 17, 2014, the Company entered into a Credit Agreement with a group of lenders and Citibank, N.A., as administrative and collateral agent to provide the Company with $300.0 million in financing through a five-year senior secured credit facility (the “2014 Senior Secured Credit Facility”). The 2014 Senior Secured Credit Facility provides for (i) a committed five-year $300.0 million term loan facility (the “2014 Term Loan Facility”) with a portion of the proceeds used to effect the Merger and to pay fees and expenses in connection therewith, and with the balance being used for general corporate purposes; (ii) an uncommitted accordion facility subject to the satisfaction of certain financial and other conditions; and (iii) one or more uncommitted refinancing loan facilities with respect to loans thereunder. The initial borrower under the 2014 Term Loan Facility is U.S. HoldCo (renamed Horizon Pharma Holdings USA, Inc.). The Credit Agreement allows for the Company and other subsidiaries of the Company to become borrowers under the accordion facility. Loans under the 2014 Senior Secured Credit Facility bear interest, at each borrower’s option, at a rate equal to either the London Inter-Bank Offer Rate (“LIBOR”), plus an applicable margin of 8.0% per year (subject to a 1.0% LIBOR floor), or the prime lending rate, plus an applicable margin equal to 7.0% per year. The Company borrowed the full $300.0 million available on the 2014 Term Loan Facility on September 19, 2014 as a LIBOR-based borrowing. The Company paid a ticking fee to the applicable lenders of $3.2 million covering the period beginning on the date that was 31 days following the effective date of the 2014 Senior Secured Credit Facility and continuing through the closing of the Merger.

The borrowers’ obligations under the Credit Agreement and any swap obligations entered into with a lender thereunder are and will be guaranteed by the Company and each of the Company’s existing and subsequently acquired or organized direct and indirect subsidiaries (other than certain immaterial subsidiaries, subsidiaries whose guarantee would result in material adverse tax consequences and subsidiaries whose guarantee is prohibited by applicable law). The borrowers’ obligations under the Credit Agreement are secured, subject to customary permitted liens and other agreed upon exceptions, by a perfected security interest in (i) all tangible and intangible assets of the borrowers and the guarantors, except for certain customary excluded assets, and (ii) all of the capital stock owned by the borrowers and guarantors thereunder (limited, in the case of the stock of certain non-U.S. subsidiaries of U.S. HoldCo, to 65% of the capital stock of such subsidiaries).

U.S. HoldCo is permitted to make voluntary prepayments of loans under the 2014 Term Loan Facility, except that (i) a specified make-whole amount would apply to any repayment or repricing prior to the second anniversary of the date of the Closing, (ii) a 4% premium would apply to any repayment or repricing on or prior to the third anniversary of the date of the Closing, and (iii) a 2% premium would apply to any repayment or repricing on or prior to the fourth anniversary of the date of the Closing. U.S. HoldCo is required to make mandatory prepayments of loans under the 2014 Term Loan Facility (without payment of a premium) with (a) net cash proceeds from certain non-ordinary course asset sales (subject to reinvestment rights and other exceptions), (b) casualty proceeds and condemnation awards (subject to reinvestment rights and other exceptions), and (c) net cash proceeds from issuances of debt (other than certain permitted debt).
The Credit Agreement contains customary representations and warranties and customary affirmative and negative covenants, including, among other things, restrictions on indebtedness, liens, investments, mergers, dispositions, prepayment of other indebtedness and dividends and other distributions, and customary events of default.

The Company repaid the outstanding amount under the 2014 Senior Secured Credit Facility on May 7, 2015 in connection with the closing of the Hyperion acquisition.

Convertible Senior Notes

On November 18, 2013, the Company entered into note purchase agreements with investors to issue $150.0 million aggregate principal amount of Convertible Senior Notes. The note purchase agreements contain customary representations, warranties, covenants and closing conditions. The Convertible Senior Notes were issued on November 22, 2013. The Company received net proceeds of $143.6 million from the sale of the Convertible Senior Notes, after deducting fees and expenses of $6.4 million. The Convertible Senior Notes are governed by an Indenture, dated as of November 22, 2013, between HPI and U.S. Bank National Association, as trustee (the “Indenture”). The Convertible Senior Notes bear interest at a rate of 5.00% per year, payable in arrears on May 15 and November 15 of each year, which began on May 15, 2014. The Convertible Senior Notes will mature on November 15, 2018, unless earlier repurchased or converted.

The Convertible Senior Notes were sold at a price equal to 100% of the principal amount thereof and are convertible, under certain conditions, at the option of the holders at any time prior to the close of business on the business day immediately preceding August 15, 2018. Prior to August 15, 2018, the Convertible Senior Notes are convertible, at the option of the holders thereof, only under the following circumstances:

1. **Conversion upon Satisfaction of Sale Price Condition:** If the closing price of the Company’s ordinary shares for at least 20 trading days during the period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day.

2. **Conversion upon Satisfaction of Trading Price Condition:** The Convertible Senior Notes can be surrendered for conversion during the five business day period after any five consecutive trading day period in which the trading price per $1,000 principal amount of Convertible Senior Notes was less than 98% of the product of the last reported sale price of the Company’s ordinary shares and the applicable conversion rate on such date.

3. **Conversion upon Specified Distributions:** If the Company elects to:
   
   i. issue to all or substantially all holders of the Company’s ordinary shares any rights, options or warrants (other than in connection with a shareholder rights plan) entitling them, for a period of not more than 45 calendar days after the declaration date for such issuance, to subscribe for or purchase the Company’s ordinary shares at a price per share that is less than the average of the last reported sale prices of the Company’s ordinary shares for the 10 consecutive trading day period ending on, and including, the trading day immediately preceding the declaration date for such issuance; or

   ii. distribute to all or substantially all holders of the Company’s ordinary shares its assets, securities or rights to purchase its securities, which distribution has a per share value, as reasonably determined by the Company’s board of directors or a committee thereof, exceeding 10% of the last reported sale price of the Company’s ordinary shares on the trading day preceding the date of announcement for such distribution.

4. **Conversion upon Specified Corporate Events:** If (i) a transaction or event that constitutes a fundamental change or a make-whole fundamental change occurs or (ii) the Company is party to a consolidation, merger, binding share exchange, or transfer or lease of all or substantially all of its consolidated assets pursuant to which the Company’s ordinary shares would be converted into cash, securities or other assets.

   On or after August 15, 2018 until the close of business on the second scheduled trading day immediately preceding the maturity date for the Convertible Senior Notes, holders will be able to convert their Convertible Senior Notes at their option at the conversion rate then in effect at any time, regardless of these conditions.

   Subject to certain limitations, HPI may settle conversions of the Convertible Senior Notes by paying or delivering, as the case may be, cash, the Company’s ordinary shares or a combination of cash and the Company’s ordinary shares at HPI’s election. If the Company undergoes a fundamental change prior to the maturity date of the Convertible Senior Notes, the holders may require HPI to repurchase for cash all or any portion of their Convertible Senior Notes at a price equal to 100% of the principal amount of the Convertible Senior Notes to be repurchased, plus accrued and unpaid interest.

   The conversion rate for the Convertible Senior Notes was initially 186.4280 ordinary shares per $1,000 principal amount of Convertible Senior Notes (equivalent to an initial conversion price of approximately $5.36 per ordinary share). The conversion rate of the Convertible Senior Notes, and the corresponding conversion price, is subject to adjustment for certain events, but will not be adjusted for accrued and unpaid interest.
Pursuant to a number of factors outlined in ASC Topic 815, *Derivatives and Hedging*, the conversion option in the Convertible Senior Notes was deemed to include an embedded derivative that required bifurcation and separate accounting. As such, the Company ascertained the value of the conversion option as if separate from the convertible issuance and appropriately recorded that value as a derivative liability. On November 22, 2013, a derivative liability and a corresponding debt discount in the amount of $40.1 million were recorded. The debt discount is being charged to interest expense net of the life of the convertible debt. The effective interest rate computed on the Convertible Senior Notes was 11.22%.

The derivative liability was subject to revaluation on a quarterly basis to reflect the market value change of the embedded conversion option. On June 27, 2014, the Company’s shareholders approved the issuance of the Company’s ordinary shares in excess of 13,164,951 shares upon conversion of the Convertible Senior Notes. As such, on the date of approval, the derivative liability was re-measured to a final fair value and the entire fair value of the derivative liability of $324.4 million was reclassified to additional paid-in capital. During the three months ended March 31, 2014 and for the year ended December 31, 2014, the Company recorded a $204.0 million loss and a $215.0 million loss respectively, in its results of operations from re-measurement of the derivative liability.

As of March 31, 2015, the fair value of the Convertible Senior Notes was approximately $26.0 million.

In March 2015, the Company entered into separate, privately-negotiated conversion agreements with certain holders of the Convertible Senior Notes which were on substantially the same terms as prior conversion agreements entered into by the Company. Under the March 2015 conversion agreements, the applicable holders agreed to convert an aggregate principal amount of $32.5 million of Convertible Senior Notes held by them and the Company agreed to settle such conversions by issuing an aggregate of 6,067,471 ordinary shares. In addition, pursuant to such conversion agreements, the Company made an aggregate cash payment of $5.9 million to the applicable holders for additional exchange consideration and accrued and unpaid interest, and recognized a non-cash charge of $4.8 million related to the extinguishment of debt as a result of the note conversions. Immediately following the conversions of the Convertible Senior Notes contemplated by the March 2015 conversion agreements, $28.4 million in aggregate principal amount of the Convertible Senior Notes remained outstanding.

In April 2015, the Company entered into additional conversion agreements on substantially the same terms as the prior conversion agreements with certain holders of the Convertible Senior Notes. Under the April 2015 conversion agreements, the applicable holders agreed to convert an aggregate principal amount of $14.9 million of Convertible Senior Notes held by them and the Company agreed to settle such conversions by issuing an aggregate of 2,774,606 ordinary shares. In addition, pursuant to such conversion agreements, the Company made an aggregate cash payment of $2.7 million to the applicable holders for additional exchange consideration and accrued and unpaid interest. Immediately following the conversions of the Convertible Senior Notes contemplated by the April 2015 conversion agreements, $13.6 million in aggregate principal amount of the Convertible Senior Notes remained outstanding.

**NOTE 16 – SHAREHOLDERS’ EQUITY**

During the three months ended March 31, 2015, the Company issued an aggregate of 2,191,413 ordinary shares upon the cash exercise of warrants and the Company received proceeds of $9.9 million representing the aggregate exercise price for such warrants. In addition, warrants to purchase an aggregate of 701,290 ordinary shares of the Company were exercised in cashless exercises, resulting in the issuance of 558,577 ordinary shares. As of March 31, 2015, there were outstanding warrants to purchase 3,802,029 ordinary shares of the Company.

During the three months ended March 31, 2015, the Company issued an aggregate of 311,065 ordinary shares in connection with the exercise of stock options and received $0.6 million in proceeds.

In March and April 2015, in connection with the Convertible Senior Notes conversions, the Company issued an aggregate of 6,067,471 and 2,774,606 ordinary shares, respectively.

**NOTE 17 – SHARE-BASED INCENTIVE PLANS**

**Employee Stock Purchase Plans**

2011 Employee Stock Purchase Plan. In July 2010, HPI’s board of directors adopted the 2011 Employee Stock Purchase Plan (the “2011 ESPP”). In June 2011, HPI’s stockholders approved the 2011 ESPP, and it became effective upon the signing of the underwriting agreement related to HPI’s initial public offering in July 2011. Upon consummation of the Merger, the Company assumed the 2011 ESPP, and upon the effectiveness of the 2014 ESPP, no additional offerings were or will be commenced and no additional purchase rights were or will be granted under the 2011 ESPP, although all purchase rights outstanding under any offering that commenced under the 2011 ESPP prior to the Merger remain outstanding pursuant to their existing terms.
2014 Employee Stock Purchase Plan. On May 17, 2014, HPI’s board of directors adopted the 2014 Employee Stock Purchase Plan (the “2014 ESPP”). On September 18, 2014, at a special meeting of the stockholders of HPI (the “Special Meeting”), HPI’s stockholders approved the 2014 ESPP. Upon consummation of the Merger, the Company assumed the 2014 ESPP, which serves as the successor to the 2011 ESPP.

As of March 31, 2015, an aggregate of 9,929,336 ordinary shares were authorized and available for future grants under the 2014 ESPP.

Share-Based Compensation Plans

2005 Stock Plan. In October 2005, HPI adopted the 2005 Stock Plan (the “2005 Plan”). Upon the signing of the underwriting agreement related to HPI’s initial public offering, on July 28, 2011, no further option grants were made under the 2005 Plan. All stock awards granted under the 2005 Plan prior to July 28, 2011 continue to be governed by the terms of the 2005 Plan. Upon consummation of the Merger, the Company assumed the 2005 Plan.

2011 Equity Incentive Plan. In July 2010, HPI’s board of directors adopted the 2011 Equity Incentive Plan (the “2011 EIP”). In June 2011, HPI’s stockholders approved the 2011 EIP, and it became effective upon the signing of the underwriting agreement related to HPI’s initial public offering on July 28, 2011. Upon consummation of the Merger, the Company assumed the 2011 EIP, and upon the effectiveness of the Horizon Pharma Public Limited Company 2014 Equity Incentive Plan (the “2014 EIP”), no additional stock awards were or will be made under the 2011 Plan, although all outstanding stock awards granted under the 2011 Plan continue to be governed by the terms of the 2011 Plan.

2014 Equity Incentive Plan and 2014 Non-Employee Equity Incentive Plan. On May 17, 2014, HPI’s board of directors adopted the 2014 EIP and the Horizon Pharma Public Limited Company 2014 Non-Employee Equity Plan (the “2014 Non-Employee Equity Plan”). At the Special Meeting, HPI’s stockholders approved the 2014 EIP and 2014 Non-Employee Equity Plan. Upon consummation of the Merger, the Company assumed the 2014 EIP and 2014 Non-Employee Equity Plan, which serve as successors to the 2011 EIP.

The 2014 EIP provides for the grant of incentive and nonstatutory stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards, performance awards and other stock awards that may be settled in cash, shares or other property to the employees of the Company (or a subsidiary company). The number of ordinary shares of the Company that were initially authorized for issuance under the 2014 EIP was no more than 22,052,130, which number consisted of (i) 15,500,000 ordinary shares of the Company; plus (ii) the number of shares available for issuance pursuant to the grant of future awards under the 2011 EIP; plus (iii) any shares subject to outstanding stock awards granted under the 2011 EIP and the 2005 Plan that expire or terminate for any reason prior to exercise or settlement or are forfeited, redeemed or repurchased because of the failure to meet a contingency or condition required to vest such shares; less (iv) 10,000,000 shares, which is the additional number of shares which were previously approved as an increase to the share reserve of the 2011 EIP. On March 23, 2015, the compensation committee of the Company’s board of directors approved amending the 2014 EIP subject to shareholder approval to, among other things, increase the aggregate number of shares authorized for issuance under the 2014 EIP by 14,000,000 shares. On May 6, 2015, the shareholders of the Company approved the amendment to the 2014 EIP. The Company’s board of directors has authority to suspend or terminate the 2014 EIP at any time.

As of March 31, 2015, an aggregate of 6,317,738 ordinary shares were authorized and available for future grants under the 2014 EIP.

The 2014 Non-Employee Equity Plan provides for the grant of nonstatutory stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards and other forms of stock awards that may be settled in cash, shares or other property to the non-employee directors and consultants of the Company (or a subsidiary company). The total number of ordinary shares of the Company authorized for issuance under the 2014 Non-Employee Equity Plan is 2,500,000. The Company’s board of directors has authority to suspend or terminate the 2014 Non-Employee Equity Plan at any time.

As of March 31, 2015, an aggregate of 2,386,242 ordinary shares were authorized and available for future grants under the 2014 Non-Employee Equity Plan.

Stock Options

The following table summarizes stock option activity during the three months ended March 31, 2015:

<table>
<thead>
<tr>
<th>Options</th>
<th>Weighted Average Exercise Price</th>
<th>Weighted Average Contractual Term</th>
<th>Aggregate Intrinsic Value (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding as of December 31, 2014</td>
<td>7,027,683</td>
<td>$ 8.95</td>
<td></td>
</tr>
<tr>
<td>Granted</td>
<td>5,011,500</td>
<td>$ 21.25</td>
<td></td>
</tr>
<tr>
<td>Exercised</td>
<td>(311,065)</td>
<td>$ 6.01</td>
<td></td>
</tr>
<tr>
<td>Forfeited</td>
<td>(204,491)</td>
<td>$ 10.86</td>
<td></td>
</tr>
<tr>
<td>Outstanding as of March 31, 2015</td>
<td>11,523,627</td>
<td>$ 14.35</td>
<td>8.7 years</td>
</tr>
<tr>
<td>Exercisable as of March 31, 2015</td>
<td>3,040,540</td>
<td>$ 8.92</td>
<td>6.7 years</td>
</tr>
</tbody>
</table>
The fair value of each stock option award is estimated on the date of grant using the Black-Scholes option pricing model. The determination of the fair value of each stock option is affected by the Company’s share price on the date of grant, as well as assumptions regarding a number of highly complex and subjective variables. These variables include, but are not limited to, the Company’s expected stock price volatility over the expected life of the awards and actual and projected stock option exercise behavior. The weighted average fair value per share of stock option awards granted during the three months ended March 31, 2015 and 2014, and assumptions used to value stock options, are as follows:

<table>
<thead>
<tr>
<th></th>
<th>For the Three Months Ended March 31,</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dividend yield</td>
<td></td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Risk-free interest rate</td>
<td></td>
<td>1.5%</td>
<td>2.0%</td>
</tr>
<tr>
<td>Weighted average volatility</td>
<td></td>
<td>77.4%</td>
<td>83.0%</td>
</tr>
<tr>
<td>Expected life (in years)</td>
<td></td>
<td>6.0</td>
<td>6.0</td>
</tr>
<tr>
<td>Weighted average grant date fair value per share of options granted</td>
<td>$14.32</td>
<td>$6.75</td>
<td></td>
</tr>
</tbody>
</table>

**Dividend yield**

The Company has never paid dividends and does not anticipate paying any dividends in the near future. Additionally, the 2015 Senior Secured Credit Facility (described in Note 19 below) contains covenants that restrict the Company from issuing dividends.

**Risk-Free Interest Rate**

The Company determined the risk-free interest rate by using a weighted average assumption equivalent to the expected term based on the U.S. Treasury constant maturity rate as of the date of grant.

**Volatility**

The Company used an average historical share price volatility of comparable companies to be representative of future share price volatility, as the Company did not have sufficient trading history for its ordinary shares.

**Expected Term**

Given the Company’s limited historical exercise behavior, the expected term of options granted was determined using the “simplified” method since the Company does not have sufficient historical exercise data to provide a reasonable basis upon which to estimate the expected term. Under this approach, the expected term is presumed to be the average of the vesting term and the contractual life of the option.

**Forfeitures**

As share-based compensation expense recognized in the condensed consolidated statements of operations is based on awards ultimately expected to vest, it has been reduced for estimated forfeitures based on actual forfeiture experience, analysis of employee turnover and other factors. ASC 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates.

23
**Restricted Stock Units**

The following table summarizes restricted stock unit activity for the three months ended March 31, 2015:

<table>
<thead>
<tr>
<th></th>
<th>Number of Units</th>
<th>Weighted Average Grant-Date Fair Value Per Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding as of December 31, 2014</td>
<td>1,593,502</td>
<td>$8.60</td>
</tr>
<tr>
<td>Granted</td>
<td>1,876,600</td>
<td>$22.02</td>
</tr>
<tr>
<td>Vested</td>
<td>(286,500)</td>
<td>$6.52</td>
</tr>
<tr>
<td>Forfeited</td>
<td>(19,900)</td>
<td>$11.57</td>
</tr>
<tr>
<td>Outstanding as of March 31, 2015</td>
<td>3,163,702</td>
<td>$16.73</td>
</tr>
</tbody>
</table>

**Performance Stock Unit Awards**

The following table summarizes performance stock unit awards (“PSUs”) activity for the three months ended March 31, 2015:

<table>
<thead>
<tr>
<th></th>
<th>Number of Units</th>
<th>Weighted Average Grant-Date Fair Value Per Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding as of December 31, 2014</td>
<td>25,000</td>
<td>$12.36</td>
</tr>
<tr>
<td>Granted</td>
<td>2,546,000</td>
<td>$11.86</td>
</tr>
<tr>
<td>Vested</td>
<td>—</td>
<td>$—</td>
</tr>
<tr>
<td>Forfeited</td>
<td>—</td>
<td>$—</td>
</tr>
<tr>
<td>Outstanding as of March 31, 2015</td>
<td>2,571,000</td>
<td>$11.86</td>
</tr>
</tbody>
</table>

In March 2015, the compensation committee of the Company’s board of directors granted 2,546,000 PSUs to certain members of the Company’s executive committee, senior leadership team and other key employees. The PSUs will vest if the Company’s total compounded annual shareholder rate of return (“TSR”) over three performance measurement periods summarized below equals or exceeds 15%. Each of the three vesting tranches is summarized below.

<table>
<thead>
<tr>
<th>Vesting Tranche</th>
<th>Percent of Total PSU Award</th>
<th>Beginning of Performance Measurement Period</th>
<th>End of Performance Measurement Period</th>
<th>Length of Performance Measurement Period (Years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tranche One</td>
<td>33.3%</td>
<td>March 23, 2015</td>
<td>December 22, 2017</td>
<td>2.75</td>
</tr>
<tr>
<td>Tranche Two</td>
<td>33.3%</td>
<td>March 23, 2015</td>
<td>March 22, 2018</td>
<td>3.00</td>
</tr>
<tr>
<td>Tranche Three</td>
<td>33.3%</td>
<td>March 23, 2015</td>
<td>June 22, 2018</td>
<td>3.25</td>
</tr>
</tbody>
</table>

The TSR will be based on the volume weighted average trading price (“VWAP”) of the Company’s ordinary shares over the 20 trading days ending on the last day of each of the three performance measurement periods versus the VWAP of the Company’s ordinary shares over the 20 trading days ended March 23, 2015 of $21.50. The PSUs are subject to a post vesting holding period of one year for 50% and two years for 50% for executive committee members and one year for non-executive committee members.

The Company accounts for the PSUs as equity-settled awards in accordance with ASC Topic 718, *Compensation–Stock Compensation* (“ASC Topic 718”). Because the value of the PSUs is dependent upon the attainment of a level of TSR, it requires the impact of the market condition to be considered when estimating the fair value of the PSUs. As a result, the Monte Carlo model is applied. The average estimated fair value of each PSU after the applicable discount for illiquidity is $11.49 for executive committee members and $12.89 for non-executive committee members. As of March 31, 2015, the Company recorded $0.2 million of expense related to the PSUs.

In March 2015, the compensation committee of the Company’s board of directors also approved the grant of 7,863,000 performance stock unit awards (the “Contingent PSUs”) which will be automatically granted to certain members of the Company’s executive committee, senior leadership team and other key employees contingent and effective upon shareholder approval at our 2015 Annual General Meeting of our amended and restated 2014 Equity Incentive Plan pursuant to Proposal 2 of the Notice and Proxy Statement filed by the Company with the Securities and Exchange Commission on April 7, 2015. The level of the Contingent PSU awards that will vest will depend on whether the TSR is at least 15%, 30%, 45% or 60% over the same three performance measurement periods summarized above.
Cash Long-Term Incentive Program

On November 5, 2014, the compensation committee of the Company’s board of directors approved a performance cash long-term incentive program for the members of the Company’s executive committee and executive leadership team, including its executive officers (the “Cash Bonus Program”). Participants in the Cash Bonus Program will be eligible for a specified cash bonus, the amount of which bonus is determined by whether the Company’s TSR for the period from November 5, 2014 to May 6, 2015 is greater than or equal to a specified threshold that ranges between 15% and 60%, and which bonus will be earned and payable only if the TSR for the period from November 5, 2014 to November 4, 2017 is greater than 15%. The TSR for these periods will be calculated using the 20-day volume weighted average trading price of the Company’s ordinary shares. The total bonus pool that may be payable under the Cash Bonus Program will be calculated as of May 6, 2015 and may range from $4.5 million to $17.0 million, depending upon the TSR for the period from November 5, 2014 to May 6, 2015. The portion of the total bonus pool payable to individual participants will be based on pre-determined allocations established by the Company’s compensation committee. Participants must remain employed by the Company through November 4, 2017 unless a participant’s earlier departure from employment is due to death, disability, termination without cause or a change in control transaction. Bonus payments under the Cash Bonus Program, if any, will be made after November 4, 2017.

The Company accounts for the Cash Bonus Program under the liability method in accordance with ASC Topic 718, Compensation–Stock Compensation. Because the value of the Cash Bonus Program pool is dependent upon the attainment of a target level of TSR, it requires the impact of the market condition to be considered when estimating the fair value of the bonus pool. As a result, the Monte Carlo model is applied and the fair value is revalued at each reporting period. As of March 31, 2015 and December 31, 2014, the estimated fair value was $6.7 million and $1.6 million, respectively. For the three months ended March 31, 2015, the Company recorded $0.8 million of expense related to the Cash Bonus Program.

The following table summarizes share-based compensation expense included in the Company’s condensed consolidated statements of operations for the three months ended March 31, 2015 and 2014 (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2015</td>
</tr>
<tr>
<td>Research and development</td>
<td>$ 458</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>2,801</td>
</tr>
<tr>
<td>General and administrative.</td>
<td>3,415</td>
</tr>
<tr>
<td>Total share-based compensation expense</td>
<td>$6,674</td>
</tr>
</tbody>
</table>

No income tax benefit has been recognized relating to share-based compensation expense and no tax benefits have been realized from exercised stock options, due to the Company’s net loss position. As of March 31, 2015, the Company estimates that pre-tax unrecognized compensation expense of $177.1 million for all unvested share-based awards, including stock options, restricted stock units and PSUs, will be recognized through the fourth quarter of 2018. The Company expects to satisfy the exercise of stock options and future distribution of shares for restricted stock units and PSUs by issuing new ordinary shares which have been reserved under the 2014 EIP.

NOTE 18 – INCOME TAXES

The Company accounts for income taxes based upon an asset and liability approach. Deferred tax assets and liabilities represent the future tax consequences of the differences between the financial statement carrying amounts of assets and liabilities versus the tax basis of assets and liabilities. Under this method, deferred tax assets are recognized for deductible temporary differences, and operating loss and tax credit carryforwards. Deferred tax liabilities are recognized for taxable temporary differences. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. The impact of tax rate changes on deferred tax assets and liabilities is recognized in the year that the change is enacted.

The following table presents the expense (benefit) for income taxes for the three months ended March 31, 2015 and 2014 (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2015</td>
</tr>
<tr>
<td>Net loss before income taxes</td>
<td>$ (17,640)</td>
</tr>
<tr>
<td>Expense (benefit) for income taxes</td>
<td>1,913</td>
</tr>
<tr>
<td>Net loss</td>
<td>$ (19,553)</td>
</tr>
</tbody>
</table>
During the three months ended March 31, 2015, the Company recorded an expense for income taxes of $1.9 million compared to an income tax benefit of $1.1 million during the three months ended March 31, 2014. The increase in income tax expense during the three months ended March 31, 2015 was primarily attributable to the inability to benefit losses in the United States due to valuation allowances as well as reserving for net operating losses utilized and minimum local jurisdictional tax liabilities realized.

In connection with the Hyperion acquisition, the Company is expected to record a tax provision benefit from the release of U.S. valuation allowances. The release corresponds to the inclusion of U.S. deferred tax liabilities recorded for the Hyperion intangible assets.

NOTE 19 – SUBSEQUENT EVENTS

Equity Offering
On April 21, 2015, the Company closed its underwritten public offering of 17,652,500 of its ordinary shares at a price to the public of $28.25 per share. The net proceeds to the Company from such offering were approximately $475.2 million, after deducting underwriting discounts and other offering expenses payable by the Company.

Hyperion Acquisition
On May 7, 2015, the Company completed its acquisition of Hyperion pursuant to which the Company acquired all of the issued and outstanding shares of Hyperion’s common stock for $46.00 per share in cash or approximately $1.1 billion on a fully diluted basis. The acquisition expands the Company’s product portfolio by adding two orphan disease products, RAVICTI and BUPHENYL.

In connection with the Hyperion acquisition, the Company paid an estimated $30.0 million of transaction fees for legal, advisory and other fees.

The final determination of the purchase price allocation is expected to be completed as soon as practicable after consummation of the Hyperion acquisition. Due to the limited time between the acquisition date and the filing of this Quarterly Report on Form 10-Q, it is not practicable for the Company to disclose: (i) the allocation of purchase price to assets acquired and liabilities assumed as of the date of close, and (ii) pro forma revenues and earnings of the combined company for the period ended March 31, 2015.

Senior Notes
On April 29, 2015, Horizon Pharma Financing Inc., or Horizon Financing, a wholly-owned subsidiary of the Company, completed a private placement of $475.0 million aggregate principal amount of 6.625% Senior Notes due 2023, or the 2023 Senior Notes, to certain investment banks acting as initial purchasers who subsequently resold the 2023 Senior Notes to qualified institutional buyers as defined in Rule 144A under the Securities Act and in offshore transactions to non-U.S. Persons in reliance on Regulation S under the Securities Act.

In connection with the closing of the Hyperion acquisition on May 7, 2015, Horizon Financing merged with and into HPI and, as a result, the 2023 Senior Notes became HPI’s general unsecured senior obligations and the Company and all of the Company’s direct and indirect subsidiaries that are guarantors under the 2015 Senior Secured Credit Facility fully and unconditionally guaranteed on a senior unsecured basis HPI’s obligations under the 2023 Senior Notes.

The 2023 Senior Notes accrue interest at an annual rate of 6.625% payable semiannually in arrears on May 1 and November 1 of each year, beginning on November 1, 2015. The 2023 Senior Notes will mature on May 1, 2023, unless earlier exchanged, repurchased or redeemed.

Except as described below, the 2023 Senior Notes may not be redeemed before May 1, 2018. Thereafter, some or all of the 2023 Senior Notes may be redeemed at any time at specified redemption prices, plus accrued and unpaid interest to the redemption date. At any time prior to May 1, 2018, some or all of the 2023 Senior Notes may be redeemed at a price equal to 100% of the aggregate principal amount thereof, plus a make-whole premium and accrued and unpaid interest to the redemption date. Also prior to May 1, 2018, up to 35% of the aggregate principal amount of the 2023 Senior Notes may be redeemed at a redemption price of 106.625% of the aggregate principal amount thereof, plus accrued and unpaid interest, with the net proceeds of certain equity offerings. In addition, the 2023 Senior Notes may be redeemed in whole but not in part at a redemption price equal to 100% of the principal amount plus accrued and unpaid interest and additional amounts, if any, to, but excluding, the redemption date, if on the next date on which any amount would be payable in respect of the 2023 Senior Notes, HPI or any guarantor is or would be required to pay additional amounts as a result of certain tax related events.

If the Company undergoes a change of control, HPI will be required to make an offer to purchase all of the 2023 Senior Notes at a price in cash equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest to, but not including, the repurchase date. If the Company or certain of its subsidiaries engages in certain asset sales, HPI will be required under certain circumstances to make an offer to purchase the 2023 Senior Notes at 100% of the principal amount thereof, plus accrued and unpaid interest to the repurchase date.
The indenture governing the 2023 Senior Notes contains covenants that limit the ability of the Company and its restricted subsidiaries to, among other things, pay dividends or distributions, repurchase equity, prepay junior debt and make certain investments, incur additional debt and issue certain preferred stock, incur liens on assets, engage in certain asset sales, merge, consolidate with or merge or sell all or substantially all of their assets, enter into transactions with affiliates, designate subsidiaries as unrestricted subsidiaries, and allow to exist certain restrictions on the ability of restricted subsidiaries to pay dividends or make other payments to the Company. Certain of the covenants will be suspended during any period in which the notes receive investment grade ratings. The indenture also includes customary events of default.

2015 Senior Secured Credit Facility

On May 7, 2015, HPI, the Company and certain of its subsidiaries entered into a Credit Agreement with Citibank, N.A., as administrative and collateral agent, and the lenders from time to time party thereto providing for (i) a five-year $400.0 million term loan facility (the “2015 Term Loan Facility”); (ii) an uncommitted accordion facility subject to the satisfaction of certain financial and other conditions; and (iii) one or more uncommitted refinancing loan facilities with respect to loans thereunder (the “2015 Senior Secured Credit Facility”). The initial borrower under the 2015 Term Loan Facility is HPI. The Credit Agreement allows for the Company and certain other subsidiaries of the Company to become borrowers under the accordion or refinancing facilities. Loans under the 2015 Term Loan Facility bear interest, at each borrower’s option, at a rate equal to either the LIBOR, plus an applicable margin of 3.5% per year (subject to a 1.0% LIBOR floor), or the prime lending rate, plus an applicable margin equal to 4.5% per year. The Company borrowed the full $400.0 million available under the 2015 Term Loan Facility on May 7, 2015 as a LIBOR-based borrowing.

The obligations under the Credit Agreement and any swap obligations and cash management obligations owing to a lender (or an affiliate of a lender) thereunder are and will be guaranteed by the Company and each of the Company’s existing and subsequently acquired or organized direct and indirect subsidiaries (other than certain immaterial subsidiaries, subsidiaries whose guarantee would result in material adverse tax consequences and subsidiaries whose guarantee is prohibited by applicable law). The obligations under the Credit Agreement and any such swap and cash management obligations are secured, subject to customary permitted liens and other agreed upon exceptions, by a perfected security interest in (i) all tangible and intangible assets of the borrowers and the guarantors, except for certain customary excluded assets, and (ii) all of the capital stock owned by the borrowers and guarantors thereunder (limited, in the case of the stock of certain non-U.S. subsidiaries of the borrowers, to 65% of the capital stock of such subsidiaries).

The borrowers are permitted to make voluntary prepayments at any time without payment of a premium, except that a 1% premium would apply to a repayment of the loans under the 2015 Term Loan Facility in connection with a repricing of, or any amendment to the 2015 Term Loan Facility in a repricing of, the loans under the 2015 Term Loan Facility effected on or prior to the date that is six months following May 7, 2015. HPI is required to make mandatory prepayments of loans under the 2015 Term Loan Facility (without payment of a premium) with (a) net cash proceeds from certain non-ordinary course asset sales (subject to reinvestment rights and other exceptions), (b) casualty proceeds and condemnation awards (subject to reinvestment rights and other exceptions), (c) net cash proceeds from issuances of debt (other than certain permitted debt), and (d) beginning with the fiscal year ending December 31, 2016, 50% of the Company’s excess cash flow (subject to decrease to 25% or 0% if the Company’s first lien leverage ratio is less than 2.25:1 and 1.75:1, respectively). The loans under the 2015 Term Loan Facility will amortize in equal quarterly installments in an aggregate annual amount equal to 1% of the original principal amount thereof, with any remaining balance payable on the final maturity date of the loans under the 2015 Term Loan Facility.

The Credit Agreement contains customary representations and warranties and customary affirmative and negative covenants, including, among other things, restrictions on indebtedness, liens, investments, mergers, dispositions, prepayment of other indebtedness and dividends and other distributions, and customary events of default.

The Company has used the net proceeds from the offering of the 2023 Senior Notes and borrowings under the 2015 Senior Secured Credit Facility to fund a portion of its acquisition of Hyperion, repay the outstanding amounts under the 2014 Senior Secured Credit Facility and Hyperion’s then existing credit facility, and pay any prepayment premiums, fees and expenses in connection with the foregoing.
ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with our condensed consolidated financial statements and the related notes that appear elsewhere in this report. This discussion contains forward-looking statements reflecting our current expectations that involve risks and uncertainties which are subject to safe harbors under the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, or the Exchange Act. These forward-looking statements include, but are not limited to, statements concerning our strategy and other aspects of our future operations, future financial position, future revenues, projected costs, expectations regarding demand and acceptance for our products, growth opportunities and trends in the market in which we operate, prospects and plans and objectives of management. The words “anticipates”, “believes”, “estimates”, “expects”, “intends”, “may”, “plans”, “projects”, “will”, “would” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward-looking statements. These forward-looking statements involve risks and uncertainties that could cause our actual results to differ materially from those in the forward-looking statements, including, without limitation, the risks set forth in Part II, Item 1A, “Risk Factors” in this report and in our other filings with the Securities and Exchange Commission, or SEC. We do not assume any obligation to update any forward-looking statements.

Merger with Vidara

On September 19, 2014, the businesses of Horizon Pharma, Inc., or HPI, and Vidara Therapeutics International Public Limited Company, or Vidara, were combined in a merger transaction, or the Merger, accounted for as a reverse acquisition under the acquisition method of accounting for business combinations, with HPI treated as the acquiring company in the Merger for accounting purposes. As part of the Merger, a wholly-owned subsidiary of Vidara merged with and into HPI, with HPI surviving the Merger as a wholly-owned subsidiary of Vidara. Prior to the Merger, Vidara changed its name to Horizon Pharma plc, or New Horizon. Upon the consummation of the Merger, the historical financial statements of HPI became our historical financial statements. Accordingly, the historical financial statements of HPI are included in the comparative prior periods.

Unless otherwise indicated or the context otherwise requires, references to the “Company”, “New Horizon”, “we”, “us” and “our” refer to Horizon Pharma plc and its consolidated subsidiaries, including its predecessor, HPI. All references to “Vidara” are references to Horizon Pharma plc (formerly known as Vidara Therapeutics International Public Limited Company) and its consolidated subsidiaries prior to the effective time of the Merger on September 19, 2014. The disclosures in this report relating to the pre-Merger business of Horizon Pharma plc, unless noted as being the business of Vidara prior to the Merger, pertain to the business of HPI prior to the Merger.

OUR BUSINESS

We are a specialty biopharmaceutical company focused on improving patients’ lives by identifying, developing, acquiring or in-licensing and commercializing differentiated products that address unmet medical needs. We market a portfolio of products in arthritis, inflammation and orphan diseases. Our U.S. marketed products are ACTIMMUNE® (interferon gamma-1b), DUEXIS® (ibuprofen/famotidine), PENNSAID® (diclofenac sodium topical solution) 2% w/w, RAYOS® (prednisone) delayed-release tablets and VIMOVO® (naproxen/esomeprazole). We developed DUEXIS and RAYOS, known as LODOTRA® outside the United States, and acquired the U.S. rights to ACTIMMUNE as a result of the Merger and acquired the U.S. rights to PENNSAID 2% from Nuvo Research Inc., or Nuvo, in October 2014. We market our products in the United States through our field sales force of approximately 375 representatives. Our strategy is to utilize the commercial strength and infrastructure we have established in creating a fully-integrated U.S.-focused specialty biopharmaceutical company to continue the successful commercialization of our existing product portfolio while expanding and leveraging these capabilities further through the acquisition of biopharmaceutical products and companies.

On May 7, 2015, we completed our acquisition of Hyperion Therapeutics, Inc., or Hyperion, in which we acquired all of the issued and outstanding shares of Hyperion’s common stock for $46.00 per share in cash or approximately $1.1 billion on a fully diluted basis. The acquisition expands our product portfolio by adding two orphan disease products, RAVICTI® (glycerol phenylbutyrate) Oral liquid and BUPHENYL® (sodium phenylbutyrate) Tablets and Powder.
RESULTS OF OPERATIONS
Comparison of Three Months Ended March 31, 2015 and 2014

The summary of selected financial data table below should be referenced in connection with a review of the following discussion of our results of operations for the three months ended March 31, 2015, compared to the three months ended March 31, 2014.

<table>
<thead>
<tr>
<th>For the Three Months Ended March 31,</th>
<th>Increase / (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2015</td>
</tr>
<tr>
<td>Net sales</td>
<td>$113,141</td>
</tr>
<tr>
<td>Cost of goods sold</td>
<td>28,853</td>
</tr>
<tr>
<td>Gross profit</td>
<td>84,288</td>
</tr>
<tr>
<td>Operating expenses:</td>
<td></td>
</tr>
<tr>
<td>Research and development</td>
<td>6,181</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>47,063</td>
</tr>
<tr>
<td>General and administrative</td>
<td>26,280</td>
</tr>
<tr>
<td>Total operating expenses</td>
<td>79,524</td>
</tr>
<tr>
<td>Operating income</td>
<td>4,764</td>
</tr>
<tr>
<td>Other expense, net</td>
<td></td>
</tr>
<tr>
<td>Interest expense, net</td>
<td>(10,032)</td>
</tr>
<tr>
<td>Foreign exchange loss</td>
<td>(837)</td>
</tr>
<tr>
<td>Loss on derivative fair value</td>
<td>—</td>
</tr>
<tr>
<td>Loss on induced conversion and debt extinguishment</td>
<td>(10,544)</td>
</tr>
<tr>
<td>Other expense</td>
<td>(991)</td>
</tr>
<tr>
<td>Total other expenses</td>
<td>(22,404)</td>
</tr>
<tr>
<td>Loss before income taxes</td>
<td>(17,640)</td>
</tr>
<tr>
<td>Expense (benefit) for income taxes</td>
<td>1,913</td>
</tr>
<tr>
<td>Net loss</td>
<td>$ (19,553)</td>
</tr>
</tbody>
</table>

Net sales: Net sales increased $61.2 million, or 118%, to $113.1 million during the three months ended March 31, 2015, from $51.9 million during the three months ended March 31, 2014.

The following table reflects the components of net sales for the three months ended March 31, 2015 and 2014:

<table>
<thead>
<tr>
<th>Three Months Ended March 31, 2015</th>
<th>Three Months Ended March 31, 2014</th>
<th>Change $</th>
<th>Change %</th>
</tr>
</thead>
<tbody>
<tr>
<td>(in thousands)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VIMOVO</td>
<td>$32,968</td>
<td>$34,006</td>
<td>$(1,038)</td>
</tr>
<tr>
<td>DUEXIS</td>
<td>28,874</td>
<td>13,923</td>
<td>14,951</td>
</tr>
<tr>
<td>ACTIMMUNE</td>
<td>24,797</td>
<td>—</td>
<td>24,797</td>
</tr>
<tr>
<td>PENNSAID 2%</td>
<td>18,260</td>
<td>—</td>
<td>18,260</td>
</tr>
<tr>
<td>RAYOS</td>
<td>7,205</td>
<td>3,309</td>
<td>3,896</td>
</tr>
<tr>
<td>LODOTRA</td>
<td>1,037</td>
<td>688</td>
<td>349</td>
</tr>
<tr>
<td>Total Net Sales</td>
<td>$113,141</td>
<td>$51,926</td>
<td>$61,215</td>
</tr>
</tbody>
</table>

* Percentage change is not meaningful.
The increase in net sales during the three months ended March 31, 2015 was primarily due to our recognition of ACTIMMUNE sales following the acquisition of Vidara in September 2014 and PENNSAID 2% sales following our acquisition of the U.S. rights to PENNSAID 2% from Nuvo in October 2014 and growth in net sales of DUEXIS.

**VIMOVO.** Net sales decreased $1.0 million to $33.0 million during the three months ended March 31, 2015, from $34.0 million during the three months ended March 31, 2014. VIMOVO net sales decreased approximately $2.1 million due to lower net pricing, offset by $1.1 million resulting from prescription volume growth. While we have increased the price for VIMOVO by 35.8%, it was offset in part by additional patient co-pay reimbursements.

**DUEXIS.** Net sales increased $15.0 million, or 107%, to $28.9 million during the three months ended March 31, 2015, from $13.9 million during the three months ended March 31, 2014. DUEXIS net sales increased approximately $8.4 million as the result of prescription volume growth driven by the expansion of our field sales force and the continued rollout of our Prescriptions-Made-Easy, or PME, program and increased $6.6 million due to higher net pricing.

**ACTIMMUNE.** Net sales were $24.8 million during the three months ended March 31, 2015 compared to no net sales during the three months ended March 31, 2014. We began recognizing ACTIMMUNE sales following the acquisition of Vidara in September 2014.

**PENNSAID 2%.** Net sales were $18.3 million during the three months ended March 31, 2015 compared to no net sales during the three months ended March 31, 2014. We began recognizing PENNSAID 2% sales in January 2015.

**RAYOS.** Net sales increased $3.9 million, or 118%, to $7.2 million during the three months ended March 31, 2015, from $3.3 million during the three months ended March 31, 2014. The increase in RAYOS net sales was the result of net price increases of $2.4 million and $1.5 million due to prescription volume growth.

**LODOTRA.** Net sales increased $0.3 million, or 51%, to $1.0 million during the three months ended March 31, 2015, from $0.7 million during the three months ended March 31, 2014. The increase was primarily the result of more product shipments to our European distribution partner, Mundipharma International Corporation Limited, or Mundipharma. LODOTRA sales to Mundipharma occur at the time we ship product based on Mundipharma’s estimated requirement. Accordingly, LODOTRA sales are not linear or directly tied to Mundipharma’s in-market sales and can therefore fluctuate significantly from quarter to quarter.

We currently expect our net sales to increase in 2015 and future periods as a result of both price and volume increases. Effective January 1, 2015, we have increased the price for both DUEXIS and VIMOVO by 35.8%, for RAYOS by 28.0% and for ACTIMMUNE by 9.0%. While we believe these price increases should continue to favorably impact net sales during 2015, they will be offset in part by additional patient co-pay reimbursements. We may affect further price increases for these products and/or other products in 2015 and future periods in response to future market conditions.

Effective January 1, 2015, two significant pharmacy benefit managers, or PBMs, placed DUEXIS and VIMOVO on their exclusion lists, which resulted in a loss of reimbursement for patient’s whose healthcare plans have adopted these PBM exclusion lists. As a result, DUEXIS and VIMOVO may face negative pressure on prescription volume. We expect that continued adoption of our PME program by physicians will be important to our ability to counter this action by the two PBMs and to offset pressure from healthcare payors and PBMs to use less expensive generic or over the counter brands instead of our branded products.

We have expanded and may continue to expand our sales force to support existing and newly acquired products, such as PENNSAID 2%, which we acquired in October 2014 and began marketing in January 2015. As result of the Merger and our acquisition of PENNSAID 2%, we expanded our sales force to approximately 375 sales representatives, consisting of 325 primary care sales representatives and 50 specialty sales representatives in specialty and orphan disease business areas.

**Cost of Goods Sold.** Cost of goods sold increased $21.2 million to $28.9 million during the three months ended March 31, 2015, from $7.6 million during the three months ended March 31, 2014. As a percentage of net sales, cost of goods sold was 25.5% during the three months ended March 31, 2015 compared to 14.7% during the three months ended March 31, 2014. The increase in cost of goods sold was primarily attributable to an increase in intangible amortization expense of $12.5 million, a $3.2 million charge to recognize additional cost of goods sold on the stepped up market value of ACTIMMUNE inventory, higher royalty accretion expense of $3.0 million and $2.5 million relating to product sales.

The increase in intangible amortization of $12.5 million during the three months ended March 31, 2015 compared to the prior year period was due to intangible amortization expense related to the developed technology for ACTIMMUNE as a result of the Merger and for PENNSAID 2%, which was acquired in October 2014. We estimated $43.1 million and $7.5 million of amortization expense for ACTIMMUNE and PENNSAID 2%, respectively, in 2015.

**Research and Development Expenses.** Research and development expenses increased $3.4 million to $6.2 million during the three months ended March 31, 2015, from $2.8 million during the three months ended March 31, 2014. The increase in research and development expenses during the three months ended March 31, 2015 was primarily associated with $2.5 million in research and development expenses for ACTIMMUNE and PENNSAID 2% and an increase of $0.4 million in employee costs, including $0.2 million related to stock-based compensation.
Sales and Marketing Expenses. Sales and marketing expenses increased $18.4 million to $47.1 million during three months ended March 31, 2015, from $28.7 million during the three months ended March 31, 2014. The increase in sales and marketing expenses was primarily attributable to an increase of $10.1 million in employee costs, including $2.2 million related to share-based compensation resulting from increased staffing of our field sales force and expanding our PME program team, and $6.8 million in higher marketing and commercialization expenses.

General and Administrative Expenses. General and administrative expenses increased $15.1 million to $26.3 million during the three months ended March 31, 2015, from $11.2 million during the three months ended March 31, 2014. The increase in general and administrative expenses was primarily attributable to a $6.8 million increase in employee costs, including $2.4 million related to share-based compensation resulting from increased staffing of our administrative and finance functions, and a $7.3 million increase in consulting, legal and governance expenses related to our company’s growth and associated reorganization activities.

Interest Expense, Net. Interest expense, net increased $5.8 million to $10.0 million during the three months ended March 31, 2015, from $4.2 million during the three months ended March 31, 2014. The increased interest expense, net was primarily due to higher borrowings under our $300.0 million senior secured credit facility entered into in June 2014, or 2014 Senior Secured Credit Facility, during the three months ended March 31, 2015, as compared to our prior borrowings under our 5.00% Convertible Senior Notes due 2018, or Convertible Senior Notes.

Foreign Exchange Loss. During the three months ended March 31, 2015, we reported a foreign exchange loss of $0.8 million. The foreign exchange loss during the three months ended March 31, 2015 was primarily attributable to a weakening of the Euro against the U.S. dollar which impacted our Swiss subsidiary, Horizon Pharma Switzerland GmbH (formerly known as Horizon Pharma AG), whose functional currency is in Euros, yet has intercompany balances and intercompany transactions as well as third-party transactions that are denominated in U.S. dollars.

Loss on Derivative Revaluation. During the three months ended March 31, 2014, we recorded a $204.0 million non-cash charge related to the increase in the fair value of the embedded derivative associated with our Convertible Senior Notes. The loss on the derivative revaluation was primarily due to an increase in the market value of HPI’s common stock during the three months ended March 31, 2014. The loss on derivative revaluation was a permanent tax difference and was not deductible for income tax reporting purposes. On June 27, 2014, our shareholders approved the issuance of ordinary shares in excess of 13,164,951 shares upon conversion of the Convertible Senior Notes and the derivative liability was re-measured to a final fair value and the entire fair value of the derivative liability of $324.4 million was reclassified to additional paid-in capital. As such, there was no derivative revaluation subsequent to June 2014.

Loss on Induced Conversion and Debt Extinguishment. The loss on induced conversion and debt extinguishment during the three months ended March 31, 2015 of $10.5 million was a result of the Convertible Senior Notes induced conversions, which consisted of $5.4 million of loss on induced conversion for cash inducement payments, a $4.8 million charge for the extinguishment of debt and $0.3 million of expenses related to the induced debt conversions.

Other Expense. Other expense during the three months ended March 31, 2015 totaled $1.0 million, which primarily relates to the transaction costs for the Hyperion acquisition.

Expense (benefit) for income taxes. During the three months ended March 31, 2015, we recorded an income tax expense of $1.9 million compared to a benefit of income tax of $1.1 million during the three months ended March 31, 2014. The increase in income tax expense during the three months ended March 31, 2015 was primarily attributable to the inability to benefit losses in the United States due to valuation allowances along with reserving for net operating losses utilized and minimum local jurisdictional tax liabilities realized during the quarter.

Net Loss. Net loss decreased $186.7 million to $19.6 million during the three months ended March 31, 2015, from $206.3 million during the three months ended March 31, 2014, primarily as a result of the loss on derivative revaluation during the three months ended March 31, 2014.

LIQUIDITY, FINANCIAL POSITION AND CAPITAL RESOURCES

We have incurred losses since our inception in June 2005 and, as of March 31, 2015, we had an accumulated deficit of $740.3 million. We expect that our sales and marketing expenses will continue to increase as a result of our commercialization of our products, but we believe these costs will be more than offset by higher net sales and gross profits and we expect our current operations to achieve profitability in 2015, absent any non-recurring items.
We have financed our operations to date through equity financings, debt financings and the issuance of convertible notes. As of March 31, 2015, we had $544.2 million in cash and cash equivalents and total debt with a book value of $589.8 million and face value of $728.4 million. We believe we will generate sufficient cash flows from our operations to fund our business needs. Part of our strategy is to expand and leverage our commercial capabilities by identifying, developing, acquiring or in-licensing and commercializing additional differentiated products that address unmet medical needs. To the extent we enter into transactions to acquire products or businesses in the future, we will most likely need to finance a significant portion of those acquisitions through additional debt, equity or convertible debt financings.

On March 18, 2014, HPI, Vidara Therapeutics Holdings LLC, a Delaware limited liability company, or Vidara, Hamilton Holdings (USA), Inc., a Delaware corporation and an indirect wholly-owned subsidiary of Vidara, or U.S. HoldCo, and Hamilton Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of U.S. HoldCo, or Merger Sub entered into a Transaction Agreement and Plan of Merger, or the Merger Agreement under which Merger Sub merged with and into HPI, with HPI continuing as the surviving corporation and as a wholly-owned, indirect subsidiary of Vidara, and with Vidara converting to a public limited company and changing its name to Horizon Pharma plc. Following the completion of the Merger, New Horizon is organized under the laws of Ireland. In the Merger, HPI’s stockholders received one ordinary share of New Horizon in exchange for each share of HPI common stock they owned as of the closing. Upon the closing of the Merger, HPI’s security holders (excluding the holders of the Convertible Senior Notes) owned approximately 74% of New Horizon and Vidara Holdings owned approximately 26% of New Horizon on a fully-diluted basis. At the closing, Vidara Holdings received a cash payment of $210.9 million and $2.7 million was paid into a temporary escrow account. The majority of the escrow funds were released during January 2015 in accordance with the terms of the escrow agreement.

On June 17, 2014, HPI, as initial signatory, entered into a Credit Agreement with the lenders from time to time party thereto, or the Lenders, and Citibank, as administrative agent and collateral agent, and effective as of the closing of the Merger, U.S. Holdco and the other borrowers from time to time party thereto providing for (i) the 2014 Senior Secured Credit Facility, the proceeds of which were used in part to effect the Merger and to pay fees and expenses in connection therewith and are being used in part for general corporate purposes, (ii) an uncommitted accordion facility subject to the satisfaction of certain financial and other conditions, and (iii) one or more uncommitted refinancing loan facilities with respect to loans under the Credit Agreement. The Credit Agreement allows us and our subsidiaries to become borrowers under the accordion facility. On September 19, 2014, U.S. HoldCo borrowed the entire $300.0 million available under the 2014 Senior Secured Credit Facility. Loans under the 2014 Senior Secured Credit Facility bear interest, at each our option, at a rate equal to either the London Inter-Bank Offer Rate, or LIBOR, plus an applicable margin of 8.00% per annum (subject to a 1.00% LIBOR floor), or the prime lending rate, plus an applicable margin equal to 7.00% per annum.

Our obligations under the Credit Agreement and any swap obligations entered into with a 2014 Lender are guaranteed by us and each of our existing and subsequently acquired or organized direct and indirect subsidiaries, subject to limited exceptions. As of March 31, 2015 we have not entered into any interest rate swap obligations. Our obligations under the Credit Agreement are secured, subject to customary permitted liens and other agreed upon exceptions, by a perfected security interest in (i) all of our tangible and intangible assets, except for certain customary excluded assets, and (ii) all of the capital stock of our subsidiaries (limited, in the case of the stock of certain non-U.S. subsidiaries of U.S. HoldCo, to 65% of the capital stock of such subsidiaries).

We are permitted to make voluntary prepayments of loans under the 2014 Senior Secured Credit Facility, except that (i) a specified make-whole amount would apply to any repayment or re-pricing prior to September 19, 2016, (ii) a 4% premium would apply to any repayment or re-pricing on or prior to September 19, 2017, and (iii) a 2% premium would apply to any repayment or re-pricing on or prior to September 19, 2018. We are required to make mandatory prepayments of loans under the 2014 Senior Secured Credit Facility (without payment of a premium) with (a) net cash proceeds from certain non-ordinary course asset sales (subject to reinvestment rights and other exceptions), (b) casualty proceeds and condemnation awards (subject to reinvestment rights and other exceptions), and (c) net cash proceeds from issuances of debt (other than certain permitted debt).

On May 7, 2015, in connection with the Hyperion acquisition, we repaid the outstanding amount under the 2014 Senior Secured Credit Facility.

On November 18, 2013, we entered into note purchase agreements with investors to issue $150.0 million aggregate principal amount of Convertible Senior Notes. The Convertible Senior Notes were issued on November 22, 2013. We received net proceeds of $124.9 million from the sale of the Convertible Senior Notes, after deducting fees and expenses of $6.4 million and $18.7 million related to a capped call transaction. The Convertible Senior Notes are governed by an Indenture, dated as of November 22, 2013, between HPI and U.S. Bank National Association, as trustee. In connection with the Merger, HPI and Horizon Pharma plc executed a supplemental Indenture dated as of September 19, 2014. Pursuant to the supplemental Indenture, HPI remains the obligor of the Convertible Senior Notes and Horizon Pharma plc agreed to fully and unconditionally guaranty the obligations of HPI under the Indenture. The supplemental Indenture also provides that the conversion value of the Convertible Senior Notes will be calculated by reference to the ordinary shares of Horizon Pharma plc, rather than the common stock of HPI, and any shares issuable upon conversion of the Convertible Senior Notes will be settled in ordinary shares of Horizon Pharma plc, rather than shares of the common stock of HPI. In addition, Horizon Pharma plc has assumed the disclosure obligations required by the Indenture.
The Convertible Senior Notes bear interest at a rate of 5.00% per year, payable in arrears on May 15 and November 15 of each year, beginning on May 15, 2014. The Convertible Senior Notes will mature on November 15, 2018, unless earlier repurchased or converted. The Convertible Senior Notes were sold at a price equal to 100% of the principal amount thereof and are convertible at the option of the holders at any time prior to the close of business on the business day immediately preceding August 15, 2018 only under certain conditions. On or after August 15, 2018 until the close of business on the second scheduled trading day preceding the maturity date for the Convertible Senior Notes, holders will be able to convert their Convertible Senior Notes at their option at the conversion rate then in effect at any time, regardless of these conditions. Subject to certain limitations, HPI may settle conversions of the Convertible Senior Notes by paying or delivering, as the case may be, cash, our ordinary shares or a combination of cash and our ordinary shares, at HPI's election. If we undergo a fundamental change prior to the maturity date of the Convertible Senior Notes, the holders may require HPI to repurchase for cash all or any portion of their Convertible Senior Notes at a price equal to 100% of the principal amount of the Convertible Senior Notes to be repurchased, plus accrued and unpaid interest.

The conversion rate for the Convertible Senior Notes was initially 186.4280 ordinary shares per $1,000 principal amount of Convertible Senior Notes (equivalent to an initial conversion price of approximately $5.36 per ordinary share). The conversion rate of the Convertible Senior Notes, and the corresponding conversion price, is subject to adjustment for certain events, but will not be adjusted for accrued and unpaid interest.

In March 2015 and April 2015, we entered into separate, privately-negotiated conversion agreements with certain holders of the Convertible Senior Notes which were on substantially the same terms as prior conversion agreements entered into by us. Under the March 2015 and April 2015 conversion agreements, the applicable holders agreed to convert an aggregate principal amount of $47.4 million of Convertible Senior Notes held by them and we agreed to settle such conversions by issuing an aggregate of 8,842,077 ordinary shares. In addition, pursuant to such conversion agreements, we made an aggregate cash payment of $8.6 million to the applicable holders for additional exchange consideration and accrued and unpaid interest. Immediately following the March 2015 and April 2015 conversions of the Convertible Senior Notes, $13.6 million in aggregate principal amount of the Convertible Senior Notes remained outstanding.

On March 13, 2015, Horizon Pharma Investment Limited, a wholly-owned subsidiary of Horizon Pharma plc, or Horizon Investment, completed a private placement of $400.0 million aggregate principal amount of 2.50% Exchangeable Senior Notes due 2022, or the Exchangeable Senior Notes, to several investment banks acting as initial purchasers who subsequently resold the Exchangeable Senior Notes to qualified institutional buyers as defined in Rule 144A under the Securities Act of 1933, as amended, or the Securities Act. The net proceeds from the offering of the Exchangeable Senior Notes were approximately $387.3 million, after deducting the initial purchasers' discount and offering expenses payable by Horizon Investment.

The Exchangeable Senior Notes are fully and unconditionally guaranteed, on a senior unsecured basis, by us, or the Guarantee. The Exchangeable Senior Notes and the Guarantee are the Horizon Investment's and our senior unsecured obligations. The Exchangeable Senior Notes accrue interest at an annual rate of 2.50% payable semiannually in arrears on March 15 and September 15 of each year, beginning on September 15, 2015. The Exchangeable Senior Notes will mature on March 15, 2022, unless earlier exchanged, repurchased or redeemed. The initial exchange rate is 34.8979 of our ordinary shares per $1,000 principal amount of the Exchangeable Senior Notes (equivalent to an initial exchange price of approximately $28.66 per ordinary share).

On April 21, 2015, we closed an underwritten public offering of 17,652,500 of our ordinary shares at a price to the public of $28.25 per share. The net proceeds to us from such offering were approximately $475.2 million, after deducting underwriting discounts and other offering expenses payable by us.

On April 29, 2015, Horizon Pharma Financing, Inc., our wholly-owned subsidiary, or Horizon Financing, completed a private placement of $475.0 million aggregate principal amount of 6.625% Senior Notes due 2023, or the 2023 Senior Notes, to certain investment banks acting as initial purchasers who subsequently resold the 2023 Senior Notes to qualified institutional buyers as defined in Rule 144A under the Securities Act and in offshore transactions to non-U.S. Persons in reliance on Regulation S under the Securities Act.

In connection with the closing of the Hyperion acquisition on May 7, 2015, Horizon Financing merged with and into HPI and, as a result, the 2023 Senior Notes became HPI's general unsecured senior obligations and we and all of our direct and indirect subsidiaries that are guarantors under the 2015 Senior Secured Credit Facility fully and unconditionally guaranteed on a senior unsecured basis HPI's obligations under the 2023 Senior Notes.

The 2023 Senior Notes accrue interest at an annual rate of 6.625% payable semiannually in arrears on May 1 and November 1 of each year, beginning on November 1, 2015. The 2023 Senior Notes will mature on May 1, 2023, unless earlier exchanged, repurchased or redeemed.
Except as described below, the 2023 Senior Notes may not be redeemed before May 1, 2018. Thereafter, some or all of the 2023 Senior Notes may be redeemed at any time at specified redemption prices, plus accrued and unpaid interest to the redemption date. At any time prior to May 1, 2018, some or all of the 2023 Senior Notes may be redeemed at a price equal to 100% of the aggregate principal amount thereof, plus a make-whole premium and accrued and unpaid interest to the redemption date. Also prior to May 1, 2018, up to 35% of the aggregate principal amount of the 2023 Senior Notes may be redeemed at a redemption price of 106.625% of the aggregate principal amount thereof, plus accrued and unpaid interest, with the net proceeds of certain equity offerings. In addition, the 2023 Senior Notes may be redeemed in whole but not in part at a redemption price equal to 100% of the principal amount plus accrued and unpaid interest and additional amounts, if any, to, but excluding, the redemption date, if on the next date on which any amount would be payable in respect of the 2023 Senior Notes, HPI or any guarantor is or would be required to pay additional amounts as a result of certain tax related events.

If we undergo a change of control, HPI will be required to make an offer to purchase all of the 2023 Senior Notes at a price in cash equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest to, but not including, the repurchase date. If we or certain of our subsidiaries engage in certain asset sales, HPI will be required under certain circumstances to make an offer to purchase the 2023 Senior Notes at 100% of the principal amount thereof, plus accrued and unpaid interest to the repurchase date.

On May 7, 2015, HPI and certain of our subsidiaries entered into a Credit Agreement with Citibank N.A., as administrative agent and collateral agent, and the lenders from time to time party thereto providing for (i) a five-year $400.0 million term loan facility, or the 2015 Term Loan Facility; (ii) an uncommitted accordion facility subject to the satisfaction of certain financial and other conditions; and (iii) one or more uncommitted refinancing loan facilities with respect to loans thereunder, or the 2015 Senior Secured Credit Facility. The initial borrower under the 2015 Term Loan Facility is HPI. The Credit Agreement allows for us and certain of our other subsidiaries to become borrowers under the accordion or refinancing facilities. Loans under the 2015 Term Loan Facility bear interest, at each borrower’s option, at a rate equal to either the LIBOR, plus an applicable margin of 3.5% per year (subject to a 1.0% LIBOR floor), or the prime lending rate, plus an applicable margin equal to 4.5% per year. We borrowed the full $400.0 million available under the 2015 Term Loan Facility on May 7, 2015 as a LIBOR-based borrowing.

The obligations under the Credit Agreement and any swap obligations and cash management obligations owing to a lender (or an affiliate of a lender) thereunder are and will be guaranteed by our and each of our existing and subsequently acquired or organized direct and indirect subsidiaries (other than certain immaterial subsidiaries, subsidiaries whose guarantee would result in material adverse tax consequences and subsidiaries whose guarantee is prohibited by applicable law). The obligations under the Credit Agreement and any such swap and cash management obligations are secured, subject to customary permitted liens and other agreed upon exceptions, by a perfected security interest in (i) all tangible and intangible assets of the borrowers and the guarantors, except for certain customary excluded assets, and (ii) all of the capital stock owned by the borrowers and guarantors thereunder (limited, in the case of the stock of certain non-U.S. subsidiaries of the borrowers, to 65% of the capital stock of such subsidiaries).

We are permitted to make voluntary prepayments at any time without payment of a premium, except that a 1% premium would apply to a repayment of the loans under the 2015 Term Loan Facility in connection with a repricing of, or any amendment to the 2015 Term Loan Facility in a repricing of, the loans under the 2015 Term Loan Facility effected on or prior to the date that is six months following May 7, 2015. We are required to make mandatory prepayments of loans under the 2015 Term Loan Facility (without payment of a premium) with (a) net cash proceeds from certain non-ordinary course asset sales (subject to reinvestment rights and other exceptions), (b) casualty proceeds and condemnation awards (subject to reinvestment rights and other exceptions), (c) net cash proceeds from issuances of debt (other than certain permitted debt), and (d) beginning with the fiscal year ending December 31, 2016, 50% of our excess cash flow (subject to decrease to 25% or 0% if our first lien leverage ratio is less than 2.25:1 and 1.75:1, respectively). The loans under the 2015 Term Loan Facility will amortize in equal quarterly installments in an aggregate annual amount equal to 1% of the original principal amount thereof, with any remaining balance payable on the final maturity date of the loans under the 2015 Term Loan Facility.

We have used the net proceeds from the offering of the 2023 Senior Notes and borrowings under the 2015 Senior Secured Credit Facility to fund a portion of our acquisition of Hyperion, repay the outstanding amounts under the 2014 Senior Secured Credit Facility and Hyperion’s then existing credit facility, and pay any prepayment premiums, fees and expenses in connection with the foregoing.

We have a significant amount of debt outstanding on a consolidated basis. This substantial level of debt could have important consequences to our business, including, but not limited to: making it more difficult for us to satisfy our obligations; requiring a substantial portion of our cash flows from operations to be dedicated to the payment of principal and interest on our indebtedness, therefore reducing our ability to use our cash flows to fund acquisitions, capital expenditures, and future business opportunities; limiting our ability to obtain additional financing, including borrowing additional funds; increasing our vulnerability to, and reducing our flexibility to respond to, general adverse economic and industry conditions; limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate; and placing us at a disadvantage as compared to our competitors, to the extent that they are not as highly leveraged. We may not be able to generate sufficient cash to service all of our indebtedness and may be forced to take other actions to satisfy our obligations under our indebtedness.
In addition, the indenture governing the 2023 Senior Notes and the Credit Agreement related to the 2015 Senior Secured Credit Facility impose various covenants that limit our ability and/or our restricted subsidiaries’ ability to, among other things, pay dividends or distributions, repurchase equity, prepay junior debt and make certain investments, incur additional debt and issue certain preferred stock, incur liens on assets, engage in certain asset sales, merge, consolidate with or merge or sell all or substantially all of our assets, enter into transactions with affiliates, designate subsidiaries as unrestricted subsidiaries; and allow to exist certain restrictions on the ability of restricted subsidiaries to pay dividends or make other payments to us.

During the three months ended March 31, 2015, we received proceeds of $9.9 million in connection with our issuance of an aggregate of 2,749,990 of our ordinary shares upon the exercise of warrants. Additionally, we issued an aggregate of 311,065 ordinary shares in connection with the exercise of stock options and received $0.6 million in proceeds.

We are required to maintain compliance with applicable Swiss laws with respect to our Swiss subsidiary, Horizon Pharma Switzerland GmbH, including laws requiring maintenance of equity in the subsidiary to avoid overindebtedness, which requires Horizon Pharma Switzerland GmbH to maintain assets in excess of its liabilities. We review on a regular basis whether Horizon Pharma Switzerland GmbH is overindebted. However, Horizon Pharma Switzerland GmbH has previously been overindebted, including at December 31, 2013. We will continue to monitor and review Horizon Pharma Switzerland GmbH’s financial position and, as necessary, will address any overindebtedness until such time as Horizon Pharma Switzerland GmbH generates positive income at a statutory level, which could require us to have cash at Horizon Pharma Switzerland GmbH in excess of its near-term operating needs and could affect our ability to have sufficient cash to meet the near-term operating needs of our other operating subsidiaries. As of March 31, 2015 and December 31, 2014, Horizon Pharma Switzerland GmbH had cash and cash equivalents of $1.6 million and $3.0 million, respectively. Based upon the cash and cash equivalents held by Horizon Pharma Switzerland GmbH as of March 31, 2015 and December 31, 2014, we do not expect that our financial position or results of operations will be materially affected by any need to address overindebtedness at Horizon Pharma Switzerland GmbH. To date, the overindebtedness of Horizon Pharma Switzerland GmbH has not resulted in the need to divert material cash resources from our other operating subsidiaries.

Sources and Uses of Cash

The following table provides a summary of our cash position and cash flows for the three months ended March 31, 2015 and 2014 (in thousands):

<table>
<thead>
<tr>
<th>Cash and cash equivalents</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash provided by (used in):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating activities</td>
<td>544,211</td>
<td>103,374</td>
</tr>
<tr>
<td>Investing activities</td>
<td>70,739</td>
<td>757</td>
</tr>
<tr>
<td>Financing activities</td>
<td>398,498</td>
<td>24,156</td>
</tr>
</tbody>
</table>
Patient copays are paid much earlier with some estimated copay amounts being paid in advance or, at the latest, within weeks of being incurred. This movement from payments in arrears to prepayment or very soon after a prescription is written led to a significant outflow of cash in the quarter.

Increase in accounts receivable:
- Introduction of PENNSAID 2% increased accounts receivable – only two months of sales were collected in the quarter of introduction.
- Price increases on DUEXIS, VIMOVO and RAYOS delayed-release tablets implemented on January 1, 2015 have resulted in corresponding increases in accounts receivable balances.

Seasonal cash outflows:
- 2014 incentive bonuses were paid in the first quarter of 2015.

The above events were one-time occurrences or seasonal in nature and we do not expect to experience these, or similar, events in the rest of 2015 to any meaningful degree.

Investing Cash Flows
During the three months ended March 31, 2015 and 2014, net cash used in investing activities was $1.4 million and $0.5 million, respectively. The increase in net cash used in investing activities during the three months ended March 31, 2015 was primarily associated with the purchase of property and equipment.

Financing Cash Flows
During the three months ended March 31, 2015, net cash provided by financing activities was $398.5 million compared to net cash provided by financing activities of $24.2 million during the three months ended March 31, 2014. The increase in net cash provided by financing activities during the three months ended March 31, 2015 was primarily attributable to $388.0 million of net proceeds received from borrowings under the Exchangeable Senior Notes and $9.9 million of proceeds in connection with our issuance of an aggregate of 2,749,990 of our ordinary shares upon the exercise of warrants.

Contractual Obligations
During the three months ended March 31, 2015, there were no material changes outside of the ordinary course of business to our contractual obligations as previously disclosed in Part II, Item 7 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2014, except for the changes described below.

On March 13, 2015, Horizon Investment completed a private placement of $400.0 million aggregate principal amount of the Exchangeable Senior Notes to several investment banks acting as initial purchasers who subsequently resold the Exchangeable Senior Notes to qualified institutional buyers as defined in Rule 144A under the Securities Act.

In March 2015 and April 2015, we entered into separate, privately-negotiated conversion agreements with certain holders of the Convertible Senior Notes which were on substantially the same terms as prior conversion agreements entered into by us. Under the March 2015 and April 2015 conversion agreements, the applicable holders agreed to convert an aggregate principal amount of $47.4 million of Convertible Senior Notes held by them and we agreed to settle such conversions by issuing an aggregate of 8,842,077 ordinary shares. In addition, pursuant to such conversion agreements, we made an aggregate cash payment of $8.6 million to the applicable holders for additional exchange consideration and accrued and unpaid interest. Immediately following the March 2015 and April 2015 conversions of the Convertible Senior Notes, $13.6 million in aggregate principal amount of the Convertible Senior Notes remained outstanding.
On April 29, 2015, we completed a private placement of $475.0 million aggregate principal amount of the 2023 Senior Notes. The 2023 Senior Notes accrue interest at an annual rate of 6.625% payable semiannually in arrears on May 1 and November 1 of each year, beginning on November 1, 2015. The 2023 Senior Notes will mature on May 1, 2023, unless earlier exchanged, repurchased or redeemed.

On May 7, 2015, we entered into the 2015 Senior Secured Credit Facility and on May 7, 2015, HPI borrowed the entire $400.0 million available under the 2015 Term Loan Facility. Loans under the 2015 Senior Term Loan Facility bear interest, at our option, at a rate equal to either the LIBOR rate, plus an applicable margin of 3.5% per annum (subject to a 1.00% LIBOR floor), or the prime lending rate, plus an applicable margin equal to 4.5% per annum.

CRITICAL ACCOUNTING POLICIES
The preparation of financial statements in accordance with U.S. generally accepted accounting principles requires the use of estimates and assumptions that affect the reported amounts of assets and liabilities and the reported amounts of revenue and expenses. Certain of these policies are considered critical as they most significantly impact a company’s financial condition and results of operations and require the most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. Actual results may vary from these estimates. A summary of our significant accounting policies is included in Note 2 to our Annual Report on Form 10-K for the year ended December 31, 2014. There have been no significant changes in our application of our critical accounting policies during the three months ended March 31, 2015.

OFF-BALANCE SHEET ARRANGEMENTS
Since our inception, we have not engaged in any off-balance sheet arrangements, including the use of structured finance, special purpose entities or variable interest entities, other than the indemnification agreements discussed in Note 13, “Commitments and Contingencies” in the notes to our condensed consolidated financial statements included in this report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK
We are exposed to various market risks, which include potential losses arising from adverse changes in market rates and prices, such as interest rates and foreign exchange fluctuations. We do not enter into derivatives or other financial instruments for trading or speculative purposes.

Interest Rate Risk. We are subject to interest rate fluctuation exposure through our borrowings under the 2015 Senior Secured Credit Facility and our investment in money market accounts which bear a variable interest rate. Borrowings under the 2015 Term Loan Facility bear interest, at our option, at a rate equal to either the LIBOR plus an applicable margin of 3.5% per annum (subject to a 1.00% LIBOR floor), or the prime lending rate, plus an applicable margin equal to 4.5% per annum. Since drawing the full $400.0 million available in May 2015, our borrowings have been based on the LIBOR. Since current LIBOR rates are below the 1.00% LIBOR floor, the interest rate on our borrowings has been 4.5% per annum. An increase in the LIBOR of 100 basis points above the 1.00% LIBOR floor would increase our interest expense by $4.0 million per year.

The goals of our investment policy are associated with the preservation of capital, fulfillment of liquidity needs and fiduciary control of cash. To achieve our goal of maximizing income without assuming significant market risk, we maintain our excess cash and cash equivalents in money market funds. Because of the short-term maturities of our cash equivalents, we do not believe that a decrease in interest rates would have any material negative impact on the fair value of our cash equivalents.

Foreign Currency Risk. Our purchase cost of ACTIMMUNE under our contract with Boehringer Ingelheim as well as our sales contracts relating to LODOTRA are principally denominated in Euros and are subject to significant foreign currency risk. We also incur certain operating expenses in currencies other than the U.S. dollar in relation to our Ireland operations and foreign subsidiaries, including Horizon Pharma Switzerland GmbH; therefore, we are subject to volatility in cash flows due to fluctuations in foreign currency exchange rates, particularly changes in the Euro. To date, we have not entered into any hedging contracts since exchange rate fluctuations have had minimal impact on our results of operations and cash flows.

Inflation Risk. We do not believe that inflation has had a material impact on our business or results of operations during the periods for which the condensed consolidated financial statements are presented in this report.

Credit Risk. Historically, our accounts receivable balances have been highly concentrated with a select number of customers, consisting primarily of large wholesale pharmaceutical distributors who, in turn, sell the products to pharmacies, hospitals and other customers. For the three months ended March 31, 2015, our top five customers, American Specialty Pharmacy, Inc., AmerisourceBergen, Cardinal Health, Inc., McKesson Corporation and Rochester Drug Company accounted for approximately 85% of total consolidated gross sales. For the three months ended March 31, 2014, our top five customers, AmerisourceBergen, Cardinal Health, Inc., McKesson Corporation, Mundipharma and Rochester Drug Company, accounted for approximately 90% of total consolidated gross sales.
In addition, five customers, American Specialty Pharmacy, Inc., AmerisourceBergen, Cardinal Health, Inc., McKesson Corporation and Rochester Drug accounted for approximately 93% and 80% of our total outstanding accounts receivable balances at March 31, 2015 and December 31, 2014, respectively. Historically, we have not experienced any losses related to our accounts receivable balances.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures. As required by paragraph (b) of Rules 13a-15 and 15d-15 promulgated under the Exchange Act, our management, including our Chief Executive Officer and Chief Financial Officer, conducted an evaluation as of the end of the period covered by this report, of the effectiveness of our disclosure controls and procedures as defined in Exchange Act Rules 13a-15(e) and 15d-15(e). Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of March 31, 2015, the end of the period covered by this report.

Changes in Internal Control Over Financial Reporting. As discussed above, on September 19, 2014, a wholly-owned subsidiary of Horizon Pharma plc (formerly known as Vidara Therapeutics International Public Limited Company) merged with and into HPI, with HPI surviving the merger and becoming a wholly-owned subsidiary of Horizon Pharma plc. HPI is treated as the acquiring company in the Merger for accounting purposes, and the Merger was accounted for as a reverse acquisition under the acquisition method of accounting for business combinations. As a result, the historical financial statements of Horizon Pharma plc reflect the financial position, results of operations and cash flows of HPI only. Following the Merger, the financial statements of the current period reflect the financial position, results of operations and cash flows of Horizon Pharma plc. The results of operations of the acquired Vidara business are included in the results of operations of Horizon Pharma plc beginning on September 19, 2014. Also, as a result of the Merger, the internal control over financial reporting utilized by HPI prior to the Merger became the internal control over financial reporting of our company, and we are currently in the process of evaluating and integrating Vidara’s historical internal controls over financial reporting with ours.

During the quarter ended March 31, 2015, other than continuing changes to our internal control processes resulting from the Merger as discussed above, there have been no material changes to our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.
ITEM 1. LEGAL PROCEEDINGS

On July 15, 2013, we received a Paragraph IV Patent Certification from Watson Laboratories, Inc.—Florida, known as Actavis Laboratories FL, Inc., or Watson, advising that Watson had filed an Abbreviated New Drug Application, or ANDA, with the FDA for a generic version of RAYOS, containing up to 5 mg of prednisone. Watson has not advised us as to the timing or status of the FDA’s review of its filing. On August 26, 2013, we, together with Jagotec, filed suit in the United States District Court for the District of New Jersey against Watson, Actavis Pharma, Inc., Andrx Corp., and Actavis, Inc., or collectively WLF, seeking an injunction to prevent the approval of the ANDA. The lawsuit alleges that WLF has infringed U.S. Patent Nos. 6,488,960, 6,677,326, 8,168,218, 8,309,124 and 8,394,407 by filing an ANDA seeking approval from the FDA to market generic versions of RAYOS containing 1 mg, 2 mg and 5 mg of prednisone prior to the expiration of the patents. The subject patents are listed in the FDA’s Approved Drug Products with Therapeutic Equivalence Evaluations, commonly known as the Orange Book. The commencement of the patent infringement lawsuit stays, or bars, FDA approval of WLF’s ANDA for 30 months or until an earlier district court decision that the subject patents are not infringed or are invalid. We and Jagotec have granted WLF a covenant not to sue with respect to US Patent Nos. 6,677,326 and 8,168,218, respectively, and accordingly these patents have been dismissed from the lawsuit. The court held a claim construction hearing on October 16, 2014, and issued its opinion and order on claim construction on November 10, 2014, adopting our proposed construction of both of the disputed claim terms. The court has scheduled expert discovery in the WLF action to be completed by June 2, 2015, and has set the pretrial conference for September 10, 2015. The trial date will be set following the pretrial conference.

On November 13, 2014, we received a Paragraph IV Patent Certification from Watson advising that Watson had filed an ANDA with the FDA for a generic version of PENNSAID 2%. Watson has not advised us as to the timing or status of the FDA’s review of its filing. On December 23, 2014, we filed suit in the United States District Court for the District of New Jersey against Watson seeking an injunction to prevent the approval of the ANDA. The lawsuit alleges that Watson has infringed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,871,809 by filing an ANDA seeking approval from the FDA to market generic versions of PENNSAID 2% prior to the expiration of the patents. The subject patents are listed in the FDA’s Orange Book. The commencement of the patent infringement lawsuit stays, or bars, FDA approval of Watson’s ANDA for 30 months or until an earlier district court decision that the subject patents are not infringed or are invalid. The court has not yet set a trial date for the Watson action.

On December 2, 2014, we received a Paragraph IV Patent Certification against Orange Book listed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,741,956 from Paddock Laboratories, LLC, or Paddock, advising that Paddock had filed an ANDA with the FDA for a generic version of PENNSAID 2%. On January 9, 2015, we received from Paddock another Paragraph IV Patent Certification against newly Orange Book listed U.S. Patent No. 8,871,809. On January 13, 2015 and January 14, 2015, we filed suits in the United States District Court for the District of New Jersey and the United States District Court for the District of Delaware, respectively, against Paddock seeking an injunction to prevent the approval of the ANDA. The lawsuits alleged that Paddock has infringed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,871,809 by filing an ANDA seeking approval from the FDA to market generic versions of PENNSAID 2% prior to the expiration of the patents.

On May 6, 2015, we entered into a settlement and license agreement, and the Perrigo settlement agreement, with Perrigo Company plc and its subsidiary Paddock, or collectively Perrigo, relating to our on-going patent infringement litigation. The Perrigo settlement agreement provides for a full settlement and release by both us and Perrigo of all claims that were or could have been asserted in the litigation and that arise out of the issues that were the subject of the litigation or Perrigo’s generic version of PENNSAID 2%.

Under the Perrigo settlement agreement, we granted Perrigo a non-exclusive license to manufacture and commercialize Perrigo’s generic version of PENNSAID 2% in the United States after the license effective date (as defined below) and to take steps necessary to develop inventory of, and prepare to commercialize, Perrigo’s generic version of PENNSAID 2% during certain limited periods prior to the license effective date.

Under the Perrigo settlement agreement, the license effective date is January 10, 2029; however, Perrigo may be able to enter the market earlier in certain circumstances. Such events relate to the resolution of any other third party PENNSAID 2% patent litigation, the entry of other third party generic versions of PENNSAID 2% or certain substantial reductions in our PENNSAID 2% shipments over specified periods of time.

Under the Perrigo settlement agreement, we also agreed not to sue or assert any claim against Perrigo for infringement of any patent or patent application owned or controlled by us during the term of the Perrigo settlement agreement based on the manufacture, use, sale, offer for sale, or importation of Perrigo’s generic version of PENNSAID 2% in the United States.

In certain circumstances following the entry of other third party generic versions of PENNSAID 2%, we may be required to supply Perrigo PENNSAID 2% as our authorized distributor of generic PENNSAID 2%, with us receiving specified percentages of any net sales by Perrigo. We also agreed that if we enter into any similar agreements with other parties with respect to generic versions of PENNSAID 2%, we will amend the Perrigo settlement agreement to provide Perrigo with terms that are no less favorable than those provided to the other parties.

Currently, patent litigation is pending in the United States District Court for the District of New Jersey against four generic companies intending to market VIMOVO before the expiration of patents listed in the Orange Book. These cases are in the United States District Court for the District of New Jersey and have been consolidated for discovery purposes. They are collectively known as the VIMOVO cases, and involve the following sets of defendants: (i) Dr. Reddy’s Laboratories Inc. and Dr. Reddy’s Laboratories Ltd., or collectively Dr. Reddy’s; (ii) Lupin Limited and Lupin Pharmaceuticals Inc., or collectively Lupin; (iii) Mylan Pharmaceuticals Inc., Mylan Laboratories Limited, and Mylan Inc., or collectively Mylan; and (iv) Watson Laboratories, Inc. Florida, known as Actavis Laboratories FL, Inc. and Actavis Pharma, Inc., or collectively Actavis. Patent litigation in the United States District Court for the District of New Jersey against a fifth generic company, Anchen Pharmaceuticals Inc., or Anchen, was dismissed on June 9, 2014 after Anchen recertified under Paragraph III. We understand that Dr. Reddy’s has entered into a settlement with AstraZeneca with respect to patent rights directed to Nexium for the commercialization of VIMOVO, and that according to the settlement agreement, Dr. Reddy’s is now able to commercialize VIMOVO under AstraZeneca’s Nexium patent rights. The settlement agreement, however, has no effect on the Pozen VIMOVO patents, which are still the subject of patent litigations. As part of our acquisition of the U.S. rights to VIMOVO, we have taken over and are responsible for the patent litigations that include the Pozen patents licensed to us under the amended and restated collaboration and license agreement for the United States with Pozen.
The VIMOVO cases were filed on April 21, 2011, July 25, 2011, October 28, 2011, January 4, 2013, May 10, 2013, June 28, 2013 and October 23, 2013 and collectively include allegations of infringement of U.S. Patent Nos. 6,926,907 and 8,557,285. The Company understands the cases arise from Paragraph IV Notice Letters providing notice of the filing of ANDAs with the FDA seeking regulatory approval to market generic versions of VIMOVO before the expiration of the patents-in-suit. The Company understands the Dr. Reddy’s notice letters were dated March 11, 2011, November 20, 2012 and April 20, 2015; the Lupin notice letters were dated June 10, 2011 and March 12, 2014; the Mylan notice letters were dated May 16, 2013 and February 9, 2015; the Actavis notice letters were dated March 29, 2013 and November 5, 2013; and the Anchen notice letter was dated September 16, 2011. The court has issued a claims construction order and has set a pretrial schedule but has not yet set a trial date.

On February 25, 2015, Dr. Reddy’s Laboratories, Inc. filed a Petition for Inter Partes Review, or IPR, of U.S. Patent No. 8,557,285, one of the patents in litigation in the above referenced VIMOVO cases. The Patent Trial and Appeal Board has not yet issued a decision with regard to whether or not the IPR will be instituted.

On or about December 19, 2014, we filed a Notice of Opposition to a European patent, EP 2611457, to Roberto Testi, et al., covering compositions and methods for treating FA with interferon gamma, e.g., ACTIMMUNE. In the European Union, the grant of a patent may be opposed by one or more private parties.

On February 2, 2015, we received a Paragraph IV Patent Certification against Orange Book listed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, 8,741,956, and 8,871,809 from Horizon Pharma plc, to which we are the successor for reporting purposes under the Securities Exchange Act of 1934.

You should consider carefully the risks described below, together with all of the other information included in this report, and in our other filings with the Securities and Exchange Commission, or SEC, before deciding whether to invest in or continue to hold our ordinary shares. The risks described below are all material risks currently known, expected or reasonably foreseeable by us. If any of these risks actually occurs, our business, financial position or results of operations or cash flow could be seriously harmed. This could cause the trading price of our ordinary shares to decline, resulting in a loss of all or part of your investment.

The risk factors set forth below with an asterisk (*) next to the title are new risk factors or risk factors containing changes, including any material changes, from the risk factors previously disclosed in Item 1A of our annual report on Form 10-K for the year ended December 31, 2014, as filed with the SEC by Horizon Pharma plc, to which we are the successor for reporting purposes under the Securities Exchange Act of 1934.
Risks Related to Our Business and Industry

Our ability to generate revenues from our products is subject to attaining significant market acceptance among physicians, patients and healthcare payors.*

Our current products, and other product or product candidates that we may develop, acquire, or in-license may not attain market acceptance among physicians, patients, healthcare payors or the medical community. In the U.S. market, we began marketing DUEXIS in December 2011. We began commercial sales of RAYOS, which was approved by the U.S. Food and Drug Administration, or FDA, in July 2012, to a subset of rheumatologists in the fourth quarter of 2012 with the full launch to the majority of U.S. rheumatologists and key primary care physicians in late January 2013. VIMOVO was launched in the U.S. market in the fourth quarter of 2010 by AstraZeneca AB, or AstraZeneca, under its license from POZEN Inc., or Pozen. Following our acquisition of the U.S. rights to VIMOVO in November 2013, we began marketing VIMOVO in the first quarter of 2014. ACTIMMUNE was originally launched in the U.S. market in March 1991 by Genentech and in June 2012, Vidara Therapeutics International plc, or Vidara, acquired the intellectual property rights and certain assets related to the ACTIMMUNE product line. In September 2014, our business was combined with Vidara, and as a result we assumed the commercialization of ACTIMMUNE. In October 2014 we entered into an asset purchase agreement and ancillary agreements with Nuvo Research, Inc. to acquire the U.S. rights to PENNSAID 2%, and we began commercializing PENNSAID 2% in the United States in January 2015. Outside the United States, LODOTRA has been sold in a limited number of countries and sales may not grow to expected levels, in part because we depend on our distribution partner, Mundipharma International Corporation Limited, or Mundipharma, for commercialization outside the United States. With respect to DUEXIS, we have only received marketing approval in the United Kingdom, or the UK, thus far, and even if it is approved in other European countries, we do not expect the opportunity in Europe to be material to our business given the current state of the market in Europe for pain products and the revenue being generated by existing branded non-steroidal anti-inflammatory drugs, or NSAIDs, in Europe. There have been no sales of DUEXIS in the UK thus far. RAVICTI was launched in the United States by Hyperion Therapeutics, Inc., or Hyperion, in the first quarter of 2013, and BUPHENYL was originally launched in 1996 prior to being acquired by Hyperion. On May 7, 2015, we acquired Hyperion, and as a result we have assumed the commercialization of RAVICTI and BUPHENYL. Neither product was marketed by us prior to that date. We believe that the degree of market acceptance and our ability to generate revenues from our products will depend on a number of factors, including:

- timing of market introduction of our products as well as competitive products;
- efficacy and safety of our products;
- continued projected growth of the arthritis, pain and inflammation markets;
- prevalence and severity of any side effects;
- if and when we are able to obtain regulatory approvals for additional indications for our products;
- acceptance by patients, primary care specialists and key specialists, including rheumatologists, orthopedic surgeons, pain specialists and specialists in pediatric immunology, allergy, infectious diseases and hematology/oncology;
- availability of coverage and adequate reimbursement and pricing from government and other third-party payors;
- the performance of third party distribution partners, over which we have limited control;
- potential or perceived advantages or disadvantages of our products over alternative treatments, including cost of treatment and relative convenience and ease of administration;
- strength of sales, marketing and distribution support;
- the price of our products, both in absolute terms and relative to alternative treatments;
- impact of past and limitation of future product price increases;
- our ability to maintain a continuous supply of product for commercial sale;
- the effect of current and future healthcare laws; and
- product labeling or product insert requirements of the FDA or other regulatory authorities.

With respect to DUEXIS and VIMOVO, studies indicate that physicians do not commonly co-prescribe gastrointestinal, or GI, protective agents to high-risk patients taking NSAIDs. We believe this is due in part to a lack of awareness among physicians prescribing NSAIDs of the risk of NSAID-induced upper GI ulcers, in addition to the inconvenience of prescribing two separate medications and patient compliance issues associated with multiple prescriptions. If physicians remain unaware of, or do not otherwise believe in, the benefits of combining GI protective agents with NSAIDs, our market opportunity for DUEXIS and VIMOVO will be limited. Some physicians may also be reluctant to prescribe DUEXIS or VIMOVO due to the inability to vary the dose of ibuprofen and naproxen, respectively, or if they believe treatment with NSAIDs or GI protective agents other than those contained in DUEXIS and VIMOVO, including those of its competitors, would be more effective for their patients. With respect to each of DUEXIS, PENNSAID 2%, RAYOS/LODOTRA, VIMOVO and BUPHENYL, their higher cost compared to the generic or branded forms of their active ingredients alone may limit adoption by physicians, patients and healthcare payors. With respect to ACTIMMUNE, while it is the only FDA-approved treatment for chronic granulomatous disease, or CGD, and severe, malignant osteopetrosis, or SMO, they are very rare conditions and, as a result, our ability to grow ACTIMMUNE sales
Our current business plan is highly dependent upon our ability to successfully execute on our sales and marketing strategy for the commercialization of our products in the United States. If we are unable to successfully execute on our sales and marketing strategy, we may not be able to generate significant product revenues or execute on our business plan.*

Our strategy is to build a fully-integrated U.S.-focused biopharmaceutical company to successfully execute the commercialization of our products in the U.S. market. We may not be able to successfully commercialize ACTIMMUNE, BUPHENYL, DUEXIS, PENNSAID 2%, RAVICTI, RAYOS or VIMOVO in the United States. Prior to our commercial launch of DUEXIS in the United States in December 2011, we did not have any experience commercializing pharmaceutical products on our own. LODOTRA was commercially launched in Europe by our exclusive distribution partners Merck Serono and Mundipharma. In order to commercialize any approved products, we must continue to build our sales, marketing, distribution, managerial and other non-technical capabilities. Although we have expanded our sales force to approximately 375 sales representatives, consisting of 325 primary care sales representatives and 50 sales representatives in specialty and orphan disease business areas, in connection with our recent acquisition of the U.S. rights to PENNSAID 2%, we currently have limited resources compared to some of our competitors, and the continued development of our own commercial organization to market these products and any additional products we may acquire or in-license will be expensive and time-consuming. We also cannot be certain that we will be able to continue to successfully develop this capability.

As a result of the evolving role of various constituents in the prescription decision making process, we adjusted the profile of the sales representatives we hire from those with traditional pharmaceutical sales experience to those with successful business to business experience. For example, we have faced challenges due to pharmacists increasingly switching a patient’s intended prescription from DUEXIS and VIMOVO to a generic or over the counter brand of their active ingredients. We have faced similar challenges for RAYOS with respect to generic brands and could face similar challenges with respect to PENNSAID 2% due to the availability of generic versions of PENNSAID 1.5%. While we believe the profile of our representatives is better suited for this evolving environment, we cannot be certain that our representatives will be able to successfully protect BUPHENYL, DUEXIS, PENNSAID 2%, RAYOS, VIMOVO prescriptions or that we will be able to continue attracting and retaining sales representatives with our desired profile and skills. We will also have to compete with other pharmaceutical and biotechnology companies to recruit, hire, train and retain commercial personnel. To the extent we rely on additional third parties to commercialize any approved products, we may receive less revenue than if we commercialized these products ourselves. In addition, we may have little or no control over the sales efforts of any third parties involved in our commercialization efforts. In the event we are unable to successfully develop and maintain our own commercial organization or collaborate with a third-party sales and marketing organization, we may not be able to commercialize our product candidates and execute on our business plan.

Legislation enacted in most states in the United States allows or, in some instances mandates, that a pharmacist dispense an available generic equivalent when filling a prescription for a branded product, in the absence of specific instructions from the prescribing physician. Because our products (other than BUPHENYL) do not currently have FDA-approved generic equivalents in the United States, we do not believe our products should be subject to mandatory generic substitution laws. However we understand that some pharmacies and payors may attempt to reduce costs by obtaining physician authorization to switch prescriptions for DUEXIS or VIMOVO to prescriptions for multiple generic products with similar active pharmaceutical ingredients. Accordingly, a key part of our commercial strategy is to encourage physicians to have their patients fill their prescriptions through PME. Through PME, physicians can have their insured patients’ prescriptions for our products shipped directly to the patient. Through the PME program, we provide assistance to reduce eligible patients’ out of pocket costs for prescriptions filled via a participating pharmacy. Because of this assistance, the patient’s out of pocket cost for our products when dispensed through the PME program may be significantly lower than such costs when our products are dispensed outside of the PME program, prescriptions that are filled through our PME program are therefore less likely to be subject to the efforts of traditional pharmacies to switch a physician’s intended prescription of our products to a generic or over the counter brand. We expect that continued adoption of our PME program by physicians and patients will be important to our ability to gain market share for our products as pressure from healthcare payors and PBMs to use less expensive generic or over the counter brands instead of branded products increases. For example, two of the largest PBMs, which we estimate to currently control approximately 20% to 30% of prescriptions for DUEXIS and VIMOVO, placed DUEXIS and VIMOVO on their exclusion lists beginning in 2015. Additional healthcare plans, including those that contract with these PBMs but use different formularies, may also choose to exclude our products from their formularies or restrict coverage to situations where a generic or over-the-counter product has been tried first. To the extent we are unable to successfully encourage physicians to direct prescriptions currently filled through traditional pharmacies, including those associated with/controlled by these PBMs, to our PME program, we may
experience a significant decline in DUEXIS and VIMOVO prescriptions as a result of formulary exclusions. Our ability to increase adoption of our PME program will depend on physician and patient awareness and comfort with the program, and we have limited ability to influence whether physicians use our PME program to prescribe our products or whether patients will agree to receive our products through the PME program. In addition, the PME program is not available to federal health care program (such as Medicare and Medicaid) beneficiaries. If we are unable to increase adoption of our PME program for filling prescriptions of our products, our ability to maintain or increase prescriptions for our products will be impaired. In addition, we depend on a limited number of PME pharmacies to fulfill patient prescriptions under the PME program. If these PME pharmacies are unable to process and fulfill the volume of patient prescriptions directed to them under the PME program, our ability to maintain or increase prescriptions for our products will be impaired. The commercialization of our products and our operating results could be affected should any of the PME pharmacies choose not to continue participation in our PME program or by any adverse events at any of those PME pharmacies. In addition, the PME program may implicate certain state laws related to, among other things, unlawful schemes to defraud, excessive fees for services, tortious interference with patient contracts, and statutory or common law fraud. To the extent the PME program is found to be inconsistent with applicable laws, we may be required to restructure or discontinue such program, or be subject to other significant penalties.

If we are unable to successfully implement our commercial plans and facilitate adoption by patients and physicians of any approved products through our sales, marketing and commercialization efforts, or if our partners fail to successfully commercialize our products, then we will not be able to generate sustainable revenues from product sales which will have a material adverse effect on our business and prospects.

Our future prospects are highly dependent on the success of our current products, and we may not be able to successfully commercialize these products. Failure to do so would adversely impact our financial condition and prospects.*

A substantial majority of our resources are focused on the commercialization of our current products. Our ability to generate significant product revenues and to achieve commercial success in the near-term will initially depend almost entirely on our ability to successfully commercialize these products in the United States. DUEXIS has been approved for marketing in the UK but is not yet approved in any other countries in Europe and therefore, unless we obtain regulatory approval in other countries, DUEXIS may not be commercialized to any significant extent outside of the United States. Even if DUEXIS is approved in other European countries, we do not expect the opportunity in Europe to be material to our business given the current state of the market in Europe for pain products and the revenue being generated by existing branded NSAIDs in Europe. Following our acquisition of the U.S. rights to VIMOVO in November 2013 and PENNSAID 2% in October 2014, our strategy has included bringing both products’ pricing in-line with DUEXIS, thereby significantly increasing the value we realize per prescription, and also increasing sales and marketing support to drive growth in prescriptions. We cannot guarantee that this strategy will continue to be effective generally, due to negative reactions to price increases or otherwise. Our strategy for RAYOS is to solely focus on the rheumatology indications approved for RAYOS where our Phase 3 clinical trial data supports our commercial plans. We initially launched RAYOS in the United States to a subset of rheumatologists in the fourth quarter of 2012, and the full launch to the majority of U.S. rheumatologists and key primary care physicians occurred in late January 2013. Our strategy with respect to ACTIMMUNE includes pricing increases, pursuing label expansion for additional indications, such as Friedreich’s ataxia, or FA, and possible expansions of our sales force, but we cannot be certain that our pricing strategy will not result in downward pressure on sales or that we will be able to successfully complete clinical trials and obtain regulatory approvals in additional indications. Although LODOTRA is approved for marketing in more than 35 countries outside the United States, to date it has only been marketed in a limited number of countries. While we anticipate that LODOTRA will be marketed in additional countries as our distribution partner, Mundipharma, formulates its reimbursement strategy, the ability to market LODOTRA in additional countries will depend on Mundipharma’s ability to obtain reimbursement approvals in these countries. Even if we obtain additional marketing and reimbursement approvals, our product revenues in Europe are entirely dependent upon the marketing efforts of our exclusive distribution partner, over which we have no control. Before we can market and sell these products in a particular jurisdiction, we need to obtain necessary regulatory approvals (from the FDA in the United States and from similar foreign regulatory agencies in other jurisdictions) and in some jurisdictions, reimbursement authorization. There are no guarantees that we or our commercialization partners will obtain any additional regulatory approvals for our products. Even if we or our commercialization partners obtain additional regulatory approvals, we may never generate significant revenues from any commercial sales of our products. If we fail to successfully commercialize our current and future products, we may be unable to generate sufficient revenues to sustain and grow our business, and our business, financial condition and results of operations will be adversely affected.

Our strategy with respect to RAVICTI includes accelerating the transition of UCD patients from BUPHENYL or generic equivalents to RAVICTI and increasing the diagnosis of UCD and treatment of untreated UCD patients through patient and physician outreach. Part of our success in our strategy will be obtaining favorable results from an on-going study of the use of RAVICTI to treat UCD in patients less than two years of age, the timely submission of a supplemental NDA and approval of RAVICTI for the treatment in UCD in patients less than two years of age, and we cannot guarantee that any of these events will occur on our anticipated timeline or at all. In addition, RAVICTI is currently only approved for marketing in the United States. If
required regulatory approvals in international markets are never obtained, are delayed or are not maintained, the market potential of RAVICTI will be limited. Additionally, if approval to market RAVICTI in Europe is not obtained prior to February 2016, when the RAVICTI composition of matter patent expires in European jurisdictions in which it is validated, we will not be entitled to apply to extend the patent’s term, and we will have to rely on maintaining orphan designation to ensure marketing exclusivity in Europe. We cannot guarantee that we can maintain orphan designation for RAVICTI in Europe as we must demonstrate that the product provides “significant benefit” in those UCD subtypes for which AMMONAPS is approved.

We are solely dependent on third parties to commercialize certain of our products outside the United States. Failure of these third parties or any other third parties to successfully commercialize our products and product candidates in the applicable jurisdictions could have a material adverse effect on our business.*

We rely on Mundipharma for commercialization of LODOTRA in various European countries and certain Asian, Latin American, Middle Eastern, African and other countries. We rely on other third party distributors for commercialization of BUPHENYL in certain territories outside the United States for which we currently have rights. We have limited contractual rights to force these third parties to invest significantly in commercialization of LODOTRA or BUPHENYL in our markets. In the event that Mundipharma, Hyperion’s current ex-U.S. distributors, or any other third party with any future commercialization rights to any of our products or product candidates fail to adequately commercialize those products or product candidates because they lack adequate financial or other resources, decide to focus on other initiatives or otherwise, our ability to successfully commercialize our products or product candidates in the applicable jurisdictions would be limited, which would adversely affect our business, financial condition, results of operations and prospects. We have had disagreements with Mundipharma under our European agreements and may continue to have disagreements, which could harm commercialization of LODOTRA in Europe or result in the termination of our agreements with Mundipharma. We also rely on Mundipharma’s ability to obtain regulatory approval for LODOTRA in certain Asian, Latin American, Middle Eastern, African and other countries. In addition, our agreements with Mundipharma and Hyperion’s agreements with its current ex-U.S. distributors may be terminated by either party in the event of a bankruptcy of the other party or upon an uncured material breach by the other party. If these third parties terminated their agreements, we may not be able to secure an alternative distributor in the applicable territory on a timely basis or at all, in which case our ability to generate revenues from the sale of LODOTRA or BUPHENYL outside the United States would be materially harmed.

Our products are subject to extensive regulation, and we may not obtain additional regulatory approvals for our products.*

The clinical development, manufacturing, labeling, packaging, storage, recordkeeping, advertising, promotion, export, marketing and distribution and other possible activities relating to our products and our product candidates are, and will be, subject to extensive regulation by the FDA and other regulatory agencies. Failure to comply with FDA and other applicable regulatory requirements may, either before or after product approval, subject us to administrative or judicially imposed sanctions.

To market any drugs or biologics outside the United States, we and current or future collaborators must comply with numerous and varying regulatory and compliance related requirements of other countries. Approval procedures vary among countries and can involve additional product testing and additional administrative review periods, including obtaining reimbursement and pricing approval in select markets. The time required to obtain approval in other countries might differ from that required to obtain FDA approval. The regulatory approval process in other countries may include all of the risks associated with FDA approval as well as additional, presently unanticipated, risks. Regulatory approval in one country does not ensure regulatory approval in another, but a failure or delay in obtaining regulatory approval in one country may negatively impact the regulatory process in others.

Applications for regulatory approval, including a marketing authorization application for marketing new drugs in Europe, must be supported by extensive clinical and preclinical data, as well as extensive information regarding chemistry, manufacturing and controls, or CMC, to demonstrate the safety and effectiveness of the applicable product candidate. The number and types of preclinical studies and clinical trials that will be required for regulatory approval varies depending on the product candidate, the disease or the condition that the product candidate is designed to target and the regulations applicable to any particular product candidate. Despite the time and expense associated with preclinical and clinical studies, failure can occur at any stage, and we could encounter problems that cause us to repeat or perform additional preclinical studies, CMC studies or clinical trials. Regulatory authorities could delay, limit or deny approval of a product candidate for many reasons, including because they:

- may not deem a product candidate to be adequately safe and effective;
- may not find the data from preclinical studies, CMC studies and clinical trials to be sufficient to support a claim of safety and efficacy;
- may interpret data from preclinical studies, CMC studies and clinical trials significantly differently than we do;
- may not approve the manufacturing processes or facilities associated with our product candidates;
may conclude that we have not sufficiently demonstrated long-term stability of the formulation for which we are seeking marketing approval; 

• may change approval policies (including with respect to our product candidates’ class of drugs) or adopt new regulations; or 

• may not accept a submission due to, among other reasons, the content or formatting of the submission.

Even if we believe that data collected from our preclinical studies, CMC studies and clinical trials of our product candidates are promising and that our information and procedures regarding CMC are sufficient, our data may not be sufficient to support marketing approval by regulatory authorities, or regulatory interpretation of these data and procedures may be unfavorable. Even if approved, product candidates may not be approved for all indications requested and such approval may be subject to limitations on the indicated uses for which the product may be marketed, restricted distribution methods or other limitations. Our business and reputation may be harmed by any failure or significant delay in obtaining regulatory approval for the sale of any of our product candidates. We cannot predict when or whether regulatory approval will be obtained for any product candidate we develop.

While we anticipate that LODOTRA will be marketed in additional countries as Mundipharma formulates its reimbursement strategy, the ability to market LODOTRA in additional countries will depend on Mundipharma’s ability to obtain regulatory and reimbursement approvals in these countries. Similarly, our ability to market DUEXIS outside of the United States will depend on obtaining regulatory and reimbursement approval in any country where DUEXIS may be marketed. However, certain countries have a very difficult reimbursement environment and we may not obtain reimbursement approval in all countries where DUEXIS may be marketed, or we may obtain reimbursement approval at a level that would make marketing DUEXIS in certain countries not viable.

RAVICTI is currently only approved for marketing in the United States and our ability to expand our market potential will depend in part on our ability to obtain additional marketing approvals outside the United States. This is particularly true due to our expectation that we will not pursue approval in the United States for the treatment of hepatic encephalopathy, or HE. On June 25, 2014 the European Medicines Agency, or EMA, accepted Hyperion’s marketing authorization application, commencing its review process which is expected to be completed in the fourth quarter of 2015 or the first quarter of 2016. Hyperion also submitted a New Drug Submission to Health Canada, or HC, for approval to market RAVICTI in Canada. However, in January 2015, Lucane Pharma announced that it had received approval from HC to market its taste-masked NaPBA granules in Canada. It is our understanding that in Canada only the first phenylbutyrate-containing product approved for any indication receives “data protection” which is similar to “orphan drug exclusivity” in the United States. Hyperion was notified by HC that RAVICTI is not eligible for data protection. If we cannot successfully appeal this decision to obtain data protection, the application for marketing approval in Canada may be withdrawn. Regardless, we cannot be assured that the applications to market RAVICTI in Europe and Canada will be approved nor can we be certain of the timelines for regulatory decisions to be made. If we are unable to obtain approvals for RAVICTI outside the United States or determine that commercializing RAVICTI outside the United States is not economically viable, the market potential of RAVICTI.

Our limited history of commercial operations makes evaluating our business and future prospects difficult, and may increase the risk of any investment in our ordinary shares.*

Following our acquisition of Vidara in September 2014, our acquisition of the U.S. rights to PENNSAID 2% from Nuvo in October 2014 and our acquisition of Hyperion in May 2015, we have seven products approved in the United States, one product with broad approval for commercial sale in Europe, another product approved only for commercial sale in the UK thus far and one product which is approved in additional territories, including Europe. RAYOS/LODOTRA has been approved in the United States and over 37 other countries, including Australia, Columbia and select countries within Europe and Asia. However, we have a limited history of marketing LODOTRA through our distribution partners, and LODOTRA is not yet marketed in all of the countries where it has been approved. We began the commercial sale of DUEXIS in the United States in November 2011, the commercial sale of RAYOS in the United States in the fourth quarter of 2012, the commercial sale of VIMOVO in the United States in the first quarter of 2014 and the commercial sale of ACTIMMUNE as a combined company with Vidara in September 2014. We began commercializing PENNSAID 2% in the United States in January 2015. RAVICTI was launched in the United States by Hyperion in the first quarter of 2013, and BUPHENYL was originally launched in 1996 prior to being acquired by Hyperion. We face considerable risks and difficulties as a company with limited commercial operating history, particularly as a global consolidated entity with operating subsidiaries that also have limited operating histories. If we do not successfully address these risks, our business, prospects, operating results and financial condition will be materially and adversely harmed. Our limited commercial operating history, including our limited history commercializing PENNSAID 2% and VIMOVO and, as a combined company, ACTIMMUNE, and lack of any history commercializing RAVICTI and BUPHENYL, makes it particularly difficult for us to predict our future operating results and appropriately budget for our expenses. In the event that actual results differ from our estimates or we adjust our estimates in future periods, our operating results and financial position could be materially affected. For example, we may underestimate the resources we will require to successfully integrate our commercial organization with and Hyperion’s, or to commercialize VIMOVO, ACTIMMUNE, PENNSAID 2%, BUPHENYL and RAVICTI within our organization or not realize the benefits we expect to derive from our recent acquisitions.
We have U.S. rights to ACTIMMUNE, PENNSAID 2% and VIMOVO but have no control over the activities of Boehringer Ingelheim to commercialize ACTIMMUNE outside the United States, Canada and Japan. AstraZeneca to commercialize VIMOVO outside of the United States or Nuvo or its licensees to commercialize PENNSAID 2% outside the United States, which could adversely impact commercialization of ACTIMMUNE, PENNSAID 2% and VIMOVO in the United States.*

AstraZeneca has retained its existing rights to VIMOVO in territories outside of the United States, including the right to use the VIMOVO name and related trademark. Similarly, Nuvo has retained its rights to PENNSAID 2% in territories outside of the United States and has announced its intention to seek commercialization partners outside the United States. We have little or no control over AstraZeneca’s activities with respect to VIMOVO outside of the United States or over Nuvo’s or its future commercial partners’ activities with respect to PENNSAID 2% outside of the United States, even though those activities could impact our ability to successfully commercialize PENNSAID 2% and VIMOVO in the United States. For example, Nuvo or its assignees or AstraZeneca or its assignees can make statements or use promotional materials with respect to PENNSAID 2% or VIMOVO, respectively, outside of the United States that are inconsistent with our positioning of the products in the United States, and could sell PENNSAID 2% or VIMOVO, respectively, in foreign countries, including Canada, at prices that are dramatically lower than the prices we charge in the United States. These activities and decisions, while occurring outside of the United States, could harm our commercialization strategy in the United States, in particular because AstraZeneca is continuing to market VIMOVO outside the United States under the same VIMOVO brand name that we are using in the United States. In addition, product recalls or safety issues with PENNSAID 2% or VIMOVO outside the United States, even if not related to the commercial product we sell in the United States, could result in serious damage to the brand in the United States and impair our ability to successfully market PENNSAID 2% and VIMOVO. We also rely on Nuvo and AstraZeneca or our assignees to provide us with timely and accurate safety information regarding the use of PENNSAID 2% or VIMOVO, respectively, outside of the United States, as we have or will have limited access to this information ourselves.

We rely on third parties to manufacture commercial supplies of all of our products, and we currently intend to rely on third parties to manufacture commercial supplies of any other approved products. The commercialization of any of our products could be stopped, delayed or made less profitable if those third parties fail to provide us with sufficient quantities of product or fail to do so at acceptable quality levels or prices or fail to maintain or achieve satisfactory regulatory compliance.*

The facilities used by our third-party manufacturers to manufacture our products and product candidates must be approved by the applicable regulatory authorities. We do not control the manufacturing processes of third-party manufacturers and are currently completely dependent on our third-party manufacturing partners sanofi-aventis U.S. LLC, or sanofi-aventis U.S., operating through Valeant Pharmaceuticals International, Inc., or Valeant, our manufacturing partner located in Laval, Canada for production of DUEXIS, and Jagotec AG, or Jagotec, a wholly-owned subsidiary of Skyepharma PLC, or Skyepharma, located in Lyon, France, for production of RAYOS/LODOTRA. In August 2011, Skyepharma leased their entire pharmaceutical manufacturing business to Aenova France SAS, or Aenova. As such, Aenova is now a subcontractor for Jagotec for the manufacture of RAYOS/LODOTRA, with our consent. Sanofi Winthrop Industrie in France has been qualified as a backup manufacturer for DUEXIS. Bayer Pharma AG, or Bayer, in Germany has been qualified as a backup manufacturer for RAYOS/LODOTRA. In December 2011, Valeant acquired Demik, a dermatology unit of sanofi-aventis U.S., which includes the Laval, Canada site. Although, Valeant has taken over management and operations at the Laval, Canada facility, our manufacturing agreement remains with sanofi-aventis U.S. We purchase the primary active ingredients for DUEXIS from BASF Corporation, or BASF, in Bishop, Texas and Dr. Reddy’s in India, and the primary active ingredient for RAYOS/LODOTRA from Tianjin Tianyao Pharmaceuticals Co., Ltd. in China and Sanofi Chimie in France.

In connection with our acquisition of the U.S. rights to VIMOVO, we entered into a long-term master manufacturing services and product agreement with Patheon Pharmaceuticals Inc., or Patheon, for the supply of finished VIMOVO product. We have entered into long-term supply agreements with Divis Laboratories Limited, or Divis, and Minakem Holding SAS, or Minakem, for the supply of the active pharmaceutical ingredients, or APIs, of VIMOVO. In addition, we are required to obtain AstraZeneca’s consent prior to engaging any third-party manufacturers for esomeprazole, one of the APIs in VIMOVO, other than the third-party manufacturer(s) used by AstraZeneca or its affiliates or licensees. To the extent such manufacturers are unwilling or unable to manufacture esomeprazole for us on commercially acceptable terms, we cannot guarantee that AstraZeneca would consent to our use of alternate sources of supply.

With respect to ACTIMMUNE, we rely on an exclusive supply agreement with Boehringer Ingelheim RCV GmbH & Co. KG, or Boehringer Ingelheim, for manufacturing and supply. However, Boehringer Ingelheim also manufactures interferon gamma 1-b to supply its own commercial needs in its licensed territory, and this may lead to capacity allocation issues and supply constraints to our company. Furthermore, we do not have a substitute supplier for ACTIMMUNE and the process of identifying a substitute supplier and getting that supplier approved by the applicable regulatory authorities for manufacture and packaging of ACTIMMUNE can be a lengthy and costly process. ACTIMMUNE is manufactured by starting with cells from working cell bank samples which are derived from a master cell bank. We and Boehringer Ingelheim separately store multiple vials of the master cell bank. In the event of catastrophic loss at our or Boehringer Ingelheim’s storage facility, it is possible that we could lose multiple cell banks and have the manufacturing capacity of ACTIMMUNE severely impacted by the need to substitute or replace the cell banks.
With respect to PENNSAID 2%, we rely on an exclusive supply agreement with Nuvo for manufacturing and supply. If Nuvo licenses its rights to PENNSAID 2% to commercialization partners outside of the United States, it is possible that Nuvo would also agree to manufacture and supply PENNSAID 2% for those partners. In that case, we would have no guarantee that fulfilling demand for PENNSAID 2% in territories outside the United States would impair Nuvo’s ability to supply us with our requested quantities of PENNSAID 2% in the United States. In addition, while our supply agreement with Nuvo provides for the qualification of additional manufacturing sites for PENNSAID 2%, we and Nuvo may not be successful in finding alternative manufacturers to supply PENNSAID 2% or agreeing to commercially reasonable terms with alternate suppliers. A key excipient used in PENNSAID as a penetration enhancer is dimethyl sulfoxide, or DMSO. We and Nuvo rely on a sole proprietary form of DMSO for which we maintain a substantial safety stock. However, should this supply become inadequate, damaged, destroyed or unusable, we and Nuvo may not be able to qualify a second source.

With respect to RAVICTI and BUPHENYL, we rely on third parties for the manufacture of clinical and commercial supplies. We have bulk drug substance for the production of clinical and commercial supplies of RAVICTI manufactured for us by Helsinn Advanced Synthesis SA (Switzerland) and DPx Fine Chemicals Austria GmbH on a purchase order basis. We have bulk drug substance for the production of clinical and commercial supplies of BUPHENYL manufactured for us by CU Chemie Uetikon GmbH (Germany).

If any of our third-party manufacturers cannot successfully manufacture material that conforms to our specifications and the applicable regulatory authorities’ strict regulatory requirements, or pass regulatory inspection, they will not be able to secure or maintain regulatory approval for the manufacturing facilities. In addition, we have no control over the ability of third-party manufacturers to maintain adequate quality control, quality assurance and qualified personnel. If the FDA or any other applicable regulatory authorities do not approve these facilities for the manufacture of our products or if they withdraw any such approval in the future, or if our suppliers or third-party manufacturers decide they no longer want to supply our primary active ingredients or manufacture our products, we may need to find alternative manufacturing facilities, which would significantly impact our ability to develop, obtain regulatory approval for or market our products. To the extent any third-party manufacturers that we engage with respect to our products are different from those currently being used for commercial supply in the United States, the FDA will need to approve the facilities of those third-party manufacturers used in the manufacture of our products prior to our sale of any product using these facilities.

Although we have entered into supply agreements for the manufacture of our products, our manufacturers may not perform as agreed or may terminate their agreements with us. Under our manufacturing and supply agreement with sanofi-aventis U.S., operating through Valeant, either we or sanofi-aventis U.S. may terminate the agreement upon an uncured breach by the other party or without cause upon two years prior written notice, so long as such notice is given after the third anniversary of the first commercial sale of DUEXIS. Under our master manufacturing services and product agreement with Patheon for finished VIMOVO product, either we or Patheon may terminate the agreement for uncured material breach by the other party or upon the other party’s bankruptcy or insolvency, we may terminate the agreement if any regulatory authority takes any action or raises any objection that prevents us from commercializing the VIMOVO product and Patheon may terminate the agreement if we assign our rights or obligations under the agreement to a competitor of Patheon or to a party that, in the reasonable opinion of Patheon, is not a credit worthy substitute for us, or in certain other circumstances where we assign the agreement without Patheon’s consent. Our manufacturing agreement with Boehringer Ingelheim has a term that runs until July 31, 2020, but the agreement may be terminated earlier by either us or Boehringer Ingelheim for an uncured material breach by the other party or upon the other party’s bankruptcy or insolvency. Under our manufacturing and supply agreement with Jagotec, either we or Jagotec may terminate the agreement in the event of an insolvency, liquidation or bankruptcy of the other party or upon an uncured breach by the other party. While we have the right to receive a continuing supply of RAVICTI and BUPHENYL from Jagotec for a period of 24 months after termination, we would need to move our manufacturing to our alternate supplier of RAVICTI and LODOTRA, Bayer, in such an event and we would have to qualify a new back-up manufacturer. The initial term of our supply agreement with Nuvo for PENNSAID 2% is through December 31, 2022, but the agreement may be terminated earlier by either party for any uncured material breach by the other party or its obligations under the supply agreement or upon the bankruptcy or similar proceeding of the other party. With respect to RAVICTI and BUPHENYL, we do not have any long-term commercial supply agreements in place for bulk drug product, and we rely on safety stock to mitigate the risk of our current suppliers electing to cease producing bulk drug product or ceasing to do so at acceptable prices and quality. However, we can provide no assurance that such safety stocks would be sufficient to avoid supply shortfalls in the event we have to identify and qualify new contract manufacturers, and we may not be able to enter into long-term supply agreements with any manufacturers with respect to bulk drug substance for RAVICTI or BUPHENYL.

In addition, we do not have the capability to package any of our products for distribution. Consequently, we have entered into an agreement with Temmler Werke GmbH, or Temmler, for packaging of RAVICTI and LODOTRA in certain European countries and in the United States, as well as any additional countries as may be agreed to by the parties. At the end of 2012, Temmler was
acquired by the Aenova Group. Valeant manufactures and supplies DUEXIS to us in final, packaged form for the United States as well as any additional countries as may be agreed to by the parties. Boehringer Ingelheim supplies final, packaged VIMOVO product pursuant to the master manufacturing services and product agreement we executed in connection with our acquisition of the U.S. rights to VIMOVO. Boehringer Ingelheim supplies final, packaged ACTIMMUNE to us and Nuvo is obligated to supply final, packaged PENNSAID 2% to us, in each case under exclusive supply agreements. We have clinical and commercial supplies of BUPHENYL finished product manufactured for us by Pharmaceuticals International, Inc. on a purchase order basis. We have clinical and commercial supplies of RAVICTI finished drug product manufactured by Lyne Laboratories, Inc. under a commercial supply agreement and have an agreement in place with Halo Pharmaceutical, Inc. to serve as a secondary finished drug product supplier for RAVICTI.

The manufacture of pharmaceutical products requires significant expertise and capital investment, including the development of advanced manufacturing techniques and process controls. Manufacturers of pharmaceutical products often encounter difficulties in production, particularly in scaling up and validating initial production. These problems include difficulties with production costs and yields, quality control, including stability of the product, quality assurance testing, shortages of qualified personnel, as well as compliance with strictly enforced federal, state and foreign regulations. Furthermore, if microbial, viral or other contaminations are discovered in the drug products or in the manufacturing facilities in which our products are made, such manufacturing facilities may need to be closed for an extended period of time to investigate and remedy the contamination. We cannot assure you that issues relating to the manufacture of any of our products will not occur in the future. Additionally, our manufacturers may experience manufacturing difficulties due to resource constraints or as a result of labor disputes or unstable political environments. If our manufacturers were to encounter any of these difficulties, or otherwise fail to comply with their contractual obligations, our ability to commercialize our products in the United States or provide any product candidates to patients in clinical trials would be jeopardized.

Any delay or interruption in our ability to meet commercial demand for our products will result in the loss of potential revenues and could adversely affect our ability to gain market acceptance for these products. In addition, any delay or interruption in the supply of clinical trial supplies could delay the completion of clinical trials, increase the costs associated with maintaining clinical trial programs and, depending upon the period of delay, require us to commence new clinical trials at additional expense or terminate clinical trials completely.

Failures or difficulties faced at any level of our supply chain could materially adversely affect our business and delay or impede the development and commercialization of any of our products or product candidates and could have a material adverse effect on our business, results of operations, financial condition and prospects.

We have experienced recent growth and expanded the size of our organization substantially in connection with our acquisition of the U.S. rights to VIMOVO in November 2013, our acquisition of Vidara in September 2014, our acquisition of the U.S. rights to PENNSAID 2% in October 2014 and our acquisition of Hyperion in May 2015, and we may experience difficulties in managing this growth as well as potential additional growth in connection with future product acquisitions or company acquisitions.

As of December 31, 2010, we employed approximately 40 full-time employees as a consolidated entity. In anticipation of the commercial launch of DUEXIS, we hired approximately 80 sales representatives during the period from September 2011 through October 2011. Recently, we further increased the size of our sales force in connection with our acquisition of PENNSAID 2% to a total of approximately 375 sales representatives. As of March 31, 2015 and December 31, 2014, we employed approximately 605 and 535 full-time employees, respectively, as a consolidated entity. As a result of the acquisition of Hyperion, we have experienced a further increase in headcount. We have also experienced, and may continue to experience, turnover of the sales representatives that we hired or will hire in connection with the commercialization of our products, requiring us to hire and train new sales representatives. Our management, personnel, systems and facilities currently in place may not be adequate to support this recent and anticipated growth, and we may not be able to retain or recruit qualified personnel in the future due to competition for personnel among pharmaceutical businesses.

As our commercialization plans and strategies continue to develop, we will need to continue to recruit and train sales and marketing personnel and expect to need to expand the size of our employee base for managerial, operational, financial and other resources as a result of our recent acquisitions of Vidara and PENNSAID 2%, as well as the acquisition of Hyperion. Our ability to manage any future growth effectively may require us to, among other things:

- continue to manage and expand the sales and marketing efforts for our existing products;
- enhance our operational, financial and management controls, reporting systems and procedures;
- expand our international resources;
- successfully identify, recruit, hire, train, maintain, motivate and integrate additional employees;
- establish and increase our access to commercial supplies of our products and product candidates;
expand our facilities and equipment; and

manage our internal development efforts effectively while complying with our contractual obligations to licensors, licensees, contractors, collaborators, distributors and other third parties.

In particular, the merger of our business with Vidara’s business is subject to numerous uncertainties and risks and will require significant efforts and expenditures. For example, we have transitioned from a standalone public Delaware corporation to being part of a combined company organized in Ireland. This combination has resulted in many changes, including significant changes in the corporate business and legal entity structure, the integration of Vidara and its personnel with us, and changes in systems. We are currently undertaking numerous complex transition activities, and we may encounter unexpected difficulties or incur unexpected costs, including:

- difficulties in achieving growth prospects from combining Vidara’s business with our business;
- difficulties in the integration of operations and systems;
- difficulties in the assimilation of employees and corporate cultures;
- challenges in preparing financial statements and reporting timely results at both a statutory level for multiple entities and jurisdictions and at a consolidated level for public reporting;
- challenges in keeping existing customers and obtaining new customers; and
- challenges in attracting and retaining key personnel.

If any of these factors impair our ability to continue to integrate our operations with those of Vidara successfully or on a timely basis, we may not be able to realize the business opportunities, growth prospects and anticipated tax synergies from combining the businesses. In addition, we may be required to spend additional time or money on integration that otherwise would be spent on the development and expansion of our business.

Our management may also have to divert a disproportionate amount of its attention away from day-to-day activities and towards managing these growth and integration activities. Our future financial performance and our ability to execute on our business plan will depend, in part, on our ability to effectively manage any future growth and our failure to effectively manage growth could have a material adverse effect on our business, results of operations, financial condition and prospects.

We may fail to realize all of the anticipated benefits of the acquisition of Hyperion or those benefits may take longer to realize than expected. We may also encounter significant difficulties in integrating Hyperion’s business into our operations.*

Our ability to realize the anticipated benefits of the acquisition of Hyperion will depend, to a large extent, on our ability to integrate Hyperion’s business into our existing operations. The combination of two independent businesses is a complex, costly and time-consuming process that will require significant management attention and resources. The integration process may disrupt the businesses and, if implemented ineffectively, would limit the expected benefits to us of the acquisition of Hyperion. The failure to meet the challenges involved in integrating the two businesses and to realize the anticipated benefits of the acquisition of Hyperion could cause an interruption of, or a loss of momentum in, the activities of the combined company and could adversely affect the results of operations of the combined company.

In addition, the overall integration of the businesses may result in material unanticipated problems, expenses, liabilities, competitive responses, loss of customer and other business relationships, and diversion of management’s attention. The difficulties of combining the operations of the companies include, among others:

- the diversion of management’s attention to integration matters;
- difficulties in achieving anticipated cost savings, synergies, business opportunities and growth prospects from the combination;
- difficulties in the integration of operations and systems;
- conforming standards, controls, procedures and accounting and other policies, business cultures and compensation structures between the two companies;
- difficulties in the assimilation of employees and corporate cultures;
- potential unknown liabilities, adverse consequences and unforeseen increased expenses associated with the Acquisition; and
- challenges in attracting and retaining key personnel.
Many of these factors will be outside of our control and any one of these factors could result in increased costs, decreases in the amount of expected revenues and additional diversion of management’s time and energy, which could materially adversely impact the business, financial condition and results of operations of the combined company. In addition, even if the operations of our business and Hyperion’s business are integrated successfully, the full benefits of the acquisition of Hyperion may not be realized, including the synergies, cost savings, revenue growth or other benefits that are expected. These benefits may not be achieved within the anticipated time frame, or at all. Further, additional unanticipated costs may be incurred in the integration of our business with Hyperion’s business. All of these factors could cause dilution to our earnings per share, decrease or delay the expected accretive effect of the Acquisition, and negatively impact the price of our ordinary shares. As a result, we cannot provide any assurance that acquisition of Hyperion will result in the realization of the full benefits anticipated from the transactions.

If we are unable to effectively train and equip our sales force, our ability to successfully commercialize our products in the United States will be harmed.*

As DUEXIS and RAYOS were not fully commercially launched in the United States until January 2012 and January 2013, respectively, and we did not begin commercializing VIMOVO and PENNSAID 2% in the United States until the first quarter of 2014 and 2015, respectively, the members of our sales force have limited experience promoting the products. In addition, while the members of our sales force promoting ACTIMMUNE were previously promoting the product prior to our acquisition of Vidara, we have limited experience marketing ACTIMMUNE under our commercial organization. Likewise, while we have retained the substantial majority of Hyperion’s sales force promoting RACTIVI and BUPHENYL, we may not be successful in continuing to retain these employees and we otherwise have no experience marketing these products under our commercial organization. As a result, we are required to expend significant time and resources to train our sales force to be credible and persuasive in convincing physicians to prescribe and pharmacists to dispense our products. In addition, we must train our sales force to ensure that a consistent and appropriate message about our products is being delivered to our potential customers. Our sales representatives may also experience challenges promoting multiple products when we call on physicians and their office staff. This is particularly true with respect to DUEXIS, since VIMOVO is approved for similar indications and prescribed to similar patients, and prior to 2014, our sales representatives had been incentivized to increase DUEXIS market share at the expense of VIMOVO. We have also experienced, and may continue to experience, turnover of the sales representatives that we hired or will hire, requiring us to train new sales representatives. As a result of the managed care environment and pharmacies switching patient’s prescriptions to a generic or over the counter brand, we have had to adjust the profile of the sales representatives we hire from the traditional pharmaceutical representative to a representative with business to business experience that is focused on the total office call in order to protect the prescription the physician has written and ensure the patient receives what their doctor ordered. If we are unable to effectively train our sales force and equip them with effective materials, including medical and sales literature to help them inform and educate potential customers about the benefits of our products and their proper administration and label indication, as well as our PME program, our efforts to successfully commercialize our products could be put in jeopardy, which could have a material adverse effect on our financial condition, share price and operations.

We face significant competition from other biotechnology and pharmaceutical companies, including those marketing generic products and our operating results will suffer if we fail to compete effectively.*

The biotechnology and pharmaceutical industries are intensely competitive. We have competitors both in the United States and international markets, including major multinational pharmaceutical companies, biotechnology companies and universities and other research institutions. Many of our competitors have substantially greater financial, technical and other resources, such as larger research and development staff, experienced marketing and manufacturing organizations and well-established sales forces. Additional consolidations in the biotechnology and pharmaceutical industries may result in even more resources being concentrated in our competitors and we will have to find new ways to compete and may have to potentially merge with or acquire other businesses to stay competitive. Competition may increase further as a result of advances in the commercial applicability of technologies and greater availability of capital for investment in these industries. Our competitors may succeed in developing, acquiring or in-licensing on an exclusive basis, products that are more effective and/or less costly than our products.

DUEXIS and VIMOVO face competition from Celebrex®, marketed by Pfizer, and several other branded NSAIDs. DUEXIS and VIMOVO also face significant competition from the separate use of NSAIDs for pain relief and GI protective medications to reduce the risk of NSAID-induced upper GI ulcers. Both NSAIDs and GI protective medications are available in generic form and may be less expensive to use separately than DUEXIS or VIMOVO. PENNSAID 2% faces competition from generic versions of PENNSAID 1.5% that are priced significantly less than the price we charge for PENNSAID 2% and Voltaren Gel, marketed by Endo Pharmaceuticals Solutions Inc., or Endo Pharmaceuticals, which is the market leader in the topical NSAID category. Legislation enacted in most states in the United States allows or, in some instances mandates, that a pharmacist dispense an available generic equivalent when filling a prescription for a branded product, in the absence of specific instructions from the prescribing physician. Because pharmacists often have economic and other incentives to prescribe lower-cost generics, if physicians prescribe DUEXIS, PENNSAID 2% or VIMOVO, those prescriptions may not result in sales. If we are unsuccessful in convincing physicians to complete prescriptions through our PME program or otherwise provide prescribing instructions prohibiting the substitution of generic ibuprofen and famotidine separately as a substitution for DUEXIS or generic naproxen and
branded Nexium® (esomeprazole) as a substitute for VIMOVO or generic PENNSAID 1.5% as a substitute for PENNSAID 2%, sales of DUEXIS, PENNSAID 2% and VIMOVO may suffer despite any success we may have in promoting DUEXIS, PENNSAID 2% or VIMOVO to physicians. In addition, other product candidates that contain ibuprofen and famotidine in combination or naproxen and esomeprazole in combination, while not currently known to us, may be developed and compete with DUEXIS or VIMOVO, respectively, in the future.

On February 15, 2012, we received a Paragraph IV Patent Certification from Par Pharmaceutical, Inc. advising that Par Pharmaceutical, Inc. had filed an Abbreviated New Drug Application, or ANDA, for the FDA for a generic version of DUEXIS, containing 800 mg of ibuprofen and 26.6 mg of famotidine. We subsequently filed patent infringement lawsuits against Par Pharmaceutical, Inc. and Par Pharmaceutical Companies, Inc., or collectively Par, relating to the ANDA and Par’s intention to market a generic version of DUEXIS. On August 21, 2013, we entered into a settlement agreement, or the Par settlement agreement, and license agreement, or the Par license agreement, with Par relating to the patent infringement litigation. The Par settlement agreement provides for a full settlement and release by both us and Par of all claims that were or could have been asserted in the litigation and that arise out of the specific patent issues that were the subject of the litigation, including all resulting damages or other remedies. Par retains the ability to challenge the enforceability and validity of the asserted patents as they relate to products other than DUEXIS.

Under the Par license agreement, we granted Par a non-exclusive license (that is only royalty-bearing in some circumstances), or the License, to manufacture and commercialize Par’s generic version of DUEXIS in the United States after the generic entry date and to take steps necessary to develop inventory of, and obtain regulatory approval for, but not commercialize, Par’s generic version of DUEXIS prior to the generic entry date. The License covers all patents owned or controlled by us during the term of the Par license agreement that would, absent the License, be infringed by the manufacture, use, sale, offer for sale, or importation of Par’s generic version of DUEXIS in the United States. Unless terminated sooner pursuant to the terms of the Par license agreement, the License will continue until the last to expire of the licensed patents and/or applicable periods of regulatory exclusivity.

Under the Par license agreement, the generic entry date is January 1, 2023; however, Par may be able to enter the market earlier in certain circumstances. Such events relate to the resolution of potential future third party DUEXIS patent litigation, the entry of other third party generic versions of DUEXIS or certain specific changes in DUEXIS market conditions. Only in the event that Par enters the DUEXIS market due to the specified changes in DUEXIS market conditions will the License become royalty-bearing, with the royalty obligations ceasing upon the occurrence of one of the other events that would have allowed Par to enter the DUEXIS market.

Under the Par license agreement, we also agreed, on our behalf and on behalf of our affiliates, not to sue or assert any claim against Par for infringement of any patent or patent application owned or controlled by us during the term of the Par license agreement based on the manufacture, use, sale, offer for sale, or importation of Par’s generic version of DUEXIS in the United States.

The Par license agreement may be terminated by us if Par commits a material breach of the agreement that is not cured or curable within 30 days after we provide notice of the breach. We may also terminate the Par license agreement immediately if Par or any of its affiliates initiate certain challenges to the validity or enforceability of any of the licensed patents or their foreign equivalents. In addition, the Par license agreement will terminate automatically upon termination of the Par settlement agreement.

On July 15, 2013, we received a Paragraph IV Patent Certification from Watson Laboratories, Inc.—Florida, known as Actavis Laboratories FL, Inc., or Watson, advising that Watson had filed an ANDA with the FDA for a generic version of RAYOS, containing up to 5 mg of prednisone. Watson has not advised us as to the timing or status of the FDA’s review of its filing. On August 26, 2013, we, together with Jagotec, filed suit in the United States District Court for the District of New Jersey against Watson, Actavis Pharma, Inc., Andrx Corp., and Actavis, Inc., or collectively WLF, seeking an injunction to prevent the approval of the ANDA. The lawsuit alleges that WLF has infringed U.S. Patent Nos. 6,488,960, 6,677,326, 8,168,218, 8,309,124 and 8,394,407 by filing an ANDA seeking approval from the FDA to market generic versions of RAYOS containing 1 mg, 2 mg and 5 mg of prednisone prior to the expiration of the patents. The subject patents are listed in the FDA’s Approved Drug Products with Therapeutic Equivalence Evaluations, commonly known as the Orange Book. The commencement of the patent infringement lawsuit stays, or bars, FDA approval of WLF’s ANDA for 30 months or until an earlier district court decision that the subject patents are not infringed or are invalid. We, together with Jagotec, have granted WLF a covenant not to sue with respect to US Patent Nos. 6,677,326 and 8,168,218, respectively, and accordingly these patents have been dismissed from the lawsuit. The court held a claim construction hearing on October 16, 2014, and issued its opinion and order on claim construction on November 10, 2014, adopting our proposed construction of both of the disputed claim terms. The court has scheduled expert discovery in the WLF action to be completed by June 2, 2015, and has set the pretrial conference for September 10, 2015. The trial date will be set following the pretrial conference.
On September 12, 2013, we received a Paragraph IV Patent Certification from Par Pharmaceutical, Inc. advising that Par Pharmaceutical, Inc. had filed an ANDA with the FDA for a generic version of RAYOS containing up to 5 mg of prednisone. On October 22, 2013, we, together with Jagotec, filed suit in the United States District Court for the District of New Jersey against Par seeking an injunction to prevent the approval of the ANDA. The lawsuit alleged that Par had infringed U.S. Patent Nos. 6,488,960, 6,677,326, 8,168,218, 8,309,124 and 8,394,407 by filing an ANDA seeking approval from the FDA to market generic versions of RAYOS prior to the expiration of the patents. The subject patents are listed in the FDA’s Orange Book. On November 20, 2013, we were notified by counsel for Par that Par Pharmaceutical, Inc. had elected to withdraw its ANDA with the FDA for a generic version of RAYOS containing 2 mg and 5 mg of prednisone. On December 5, 2013, we entered into a Stipulation of Dismissal with Par Pharmaceutical, Inc. whereby Par Pharmaceutical, Inc. agreed to withdraw its application to market a generic version of RAYOS.

On November 13, 2014, we received a Paragraph IV Patent Certification from Watson advising that Watson had filed an ANDA with the FDA for a generic version of PENNSAID 2%. Watson has not advised us as to the timing or status of the FDA’s review of its filing. On December 23, 2014, we filed suit in the United States District Court for the District of New Jersey against Watson seeking an injunction to prevent the approval of the ANDA. The lawsuit alleges that Watson has infringed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,741,956 from Paddock Laboratories, LLC, or Paddock, advising that Paddock had filed an ANDA with the FDA for a generic version of PENNSAID 2%. On January 9, 2015, we received from Paddock another Paragraph IV Patent Certification against newly Orange Book listed U.S. Patent No. 8,871,809. On January 13, 2015 and January 14, 2015, we filed suits in the United States District Court for the District of New Jersey and the United States District Court for the District of Delaware, respectively, against Paddock seeking an injunction to prevent the approval of the ANDA. The lawsuits alleged that Paddock has infringed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,871,809 by filing an ANDA seeking approval from the FDA to market generic versions of PENNSAID 2% prior to the expiration of the patents. The subject patents are listed in the FDA’s Orange Book. The commencement of the patent infringement lawsuit stays, or bars, FDA approval of Watson’s ANDA for 30 months or until an earlier district court decision that the subject patents are not infringed or are invalid. The court has not yet set a trial date for the Watson action.

On December 2, 2014, we received a Paragraph IV Patent Certification against Orange Book listed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,741,956 from Paddock Laboratories, LLC, or Paddock, advising that Paddock had filed an ANDA with the FDA for a generic version of PENNSAID 2%. On January 9, 2015, we received from Paddock another Paragraph IV Patent Certification against newly Orange Book listed U.S. Patent No. 8,871,809. On January 13, 2015 and January 14, 2015, we filed suits in the United States District Court for the District of New Jersey and the United States District Court for the District of Delaware, respectively, against Paddock seeking an injunction to prevent the approval of the ANDA. The lawsuits alleged that Paddock has infringed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,871,809 by filing an ANDA seeking approval from the FDA to market generic versions of PENNSAID 2% prior to the expiration of the patents.

Under the Perrigo settlement agreement, we granted Perrigo a non-exclusive license to manufacture and commercialize Perrigo’s generic version of PENNSAID 2% in the United States after the license effective date (as defined below) and to take steps necessary to develop inventory of, and prepare to commercialize, Perrigo’s generic version of PENNSAID 2% during certain limited periods prior to the license effective date.

Under the Perrigo settlement agreement, the license effective date is January 10, 2029; however, Perrigo may be able to enter the market earlier in certain circumstances. Such events relate to the resolution of any other third party PENNSAID 2% patent litigation, the entry of other third party generic versions of PENNSAID 2% or certain substantial reductions in our PENNSAID 2% shipments over specified periods of time.

Under the Perrigo settlement agreement, we also agreed not to sue or assert any claim against Perrigo for infringement of any patent or patent application owned or controlled by us during the term of the Perrigo settlement agreement based on the manufacture, use, sale, offer for sale, or importation of Perrigo’s generic version of PENNSAID 2% in the United States.

In certain circumstances following the entry of other third party generic versions of PENNSAID 2%, we may be required to supply Perrigo PENNSAID 2% as our authorized distributor of generic PENNSAID 2%, with us receiving specified percentages of any net sales by Perrigo. We also agreed that if we enter into any similar agreements with other parties with respect to generic versions of PENNSAID 2%, we will amend the Perrigo settlement agreement to provide Perrigo with terms that are no less favorable than those provided to the other parties.

Currently, patent litigation is pending in the United States District Court for the District of New Jersey against four generic companies intending to market VIMOVO before the expiration of patents listed in the Orange Book. These cases are in the United States District Court for the District of New Jersey and have been consolidated for discovery purposes. They are collectively known as the VIMOVO cases, and involve the following sets of defendants: (i) Dr. Reddy’s Laboratories Inc. and Dr. Reddy’s Laboratories Ltd., or collectively Dr. Reddy’s; (ii) Lupin Limited and Lupin Pharmaceuticals Inc., or collectively Lupin; (iii) Mylan Pharmaceuticals Inc., Mylan Laboratories Limited, and Mylan Inc., or collectively Mylan; and (iv) Watson Laboratories, Inc.—Florida, known as Actavis Laboratories FL, Inc. and Actavis Pharma, Inc., or collectively Actavis. Patent litigation in the United States District Court for the District of New Jersey against a fifth generic company, Anchen Pharmaceuticals Inc., or Anchen, was dismissed on June 9, 2014 after Anchen recertified under Paragraph III. We understand that Dr. Reddy’s has entered into a settlement with AstraZeneca with respect to patent rights directed to Nexium for the commercialization of VIMOVO, and that according to the settlement agreement, Dr. Reddy’s is now able to commercialize VIMOVO under AstraZeneca’s Nexium patent rights. The settlement agreement, however, has no effect on the Pozen VIMOVO patents, which are still the subject of patent litigations. As part of our acquisition of the U.S. rights to VIMOVO, we have taken over and are responsible for the patent litigations that include the Pozen patents licensed to us under the amended and restated collaboration and license agreement for the United States with Pozen, or the Pozen license agreement.

The VIMOVO cases were filed on April 21, 2011, July 25, 2011, October 28, 2011, January 4, 2013, May 10, 2013, June 28, 2013 and October 23, 2013 and collectively include allegations of infringement of U.S. Patent Nos. 6,926,907 and 8,557,285. The Company understands the cases arise from Paragraph IV Notice Letters providing notice of the filing of ANDAs with the FDA seeking regulatory approval to market generic versions of VIMOVO before the expiration of the patents-in-suit. The Company understands that the Dr. Reddy’s notice letters were dated March 11, 2011, November 20, 2012 and April 20, 2015; the Lupin notice letters were dated June 10, 2011 and March 12, 2014; the Mylan notice letters were dated May 16, 2013 and February 9, 2015; the Actavis notice letters were dated March 29, 2013 and November 5, 2013; and the Anchen notice letter was dated September 16, 2011. The court has issued a claims construction order and has set a pretrial schedule but has not yet set a trial date.

On February 25, 2015, Dr. Reddy’s Laboratories, Inc. filed a Petition for Inter Partes Review of U.S. Patent No. 8,557,285, one of the patents in litigation in the above referenced VIMOVO cases. The Patent Trial and Appeal Board has not yet issued a decision with regard to whether or not the Inter Partes Review will be instituted.
On or about December 19, 2014, we filed a Notice of Opposition to a European patent, EP 2611457, to Roberto Testi, et al., covering compositions and methods for treating FA with interferon gamma, e.g., ACTIMMUNE. In the EU, the grant of a patent may be opposed by one or more private parties.

On February 2, 2015, we received a Paragraph IV Patent Certification against Orange Book listed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, 8,741,956, and 8,871,809 from Taro Pharmaceuticals USA, Inc. and Taro Pharmaceutical Industries, Ltd., or collectively Taro, advising that Taro had filed an ANDA with the FDA for a generic version of PENNSAID 2%. Taro has not advised us as to the timing or status of the FDA’s review of its filing. On March 12, 2015, we filed suit in the United States District Court for the District of New Jersey against Taro seeking an injunction to prevent the approval of the ANDA. The lawsuit alleges that Taro has infringed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,871,809 by filing an ANDA seeking approval from the FDA to market generic versions of PENNSAID 2% prior to the expiration of the patents. The subject patents are listed in the FDA’s Orange Book. The commencement of the patent infringement lawsuit stays, or bars, FDA approval of Taro’s ANDA for 30 months or until an earlier district court decision that the subject patents are not infringed or are invalid. The court has not yet set a trial date for the Taro action.

On March 18, 2015, we received a Paragraph IV Patent Certification against Orange Book listed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, 8,741,956, and 8,871,809 from Lupin Limited advising that Lupin Limited had filed an ANDA with the FDA for generic version of PENNSAID 2%. Lupin Limited has not advised us as to the timing or status of the FDA’s review of its filing. On April 30, 2015, we filed suit in the United States District Court for the District of New Jersey against Lupin, seeking an injunction to prevent the approval of the ANDA. The lawsuit alleges that Lupin has infringed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,871,809 by filing an ANDA seeking approval from the FDA to market generic versions of PENNSAID 2% prior to the expiration of the patents. The subject patents are listed in the FDA’s Orange Book. The commencement of the patent infringement lawsuit stays, or bars, FDA approval of Lupin’s ANDA for 30 months or until an earlier district court decision that the subject patents are not infringed or are invalid. The court has not yet set a trial date for the Lupin action.

On March 17, 2014, Hyperion received notice from Par Pharmaceutical, Inc. that it had filed an ANDA with the FDA seeking approval for a generic version of our product RAVICTI. The ANDA contained a Paragraph IV Patent Certification alleging that two of the patents covering RAVICTI, U.S. Patent No. 8,404,215, titled “Methods of therapeutic monitoring of nitrogen scavenging drugs,” which expires in March 2032, and U.S. Patent No. 8,642,012, titled “Methods of treatment using ammonia scavenging drugs,” which expires in September 2030, are invalid and/or will not be infringed by Par’s manufacture, use or sale of the product for which the ANDA was submitted. Par Pharmaceutical, Inc. did not challenge the validity, enforceability, or infringement of our primary composition of matter patent for RAVICTI, U.S. Patent No. 5,968,979 titled “Triglycerides and ethyl esters of phenylalkanoic acid and phenylalkanoic acid useful in treatment of various disorders,” which would have expired on February 7, 2015, but as to which Hyperion was granted an interim term of extension until February 7, 2016. Hyperion filed suit against Par Pharmaceutical, Inc. on April 23, 2014 and we have taken over and are responsible for this patent litigation.

On April 29, 2015, Par filed petitions for IPR of the ’215 patent and the ’012 patent. The Patent Trial and Appeal Board has not yet issued a decision with regard to whether or not the IPRs will be instituted.

If we are unsuccessful in any of the on-going patent litigations, we will likely face generic competition with respect to VIMOVO, PENNSAID 2% and/or RAYOS and our sales of VIMOVO, PENNSAID 2% and/or RAYOS will be substantially harmed. If Par Pharmaceutical, Inc. were to prevail in the patent litigation with respect to RAVICTI and its ANDA were to receive FDA approval, RAVICTI would likely face generic competition in the United States when its orphan exclusivity expires (currently scheduled to occur in February 2020), and its sales would likely materially decline.

ACTIMMUNE is the only product currently approved by the FDA specifically for the treatment for CGD and SMO. While there are additional or alternative approaches used to treat patients with CGD and SMO, there are currently no products on the market that compete directly with ACTIMMUNE. The current clinical standard of care to treat CGD patients in the United States is the use of concomitant “triple prophylactic therapy” comprising ACTIMMUNE, an oral antibiotic agent and an oral antifungal agent. However, the FDA-approved labeling for ACTIMMUNE does not discuss this “triple prophylactic therapy,” and physicians may choose to prescribe one or both of the other modalities in the absence of ACTIMMUNE. Because of the immediate and life-threatening nature of SMO, the preferred treatment option for SMO is often to have the patient undergo a bone marrow transplant which, if successful, will likely obviate the need for further use of ACTIMMUNE in that patient. We are aware of a number of research programs investigating the potential of gene therapy as a possible cure for CGD. Additionally, other companies may be pursuing the development of products and treatments that target the same diseases and conditions which ACTIMMUNE is currently approved to treat. As a result, it is possible that our competitors may develop new products that manage CGD or SMO more effectively, cost less or possibly even cure CGD or SMO. In addition, U.S. healthcare legislation passed in March 2010 authorized the FDA to approve biological products, known as biosimilars, that are similar to or interchangeable with previously approved biological products, like ACTIMMUNE, based upon potentially abbreviated data packages. Biosimilars are likely to be sold at substantially lower prices than branded products because the biosimilar manufacturer would not have to recoup the research and development and marketing costs associated with the branded product. The development and commercialization of any competing products or the discovery of any new alternative treatment for CGD or SMO could have a material adverse effect on sales of ACTIMMUNE and its profitability.

BUPHENYL’s composition of matter patent protection and orphan drug exclusivity have expired. Because BUPHENYL has no regulatory exclusivity or listed patents, there is nothing to prevent a competitor from submitting an ANDA for a generic version of BUPHENYL and receiving FDA approval. In November 2011, Ampolgen Pharmaceuticals, LLC received FDA approval for a generic version of NaPBA tablets, which may compete with RAVICTI and BUPHENYL in treating UCD. In
March 2013, SigmaPharm Laboratories, LLC received FDA approval for a generic version of NaPBA powder, which competes with BUPHENYL and may compete with RAVICTI in treating UCD. In July 2013, Lucane received marketing approval from the EMA for taste-masked NaPBA and has announced a distribution partnership in Canada. In January 2015, Lucane announced it had received marketing approval for its taste masked NaPBA in Canada. We believe Lucane is also seeking approval via an ANDA in the United States. If this ANDA is approved, this formulation may compete with RAVICTI and BUPHENYL in treating UCD in the United States. Generic versions of BUPHENYL to date have been priced at a discount relative to BUPHENYL or RAVICTI, and physicians, patients, or payors may decide that this less expensive alternative is preferable to BUPHENYL and RAVICTI. If this occurs, sales of BUPHENYL and/or RAVICTI could be materially reduced, but we would nevertheless be required to make royalty payments to Ucyclyd, and Brusilow Enterprises, LLC, or Brusilow, at the same royalty rates. While Ucyclyd and its affiliates are generally contractually prohibited from developing or commercializing new products, anywhere in the world, for the treatment of UCD or HE, which are chemically similar to RAVICTI, they may still develop and commercialize products that compete with RAVICTI. For example, products approved for indications other than UCD and HE may still compete with RAVICTI if physicians prescribe such products off-label for UCD or HE. We are also aware that Orphan Europe is conducting a clinical trial of arginase acid to treat some of the UCD enzyme deficiencies for which RAVICTI was approved. Promethera has successfully completed Phase I/II trials of its cell-based therapy for the treatment of UCD and plans to conduct a Phase IIb/III clinical trial. Aeglea Biotherapeutics, Inc., or Aeglea Biotherapeutics, has a degrading enzyme treatment in preclinical development for arginase 1 deficiency. Carglumic acid is approved for maintenance therapy for chronic hyperammonemia and to treat HA crises in N-acetylglutamate synthase deficiency, a rare UCD subtype, and is sold under the name Carbaglu. If the results of this trial are successful and Orphan Europe is able to complete development and obtain approval of Carbaglu to treat additional UCD enzyme deficiencies, RAVICTI would face additional competition from this compound.

The availability and price of our competitors’ products could limit the demand, and the price we are able to charge, for our products. We will not successfully execute on our business objectives if the market acceptance of our products is inhibited by price competition, if physicians are reluctant to switch from existing products to our products, or if physicians switch to other new products or choose to reserve our products for use in limited patient populations.

In addition, established pharmaceutical companies may invest heavily to accelerate discovery and development of novel compounds or to in-license and develop novel compounds that could make our products obsolete. Our ability to compete successfully with these companies and other potential competitors will depend largely on our ability to leverage our experience in clinical, regulatory and commercial development to:

- develop, acquire or in-license medicines that are superior to other products in the market;
- attract qualified clinical, regulatory, and sales and marketing personnel;
- obtain patent and/or other proprietary protection for our products and technologies;
- obtain required regulatory approvals; and
- successfully collaborate with pharmaceutical companies in the discovery, development and commercialization of new product candidates.

If we are unable to maintain or realize the benefits of orphan drug exclusivity for RAVICTI for the treatment of UCD in the United States, we may face increased competition.*

Under the Orphan Drug Act of 1983, the FDA may designate a product as an orphan drug if it is a drug intended to treat a rare disease or condition affecting fewer than 200,000 people in the United States. A company that first obtains FDA approval for a designated orphan drug for the specified rare disease or condition receives orphan drug marketing exclusivity for that drug for a period of seven years from the date of its approval. RAVICTI was granted orphan drug exclusivity by the FDA in May 2013, which we expect will provide the drug with orphan drug marketing exclusivity in the United States until February 2020, seven years from the date of its approval. However, despite orphan drug exclusivity, the FDA can still approve another drug containing the same active ingredient and used for the same orphan indication if it determines that a subsequent drug is safer, more effective or makes a major contribution to patient care, and orphan exclusivity can be lost if the orphan drug manufacturer is unable to assure that a sufficient quantity of the orphan drug is available to meet the needs of patients with the rare disease or condition. Orphan drug exclusivity may also be lost if the FDA later determines that the initial request for designation was materially defective. In addition, orphan drug exclusivity does not prevent the FDA from approving competing drugs for the same or similar indication containing a different active ingredient. If orphan drug exclusivity is lost and we were unable to successfully enforce any remaining patents covering RAVICTI, we could be subject to generic competition and revenues from RAVICTI could decrease materially. In addition, if a subsequent drug is approved for marketing for the same or a similar indication as RAVICTI despite orphan drug exclusivity we may face increased competition and lose market share with respect to RAVICTI. RAVICTI does not have orphan drug exclusivity in the EU or other regions of the world.
Our business operations may subject us to numerous commercial disputes, claims and/or lawsuits.*

Operating in the pharmaceutical industry, particularly the commercialization of pharmaceutical products, involves numerous commercial relationships, complex contractual arrangements, uncertain intellectual property rights, potential product liability and other aspects that create heightened risks of disputes, claims and lawsuits. In particular, we may face claims related to the safety of our products, intellectual property matters, employment matters, tax matters, commercial disputes, competition, sales and marketing practices, environmental matters, personal injury, insurance coverage and acquisition or divestiture-related matters. Any commercial dispute, claim or lawsuit may divert management’s attention away from our business, we may incur significant expenses in addressing or defending any commercial dispute, claim or lawsuit, and we may be required to pay damage awards or settlements or become subject to equitable remedies that could adversely affect our operations and financial results.

We are currently in litigation with multiple generic drug manufacturers regarding intellectual property infringement. For example, we are currently involved in Hatch Waxman litigation with generic drug manufacturers related to RAYOS and VIMOVO and have assumed responsibility for the on-going Hatch Waxman litigation with Par related to RAVICTI. Litigation related to these disputes may be costly and time-consuming and could materially and adversely impact our financial position and results of operations if resolved against us.

Similarly, from time to time we are involved in disputes with distributors, PBMs and licensing partners regarding our rights and performance of obligations under contractual arrangements. For example, we previously entered into a rebate agreement with a PBM, pursuant to which we were required to pay certain rebates on certain of our products that were reimbursed by health plans contracting with the PBM with respect to their formularies. In 2014, we sent a notice alerting the PBM of certain material breaches by the PBM under the agreement and indicating that the agreement would automatically terminate if the material breaches were not cured within 30 days. Among other things, the breaches by the PBM involved repeated invoices that included claims for rebates which were not eligible for payment under the agreement. Following the 30-day period, during which the PBM did not take action to cure the breaches or formally respond to the notice, we sent another notice informing the PBM that the agreement was terminated as of the end of the 30-day period in accordance with its terms and we ceased paying further rebates under the agreement. On November 6, 2014 and March 9, 2015, we received letters from the PBM asserting that the breaches we alleged in our termination notice were not material breaches and therefore the agreement was not terminated and remains in effect. In addition, the PBM has claimed that we owe approximately $68 million in past price protection and utilization rebates related to VIMOVO and DUEXIS and further rebates on sales of VIMOVO and DUEXIS continuing after the date we believe the agreement was terminated. The substantial majority of these rebate claims relate to price protection rebates on VIMOVO which we believe are precluded under the agreement, particularly because VIMOVO was not covered under the agreement until after we had established an initial price for VIMOVO under one of our National Drug Codes, or NDCs. Based upon the terms of the agreement and the PBM’s actions, we believe that the PBM’s claims in its November 6, 2014 and March 9, 2015 letters are without merit and we intend to vigorously defend against them. However, we cannot predict the outcome of this dispute, including whether it will result in litigation. If we are unsuccessful in defending against the PBM’s claims, and in light of the significant number of health plans that contract with the PBM, we could be forced to make substantial payments to the PBM for past and/or future rebates, at least through 2014. While the stated term of the agreement was through 2015, even if the PBM successfully argued that we did not validly terminate the contract due to material breach, we do not expect that we would owe further rebates in 2015 based on certain actions of the PBM. We also believe that we may have claims for damages that we could assert against the PBM. In any event, resolving the dispute with the PBM or being subject to related litigation may be costly and time-consuming and could materially and adversely impact our financial position and results of operations if resolved against our company.

On June 12, 2014, Hyperion acquired Andromeda Biotech Ltd., or Andromeda, an Israeli company developing DiaPep277 for the treatment of recent onset Type 1 diabetes, from Clal Biotechnology Industries Ltd., or CBI. On September 8, 2014, Hyperion announced the termination of further development of DiaPep277 beyond completion of the ongoing clinical trial as a result of evidence Hyperion uncovered that certain employees of Andromeda engaged in serious misconduct that compromised clinical trial results. Hyperion subsequently terminated the Andromeda employees involved in the misconduct and became involved in a legal dispute with CBI related to Andromeda. On February 16, 2015 Hyperion reached an agreement with CBI and Yeda Research and Development Company Ltd., or Yeda, the company from which Andromeda licenses the underlying DiaPep277 technology, to resolve DiaPep277-related claims against one another, and Hyperion granted CBI an option to acquire all of the outstanding stock of Andromeda. In connection with the agreement, the parties appointed a steering committee to oversee the completion of an on-going clinical trial of DiaPep277 with representatives of CBI and Yeda and a non-voting member appointed by Hyperion. Also on February 16, 2015, Hyperion entered into a release with Evotec International GmbH, or Evotec, pursuant to which Evotec released its previously asserted claims that it was entitled to a milestone payment from Hyperion in connection with Hyperion’s acquisition of Andromeda and that it had suffered harm from recent incidents in relation to DiaPep277 in exchange for a payment of $500,000 from Hyperion. In connection with the closing, CBI transferred to Hyperion beneficiary ownership of 96,612 shares of Hyperion common stock, which now represent the right to receive cash in connection with our acquisition of Hyperion. CBI cannot complete the transfer until it obtains a valid tax certificate from the tax authority in Israel exempting CBI from an obligation to withhold Israeli taxes in connection with the transfer. It is possible that this transfer will be delayed and it is possible we may owe taxes in Israel in connection with this transfer.
Although the Andromeda release agreements resolved the disputes among the parties relating to DiaPep277, we cannot be certain that additional legal disputes will not arise with respect to Andromeda, including in connection with the on-going Phase 3 clinical trial of DiaPep277, the sale of Andromeda back to CBI if the option is exercised or the potential termination of DiaPep277 development by us and the return of related intellectual property to Yeda if CBI’s option is not exercised. Further, under the terms of the release agreement, Hyperion agreed to retain certain liabilities relating to its ownership of Andromeda, including any liability related to or based on the misconduct of certain former Andromeda employees that led to its decision to terminate further development of DiaPep277. For example, in February 2015, one of the former employees of Andromeda sued Hyperion in Israeli labor court for wrongful dismissal and related employment causes of action. In addition to these potential liabilities, we may incur currently unknown liabilities related to Hyperion’s acquisition of Andromeda. Any such potential legal dispute could lead to costly litigation, divert management’s attention from our core business and harm our business.

A variety of risks associated with operating our business and marketing our products internationally could materially adversely affect our business.*

In addition to our U.S. operations, we have operations in Ireland, Bermuda, the Grand Duchy of Luxembourg, or Luxembourg, Switzerland, Germany and in Canada and Israel (through Andromeda). Moreover, LODOTRA is currently being marketed in a limited number of countries outside the United States, and Mundipharma is in the process of obtaining pricing and reimbursement approval for, and preparing to market, LODOTRA in other European countries, as well as in certain Asian, Latin American, Middle Eastern and African countries. Also, Grünenthal is in the registration process for the commercialization of DUEXIS in Latin America. BUPHENYL is currently marketed in various territories outside the United States by third party distributors and the MAA is pending with the EMA for marketing approval of RAVICTI in the EU. We face risks associated with our international operations, including possible unfavorable regulatory, pricing and reimbursement, political, tax and labor conditions, which could harm our business. We are subject to numerous risks associated with international business activities, including:

- compliance with differing or unexpected regulatory requirements for our products;
- compliance with Irish laws and the maintenance of our Irish tax residency with respect to our overall corporate structure and administrative operations, including the need to generally hold meetings of our board of directors and make decisions in Ireland, which may make certain corporate actions more cumbersome, costly and time-consuming;
- compliance with Swiss laws with respect to our Horizon Pharma Switzerland GmbH subsidiary, including laws requiring maintenance of cash in the subsidiary to avoid over-indebtedness, which requires Horizon Pharma Switzerland GmbH to maintain assets in excess of its liabilities;
- difficulties in staffing and managing foreign operations;
- in certain circumstances, including with respect to the commercialization of LODOTRA in Europe and certain Asian, Latin American, Middle Eastern and African countries, commercialization of BUPHENYL in select countries throughout Europe, the Middle East, and the Asia-Pacific Region, and commercialization of DUEXIS in Latin America, increased dependence on the commercialization efforts and regulatory compliance of third party distributors or strategic partners;
- compliance with German laws with respect to our Horizon Pharma GmbH subsidiary through which Horizon Pharma Switzerland GmbH conducts most of its European operations;
- compliance with Israeli laws with respect to Andromeda;
- foreign government taxes, regulations and permit requirements;
- U.S. and foreign government tariffs, trade restrictions, price and exchange controls and other regulatory requirements;
- anti-corruption laws, including the Foreign Corrupt Practices Act;
- economic weakness, including inflation, natural disasters, war, events of terrorism or political instability in particular foreign countries;
- fluctuations in currency exchange rates, which could result in increased operating expenses and reduced revenues, and other obligations related to doing business in another country;
- compliance with tax, employment, immigration and labor laws, regulations and restrictions for employees living or traveling abroad;
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• workforce uncertainty in countries where labor unrest is more common than in the United States;
• production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad;
• changes in diplomatic and trade relationships; and
• challenges in enforcing our contractual and intellectual property rights, especially in those foreign countries that do not respect and protect intellectual property rights to the same extent as the United States.

Our business activities outside of the United States are subject to the Foreign Corrupt Practices Act, or the FCPA, and similar anti-bribery or anti-corruption laws, regulations or rules of other countries in which we operate, including the UK’s Bribery Act 2010, or the UK Bribery Act. The FCPA and similar anti-corruption laws generally prohibit the offering, promising, giving, or authorizing others to give anything of value, either directly or indirectly, to non-U.S. government officials in order to improperly influence any act or decision, secure any other improper advantage, or obtain or retain business. The FCPA also requires public companies to make and keep books and records that accurately and fairly reflect the transactions of the company and to devise and maintain an adequate system of internal accounting controls. The UK Bribery Act prohibits giving, offering, or promising bribes to any person, including non-U.K. government officials and private persons, as well as requesting, agreeing to receive, or accepting bribes from any person. In addition, under the UK Bribery Act, companies which carry on a business or part of a business in the UK may be held liable for bribes given, offered or promised to any person, including non-UK government officials and private persons, by employees and persons associated with the company in order to obtain or retain business or a business advantage for the company. Liability is strict, with no element of a corrupt state of mind, but a defense of having in place adequate procedures designed to prevent bribery is available. Furthermore, under the UK Bribery Act there is no exception for facilitation payments. As described above, our business is heavily regulated and therefore involves significant interaction with public officials, including officials of non-U.S. governments. Additionally, in many other countries, the health care providers who prescribe pharmaceuticals are employed by their government, and the purchasers of pharmaceuticals are government entities; therefore, any dealings with these prescribers and purchasers may be subject to regulation under the FCPA. Recently the SEC and the U.S. Department of Justice have increased their FCPA enforcement activities with respect to pharmaceutical companies. In addition, under the Dodd–Frank Wall Street Reform and Consumer Protection Act, private individuals who report to the SEC original information that leads to successful enforcement actions may be eligible for a monetary award. We are engaged in ongoing efforts that are designed to ensure our compliance with these laws, including due diligence, training, policies, procedures and internal controls. However, there is no certainty that all employees and third-party business partners (including our distributors, wholesalers, agents, contractors, and other partners) will comply with anti-bribery laws. In particular, we do not control the actions of manufacturers and other third-party agents, although we may be liable for their actions. Violation of these laws may result in civil or criminal sanctions, which could include monetary fines, criminal penalties, and disgorgement of past profits, which could have a material adverse impact on our business and financial condition.

These and other risks associated with our international operations may materially adversely affect our business, financial condition and results of operations.

*If we fail to develop, acquire or in-license other product candidates or products, our business and prospects would be limited.*

A key element of our strategy is to develop, acquire or in-license and commercialize a portfolio of other products or product candidates in addition to our current products, through business or product acquisitions such as the acquisition of Hyperion. Because we do not engage in proprietary drug discovery, the success of this strategy depends in large part upon the combination of our regulatory, development and commercial capabilities and expertise and our ability to identify, select and acquire or in-license approved or clinically enabled product candidates for therapeutic indications that complement or augment our current products, or that otherwise fit into our development or strategic plans on terms that are acceptable to our company. Identifying, selecting, acquiring or licensing promising products or product candidates requires substantial technical, financial and human resources expertise. Efforts to do so may not result in the actual acquisition or license of a particular product or product candidate, potentially resulting in a diversion of our management’s time and the expenditure of our resources with no resulting benefit. If we are unable to identify, select and acquire or license suitable products or product candidates from third parties or acquire businesses at valuations and on other terms acceptable to us, or if we are unable to raise capital required to acquire or in-license businesses or new products, our business and prospects will be limited.

Moreover, any product candidate we acquire or license may require additional, time-consuming development or regulatory efforts prior to commercial sale or prior to expansion into other indications, including preclinical studies if applicable, and extensive clinical testing and approval by the FDA and applicable foreign regulatory authorities. All product candidates are prone to the risk of failure that is inherent in pharmaceutical product development, including the possibility that the product candidate will not be shown to be sufficiently safe and/or effective for approval by regulatory authorities. In addition, we cannot assure you that any such products that are approved will be manufactured or produced economically, successfully commercialized or widely accepted in the marketplace or be more effective or desired than other commercially available alternatives.
In addition, if we fail to successfully commercialize and further develop our products, there is a greater likelihood that we will fail to successfully develop a pipeline of other product candidates to follow our existing products or be able to acquire other products to expand our existing portfolio, and our business and prospects would be harmed.

Our November 2013 acquisition of the U.S. rights to VIMOVO, the September 2014 acquisition of Vidara, our October 2014 acquisition of the U.S. rights to PENNSAID 2%, the May 2015 acquisition of Hyperion and any other strategic transactions that we may pursue in the future could have a variety of negative consequences, and we may not realize the benefits of such transactions or attempts to engage in such transactions.*

We acquired the U.S. rights to VIMOVO in November 2013, merged our business with Vidara’s business in September 2014 and acquired the U.S. rights to PENNSAID 2% in October 2014, and acquired Hyperion in May 2015. From time to time, we may seek to engage in additional strategic transactions with third parties, such as acquisitions of companies or divisions of companies, asset purchases or in-licensing of products or product candidates or technologies that we believe will complement or augment our existing business. We may also consider a variety of other business arrangements, including spin-offs, strategic partnerships, joint ventures, restructurings, divestitures, business combinations and other investments. Any such transaction may require us to incur non-recurring and other charges, increase our near and long-term expenditures, pose significant integration challenges, create additional tax, legal, accounting and operational complexities in our business, require additional expertise, result in dilution to our existing shareholders and disrupt our management and business, which could harm our operations and financial results. For example, in connection with our acquisition of the U.S. rights to VIMOVO, we assumed primary responsibility for the existing patent infringement litigation with respect to VIMOVO, and have also agreed to reimburse certain legal expenses of Pozen with respect to its continued involvement in such litigation, and we assumed responsibility for the existing patent infringement litigation with respect to RAVICTI upon the closing of the acquisition of Hyperion and have assumed responsibility for completing post-marketing clinical trials of RAVICTI that are required by the FDA and are ongoing. We expect that the RAVICTI litigation will result in substantial on-going expenses and potential distractions to our management team. Moreover, we face significant competition in seeking appropriate strategic transaction opportunities and the negotiation process for any strategic transaction can be time-consuming and complex. In addition, we may not be successful in our efforts to engage in certain strategic transactions because our financial resources may be insufficient and/or third parties may not view our commercial and development capabilities as being adequate. We may not be able to expand our business or realize our strategic goals if we do not have sufficient funding or cannot borrow or raise additional capital. There is no assurance that following our acquisition of the U.S. rights to VIMOVO, the acquisition of Vidara, our acquisition of the U.S. rights to PENNSAID 2%, the acquisition of Hyperion or any other strategic transaction, we will achieve the anticipated revenues, net profits and cash flows.

Our parent company may not be able to successfully maintain its current advantageous tax status and resulting tax rates, which could adversely affect our business and financial condition, results of operations and growth prospects.*

Our parent company is incorporated in Ireland and maintains subsidiaries in multiple jurisdictions, including Ireland, the United States, Switzerland, Luxembourg, Germany and Bermuda. Prior to the acquisition of Vidara, Vidara was able to achieve a favorable tax rate through the performance of certain functions and ownership of certain assets in tax-efficient jurisdictions, including Ireland and Bermuda, together with intra-group service and transfer pricing agreements, each on an arm’s length basis. We are continuing a substantially similar structure and arrangements. Taxing authorities, such as the U.S. Internal Revenue Service, or IRS, actively audit and otherwise challenge these types of arrangements, and have done so in the pharmaceutical industry. We expect that these challenges will continue as a result of the recent increase in scrutiny and political attention on corporate tax structures. The IRS may challenge our structure and transfer pricing arrangements through an audit or lawsuit. Responding to or defending such a challenge could be expensive and consume time and other resources, and divert management’s time and focus from operating our business. We cannot predict whether taxing authorities will conduct an audit or file a lawsuit challenging this structure, the cost involved in responding to any such audit or lawsuit, or the outcome. If we are unsuccessful, we may be required to pay taxes for prior periods, interest, fines or penalties, and may be obligated to pay increased taxes in the future, any of which could require us to reduce our operating expenses, decrease efforts in support of our products or seek to raise additional funds, all of which could have a material adverse effect on our business, financial condition, results of operations and growth prospects.

The IRS may not agree with our conclusion that our parent company should be treated as a foreign corporation for U.S. federal income tax purposes following the combination of the businesses of Horizon Pharma, Inc. and Vidara Therapeutics International plc.*

Although the Parent is incorporated in Ireland, the IRS, may assert that it should be treated as a U.S. corporation (and, therefore, a U.S. tax resident) for U.S. federal income tax purposes pursuant to Section 7874 of the Internal Revenue Code of 1986, as amended, or the Code. A corporation is generally considered a tax resident in the jurisdiction of its organization or incorporation for U.S. federal income tax purposes. Because our parent company is an Irish incorporated entity, it would generally be classified as a foreign corporation (and, therefore, a non-U.S. tax resident) under these rules. Section 7874 provides an exception pursuant to which a foreign incorporated entity may, in certain circumstances, be treated as a U.S. corporation for U.S. federal income tax purposes.
Under Section 7874, and as a result of the fact that the former shareholders of Horizon Pharma, Inc. owned (within the meaning of Section 7874) less than 80% (by both vote and value) of the combined entity’s stock immediately after the acquisition of Vidara, we believe our parent company qualifies as a foreign corporation for U.S. federal income tax purposes following the acquisition of Vidara. However, there can be no assurance that there will not exist in the future a subsequent change in the facts or in law which might cause our parent company to be treated as a domestic corporation for U.S. federal income tax purposes, including with retroactive effect.

Further, there can be no assurance that the IRS will agree with the position that the ownership test was satisfied. There is limited guidance regarding the application of Section 7874 of the Code, including with respect to the provisions regarding the application of the ownership test. If the Parent were unable to be treated as a foreign corporation for U.S. federal income tax purposes, one of our significant strategic reasons for completing the acquisition Vidara would be nullified and we may not be able to recoup the significant investment in completing the transaction.

Future changes to U.S. and non-U.S. tax laws could materially adversely affect our company.*

Under current law, we expect our parent company to be treated as a foreign corporation for U.S. federal income tax purposes. However, changes to the rules in Section 7874 of the Code or regulations promulgated thereunder or other guidance issued by the Treasury or the IRS could adversely affect the Parent’s status as a foreign corporation for U.S. federal income tax purposes, and any such changes could have prospective or retroactive application to us or to our shareholders. On May 20, 2014 Senator Carl Levin and Representative Sander M. Levin introduced The Stop Corporate Inversions Act of 2014, or the bill, in the Senate and House of Representatives, respectively. In its current form, the bill would treat us as a U.S. corporation as a result of the former shareholders of Horizon Pharma, Inc. owning 50% or more of the combined entity’s stock immediately following the acquisition of Vidara. If enacted, the bill would apply to taxable years ending after May 8, 2014 and does not contain an exception for transactions subject to a binding commitment on that date. Additionally, in September 2014, legislation was introduced in the U.S. Senate that seeks to address the practice of earnings stripping by inverted companies and the Treasury and the IRS announced that they would issue regulations to curb such practices.

In addition, the Organization for Economic Co-operation and Development, the EU, the United States and other governments have been placing increasing pressure on the governments of Ireland, Switzerland and Luxembourg to eliminate certain tax ruling practices and reform their tax rules that have allowed multinational corporations to significantly reduce their world-wide tax burdens. As a result, the tax ruling practices and tax laws in these jurisdictions and other countries in which we and our affiliates are organized have changed and could change significantly in the future on a prospective or retroactive basis, and any such changes could materially and adversely affect our company.

If we are not successful in attracting and retaining highly qualified personnel, we may not be able to successfully implement our business strategy.*

Our ability to compete in the highly competitive biotechnology and pharmaceuticals industries depends upon our ability to attract and retain highly qualified managerial, scientific and medical personnel. We are highly dependent on our management, sales and marketing and scientific and medical personnel, including our executive committee comprised of our Chairman, President and Chief Executive Officer, Timothy P. Walbert; our Executive Vice President and Chief Business Officer, Robert F. Carey; our Executive Vice President and Chief Financial Officer, Paul W. Hoelscher; our Executive Vice President, Company Secretary and Managing Director, Ireland, David Kelly; our Executive Vice President and Chief Commercial Officer, John J. Kody; our Executive Vice President, Corporate Development, Barry J. Moze; our Executive Vice President, Research and Development and Chief Medical Officer, Jeffrey W. Sherman, M.D.; our Executive Vice President, General Counsel, Brian Beeler; and our Executive Vice President, Strategy and Investor Relations, John B. Thomas. In order to retain valuable employees at our company, in addition to salary and cash incentives, we provide incentive stock options and restricted stock units that vest over time. The value to employees of stock options and restricted stock units that vest over time will be significantly affected by movements in our share price that are beyond our control, and may at any time be insufficient to counteract more lucrative offers from other companies.

Despite our efforts to retain valuable employees, members of our management, sales and marketing, regulatory affairs, clinical affairs, medical affairs and development teams may terminate their employment with us on short notice. Although we have written employment arrangements with all of our employees, these employment arrangements generally provide for at-will employment, which means that our employees can leave our employment at any time, with or without notice. The loss of the services of any of our executive officers or other key employees and our inability to find suitable replacements could potentially harm our business, financial condition and prospects. We do not maintain “key man” insurance policies on the lives of these individuals or the lives of any of our other employees. Our success also depends on our ability to continue to attract, retain and motivate highly skilled junior, mid-level, and senior managers as well as junior, mid-level, and senior sales and marketing and scientific and medical personnel.
Many of the other biotechnology and pharmaceutical companies with whom we compete for qualified personnel have greater financial and other resources, different risk profiles and longer histories in the industry than we do. They also may provide more diverse opportunities and better chances for career advancement. Some of these characteristics may be more appealing to high quality candidates than that which we have to offer. If we are unable to continue to attract and retain high quality personnel, the rate and success at which we can develop and commercialize products and product candidates will be limited.

We are, with respect to our current products, and will be, with respect to any other product or product candidate for which we obtain FDA approval or which we acquire or in-license, subject to ongoing FDA obligations and continued regulatory review, which may result in significant additional expense. Additionally, any other product candidate, if approved by the FDA, could be subject to labeling and other restrictions and market withdrawal, and we may be subject to penalties if we fail to comply with regulatory requirements or experience unanticipated problems with our products.*

Any regulatory approvals that we obtain for our product candidates may also be subject to limitations on the approved indicated uses for which the product may be marketed or to the conditions of approval, or contain requirements for potentially costly post-marketing testing, including Phase 4 clinical trials and surveillance to monitor the safety and efficacy of the product candidate. In addition, with respect to our currently FDA-approved products (and with respect to our product candidates, if approved), the manufacturing processes, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion and recordkeeping for the product are subject to extensive and ongoing regulatory requirements. These requirements include submissions of safety and other post-marketing information and reports, registration, as well as continued compliance with current good manufacturing practices, or CGMPs, good clinical practices, or GCPs, international conference on harmonization regulations, or ICH regulations, and good laboratory practices, or GLPs, which are regulations and guidelines enforced by the FDA for all of our products in clinical development, for any clinical trials that we conduct post-approval. For example, Hyperion has recently engaged the FDA in discussions related to a change it made to an analytical method for RAVICTI without obtaining the FDA’s prior approval. If the FDA determines that prior approval was required, we could face sanctions and other regulatory consequences with respect to RAVICTI based on Hyperion’s prior changes to the analytical method. In connection with our November 2013 acquisition of the U.S. rights to VIMOVO, we assumed responsibility for completing an ongoing Pediatric Research Equity Act post-marketing requirement study in children 12 years to 16 years and 11 months of age with Juvenile RA for which the FDA recently granted an extension with a final report due date of December 2015. With respect to RAVICTI, the FDA imposed several post-marketing requirements and a post-marketing commitment, which include remaining obligations to conduct studies in UCD patients during the first two months of life and from two months to two years of age, including a study of the pharmacokinetics in both age groups, and a randomized study to determine the safety and efficacy in UCD patients who are treatment naïve to phenylbutyrate treatment.

In addition, the FDA closely regulates the marketing and promotion of drugs and biologics. The FDA does not regulate the behavior of physicians in their choice of treatments. The FDA does, however, restrict manufacturers’ promotional communications. A significant number of pharmaceutical companies have been the target of inquiries and investigations by various U.S. federal and state regulatory, investigative, prosecutorial and administrative entities in connection with the promotion of products for off-label uses and other sales practices. These investigations have alleged violations of various U.S. federal and state laws and regulations, including claims asserting antitrust violations, violations of the Food, Drug and Cosmetic Act, false claims laws, the Prescription Drug Marketing Act, anti-kickback laws, and other alleged violations in connection with the promotion of products for unapproved uses, pricing and Medicare and/or Medicaid reimbursement. If we are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained and we may not achieve or sustain profitability, which would have a material adverse effect on our business, results of operations, financial condition and prospects.

Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with our third-party manufacturers or manufacturing processes, or failure to comply with regulatory requirements, may result in, among other things:

- restrictions on the marketing or manufacturing of the product, withdrawal of the product from the market, or voluntary or mandatory product recalls;
- fines, warning letters or holds on clinical trials;
- refusal by the FDA to approve pending applications or supplements to approved applications filed by us or our strategic partners, or suspension or revocation of product license approvals;
- product seizure or detention, or refusal to permit the import or export of products; and
- injunctions, the imposition of civil or criminal penalties, or exclusion, debarment or suspension from government healthcare programs.
If we are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained and we may not achieve or sustain profitability, which would have a material adverse effect on our business, results of operations, financial condition and prospects.

Coverage and reimbursement may not be available, or reimbursement may be available at only limited levels, for our products, which could make it difficult for us to sell our products profitably or to successfully execute planned product price increases.*

Market acceptance and sales of our products will depend in large part on global coverage and reimbursement policies and may be affected by future healthcare reform measures, both in the United States and other key international markets. Successful commercialization of our products will depend in part on the availability of governmental and third-party payor reimbursement for the cost of our products. Government health administration authorities, private health insurers and other organizations generally provide reimbursement for healthcare. In particular, in the United States, private health insurers and other third-party payors often provide reimbursement for products and services based on the level at which the government (through the Medicare or Medicaid programs) provides reimbursement for such treatments. In the United States, the EU and other significant or potentially significant markets for our products and product candidates, government authorities and third-party payors are increasingly attempting to limit or regulate the price of medical products and services, particularly for new and innovative products and therapies, which has resulted in lower average selling prices. Further, the increased emphasis on managed healthcare in the United States and on country and regional pricing and reimbursement controls in the EU will put additional pressure on product pricing, reimbursement and usage, which may adversely affect our product sales and results of operations. These pressures can arise from rules and practices of managed care groups, judicial decisions and governmental laws and regulations related to Medicare, Medicaid and healthcare reform, pharmaceutical reimbursement policies and pricing in general. These pressures may create negative reactions to any product price increases, or limit the amount by which we may be able to increase our product prices, which may adversely affect our product sales and results of operations.

Patients are unlikely to use our products unless coverage is provided and reimbursement is adequate to cover a significant portion of the cost of our products. Third-party payors may limit coverage to specific products on an approved list, also known as a formulary, which might not include all of the FDA-approved products for a particular indication. Moreover, a third-party payor’s decision to provide coverage for a product does not imply that an adequate reimbursement rate will be approved. Additionally, one third-party payor’s decision to cover a particular product does not ensure that other payors will also provide coverage for the product, or will provide coverage at an adequate reimbursement rate. Even though we have contracts with some PBMs in the United States, that does not guarantee that they will perform in accordance with the contracts, nor does that preclude them from taking adverse actions against us, which could materially adversely affect our operating results. In addition, the existence of such PBM contracts does not guarantee coverage by such PBM’s contracted health plans or adequate reimbursement to their respective providers for our products. For example, two significant PBMs placed DUEXIS and VIMOVO on their exclusion lists beginning in 2015, which has resulted in a loss of coverage for patients whose healthcare plans have adopted these PBM lists. Also, as noted above, we are currently in an ongoing contract and rebate dispute with a U.S. PBM involving VIMOVO and DUEXIS, the outcome of which we cannot at this time determine, and which has the potential to negatively impact our relationship with that PBM, which could affect their coverage and/or reimbursement treatment of our other products. Additional healthcare plan formularies may also exclude our products from coverage due to the actions of these PBMs, future price increases we may implement, our use of the PME program or any other co-pay programs, or other reasons. If our strategies to mitigate formulary exclusions are not effective, these events may reduce the likelihood that physicians prescribe our products and increase the likelihood that prescriptions for our products are not filled.

Outside of the United States, the success of our products, including LODOTRA and, if approved by the EMA, VIMOVO, will depend largely on obtaining and maintaining government coverage, because in many countries patients are unlikely to use prescription drugs that are not covered by their government healthcare programs. To date, LODOTRA is approved in over 35 countries outside the United States, and reimbursement for LODOTRA has been obtained in Germany, Italy, Sweden and Switzerland. Mundipharma is seeking coverage for LODOTRA in a number of countries and currently sells LODOTRA without coverage in a limited number of countries. BUPHENYL is marketed in select countries throughout Europe, the Middle East, and the Asia-Pacific Region. Negotiating coverage and reimbursement with governmental authorities can delay commercialization by 12 months or more. Coverage and reimbursement policies may adversely affect our ability to sell our products on a profitable basis. In many international markets, governments control the prices of prescription pharmaceuticals, including through the implementation of reference pricing, price cuts, rebates, revenue-related taxes and profit control, and we expect prices of prescription pharmaceuticals to decline over the life of the product or as volumes increase. Recently, many countries in the EU have increased the amount of discounts required on pharmaceutical products, which we believe has impacted the reimbursement rates and timing to launch for LODOTRA to date, and we expect these discounts to continue as countries attempt to manage healthcare expenditures, especially in light of current economic conditions. For example, legislation was recently enacted in Germany that will increase the rebate on prescription pharmaceuticals and likely lower the revenues from the sale of LODOTRA in Germany that we would otherwise receive. As a result of these pricing practices, it may become difficult to achieve profitability or expected rates of growth in revenue or results of operations. Any shortfalls in revenue could adversely affect our business, financial condition and results of operations.
In light of such policies and the uncertainty surrounding proposed regulations and changes in the coverage and reimbursement policies of governments and third-party payors, we cannot be sure that coverage and reimbursement will be available for any of our products in any additional markets or for any other product candidates that we may develop. Also, we cannot be sure that reimbursement amounts will not reduce the demand for, or the price of, our products. If coverage and reimbursement are not available or are available only at limited levels, we may not be able to successfully commercialize our products.

We expect to experience pricing pressures in connection with the sale of our products due to the trend toward managed healthcare, the increasing influence of health maintenance organizations and additional legislative proposals. There may be additional pressure by payors and healthcare providers to use generic drugs that contain the active ingredients found in DUEXIS, PENNSAID 2%, RAYOS/LODOTRA and VIMOVO or any other product candidates that we may develop, acquire or in-license, including BUPHENYL. If we fail to successfully secure and maintain coverage and adequate reimbursement for our products or are significantly delayed in doing so, we will have difficulty achieving market acceptance of our products and expected revenue and profitability which would have a material adverse effect on our business, results of operations, financial condition and prospects. We may also experience pressure from payors concerning certain promotional approaches that we may implement such as PME program or any other co-pay or free product programs whereby we assist qualified patients with certain out-of-pocket expenditures for our product. If we are unsuccessful with our PME program or any other co-pay initiatives or free product programs, we would be at a competitive disadvantage in terms of pricing versus preferred branded and generic competitors.

We are subject to federal, state and foreign healthcare laws and regulations and implementation or changes to such healthcare laws and regulations could adversely affect our business and results of operations.*

The U.S. and some foreign jurisdictions are considering or have enacted a number of legislative and regulatory proposals to regulate and to change the healthcare system in ways that could affect our ability to sell our products profitably. In the United States and elsewhere, there is significant interest in promoting changes in healthcare systems with the stated goals of containing healthcare costs, improving quality and/or expanding access. In the United States, the pharmaceutical industry has been a particular focus of these efforts and has been significantly affected by major legislative initiatives.

If we are found to be in violation of any of these laws or any other federal or state regulations, we may be subject to civil and/or criminal penalties, damages, fines, exclusion from federal health care programs and the restructuring of our operations. Any of these could have a material adverse effect on our business and financial results. Since many of these laws have not been fully interpreted by the courts, there is an increased risk that we may be found in violation of one or more of their provisions. Any action against our company for violation of these laws, even if we ultimately are successful in our defense, will cause it to incur significant legal expenses and divert our management’s attention away from the operation of our business.

We expect that the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, collectively the ACA, as well as other healthcare reform measures that may be adopted in the future, may result in more rigorous coverage criteria and in additional downward pressure on the price that we may receive for any approved product. An expansion in the government’s role in the U.S. healthcare industry may cause general downward pressure on the prices of prescription drug products, lower reimbursements for providers using our products, reduce product utilization and adversely affect our business and results of operations. It is unclear whether and to what extent, if at all, other potential developments resulting from the ACA, such as an increase in the number of people with health insurance and an increased focus on preventive medicine, may provide us with additional revenue to offset the annual excise tax (on certain drug product sales) enacted under the ACA, subject to limited exceptions. It is possible that the tax burden, if ours is not excepted, would adversely affect our financial performance, which in turn could cause the price of our share to decline. The ACA, among other things, also established a new Medicare Part D coverage gap discount program, in which manufacturers must agree to offer 50% point-of-sale discounts off negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs to be covered under Medicare Part D. Any reduction in reimbursement from government programs may result in a similar reduction in payments from private payors. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability, or commercialize our current products and/or those for which we may receive regulatory approval in the future.

We are subject, directly or indirectly, to federal and state healthcare fraud and abuse and false claims laws and regulations. Prosecutions under such laws have increased in recent years and we may become subject to such litigation. If we are unable to comply, or have not fully complied, with such laws, we could face substantial penalties.*

In the United States, we are subject directly, or indirectly through our customers, to various state and federal fraud and abuse laws, including, without limitation, the federal Anti-Kickback Statute, the federal False Claims Act, civil monetary penalty statute prohibiting beneficiary inducements, and similar state laws, federal and state privacy and security laws, sunshine laws, government price reporting laws, and other fraud laws, as described in greater detail in the Government Regulation section of our Annual Report on Form 10-K for the fiscal year ended December 31, 2014, which is incorporated by reference herein. These laws may impact, among other things, our company’s current and proposed sales, marketing and educational programs, as well as other possible relationships with customers, pharmacies, physicians, payors, and patients.
Compliance with these laws, including the development of a comprehensive compliance program, is difficult, costly and time consuming. Because of the breadth of these laws and the narrowness of available statutory and regulatory exemptions, it is possible that some of our company’s business activities could be subject to challenge under one or more of such laws. These risks may be increased where there are evolving interpretations of applicable regulatory requirements, such as those applicable to manufacturer co-pay initiatives. Pharmaceutical manufacturer co-pay initiatives and free product programs are the subject of ongoing litigation (involving other manufacturers and to which we are not a party) and evolving interpretations of applicable regulatory requirements and certain state laws, and any change in the regulatory or enforcement environment regarding such programs could impact our ability to offer such programs. If we are unsuccessful with our PME program, any other co-pay initiatives, or free product programs, we would be at a competitive disadvantage in terms of pricing versus preferred branded and generic competitors, or be subject to significant penalties. We are engaged in various business arrangements with current and potential customers, and we can give no assurance that such arrangements would not be subject to scrutiny under such laws, despite our company’s efforts to properly structure such arrangements. Even if we structure our programs with the intent of compliance with such laws, there can be no certainty that we would not need to defend our business activities against enforcement or litigation. Further, we cannot give any assurances that business activities or arrangements of Hyperion prior to the Acquisition will not be scrutinized or subject to enforcement or litigation.

There has also been a recent trend of increased federal and state regulation of payments made to physicians and other healthcare providers. The ACA, among other things, imposed new reporting requirements on drug manufacturers for payments made by them to physicians and teaching hospitals, as well as ownership and investment interests held by physicians and their immediate family members. Failure to submit required information may result in significant civil monetary penalties.

We are unable to predict whether we could be subject to actions under any of these or other healthcare laws, or the impact of such actions. If we are found to be in violation of, or to encourage or assist the violation by third parties of any of the laws described above or other applicable state and federal fraud and abuse laws, we may be subject to penalties, including administrative, civil and criminal penalties, damages, fines, withdrawal of regulatory approval, imprisonment, exclusion from government healthcare reimbursement programs, contractual damages, reputational harm, diminished profits and future earnings, injunctions and other associated remedies, or private “qui tam” actions brought by individual whistleblowers in the name of the government, and the curtailment or restructuring of our operations, all of which could have a material adverse effect on our business and results of operations. Any action against us for violation of these laws, even if we successfully defend against it, could cause us to incur significant legal expenses and divert our management’s attention from the operation of our business.

Our products or any other product candidate that we develop may cause undesirable side effects or have other properties that could delay or prevent regulatory approval or commercialization, result in product re-labeling or withdrawal from the market or have a significant impact on customer demand.*

Undesirable side effects caused by any product candidate that we develop could result in the denial of regulatory approval by the FDA or other regulatory authorities for any or all targeted indications, or cause us to evaluate the future of our development programs. In our two Phase 3 clinical trials with DUEXIS, the most commonly reported treatment-emergent adverse events were nausea, dyspepsia, diarrhea, constipation and upper respiratory tract infection. In Phase 3 endoscopic registration clinical trials with VIMOVO, the most commonly reported treatment-emergent adverse events were erosive gastritis, dyspepsia, gastritis, diarrhea, gastric ulcer, upper abdominal pain, nausea and upper respiratory tract infection. The most common side effects observed in pivotal trials for ACTIMMUNE were “flu-like” or constitutional symptoms such as fever, headache, chills, myalgia and fatigue. The most commonly reported treatment-emergent adverse events in the Phase 3 clinical trials with RAYOS/LODOTRA included flare in RA-related symptoms, abdominal pain, nasopharyngitis, headache, flushing, upper respiratory tract infection, back pain and weight gain. The most common adverse events reported in a Phase 2 clinical trial of PENNSAID 2% were application site reactions, such as dryness, exfoliation, erythema, pruritus, pain, induration, rash and scabbing. With respect to BUPHENYL, the most common side effects are change in the frequency of breathing, lack of or irregular menstruation, lower back, side, or stomach pain, mood or mental changes, muscle pain or twitching, nausea or vomiting, nervousness or restlessness, swelling of the feet or lower legs, unpleasant taste and unusual tiredness or weakness. With respect to RAVICTI, the most common side effects are diarrhea, nausea, decreased appetite, gas, vomiting, high blood levels of ammonia, headache, tiredness and dizziness.

The FDA or other regulatory authorities may also require, or we may undertake, additional clinical trials to support the safety profile of our products or product candidates.

In addition, if we or others identify undesirable side effects caused by our products or any other product candidate that we may develop that receives marketing approval, or if there is a perception that the product is associated with undesirable side effects:

• regulatory authorities may require the addition of labeling statements, such as a “black box” warning or a contraindication;
regulatory authorities may withdraw their approval of the product or place restrictions on the way it is prescribed;
• we may be required to change the way the product is administered, conduct additional clinical trials or change the labeling of the product or implement a risk evaluation and mitigation strategy; and
• we may be subject to increased exposure to product liability and/or personal injury claims.

If any of these events occurred with respect to our products, our ability to generate significant revenues from the sale of these products would be significantly harmed.

We rely on third parties to conduct our preclinical and clinical trials. If these third parties do not successfully carry out their contractual duties or meet expected deadlines or if they experience regulatory compliance issues, we may not be able to obtain regulatory approval for or commercialize our product candidates and our business could be substantially harmed.*

We have agreements with third-party contract research organizations, CROs, to conduct our clinical programs, including those required for post-marketing commitments, and we expect to continue to rely on CROs for the completion of on-going and planned clinical trials of RAVICTI. We may also have the need to enter into other such agreements in the future if we were to develop other product candidates or conduct clinical trials in additional indications for our existing products. In connection with our planned Phase 3 study to evaluate ACTIMMUNE in the treatment of FA, we are working with the Clinical Trials Coordination Center, an academic research organization that is part of the Center for Human Experimental Therapeutics at the University of Rochester to conduct the FA Phase 3 study as well as collaborating with the Friedreich’s Ataxia Research Alliance, or FARA, and select investigators of FARA’s Collaborative Clinical Research Network in FA. We rely heavily on these parties for the execution of our clinical studies, and control only certain aspects of their activities. Nevertheless, we are responsible for ensuring that each of our studies is conducted in accordance with the applicable protocol. We and our CROs are required to comply with current GCP or ICH regulations. The FDA enforces these GCP or ICH regulations through periodic inspections of trial sponsors, principal investigators and trial sites. If we or our CROs fail to comply with applicable GCP or ICH regulations, the data generated in our clinical trials may be deemed unreliable and our submission of marketing applications may be delayed or the FDA may require us to perform additional clinical trials before approving our marketing applications. We cannot assure you that, upon inspection, the FDA will determine that any of our clinical trials comply or complied with GCP or ICH regulations. In addition, our clinical trials must be conducted with product produced under cGMP regulations, and may require a large number of test subjects. Our failure to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process. Moreover, our business may be implicated if any of our CROs violates federal or state fraud and abuse or false claims laws and regulations or healthcare privacy and security laws.

If any of our relationships with these third-party CROs terminate, we may not be able to enter into arrangements with alternative CROs on commercially reasonable terms, or at all. If CROs do not successfully carry out their contractual duties or obligations or meet expected deadlines, if they need to be replaced or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols or regulatory requirements or for other reasons, our clinical trials may be extended, delayed or terminated and we may not be able to obtain regulatory approval for or successfully commercialize our products and product candidates. As a result, our results of operations and the commercial prospects for our products and product candidates would be harmed, our costs could increase and our ability to generate revenues could be delayed.

Switching or adding additional CROs can involve substantial cost and require extensive management time and focus. In addition, there is a natural transition period when a new CRO commences work. As a result, delays may occur, which can materially impact our ability to meet our desired clinical development timelines. Though we carefully manage our relationships with our CROs, there can be no assurance that we will not encounter similar challenges or delays in the future or that these delays or challenges will not have a material adverse impact on our business, financial condition or prospects.

In addition, pursuant to a March 2011 letter agreement and in connection with our waiver of certain milestone payments, Mundipharma initiated a separate Phase 3 clinical trial for LODOTRA for the potential treatment of polymyalgia rheumatica, or PMR. We had limited control over the timing and implementation of the planned clinical trial and in February 2014, Mundipharma informed us that they had terminated the clinical trial primarily due to recruitment difficulties based on the inclusion criteria and as a result of the cessation of production of the comparator product Decortin® 1 mg.

In addition, in connection with our November 2013 acquisition of the U.S. rights to VIMOVO, we assumed responsibility for completing an ongoing Pediatric Research Equity Act post-marketing requirement study in children 12 years to 16 years and 11 months of age with Juvenile Idiopathic Arthritis for which the FDA recently granted an extension with a final report due date of December 2015. We have also assumed Hyperion’s post-marketing obligations and commitments to conduct studies in UCD patients during the first two months of life and from two months to two years of age. Although we are committed to carrying out these commitments, there are challenges in conducting studies in pediatric patients including availability of study sites, patients, and obtaining parental informed consent.

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Clinical development of drugs and biologics involves a lengthy and expensive process with an uncertain outcome, and results of earlier studies and trials may not be predictive of future trial results. Clinical testing is expensive and can take many years to complete, and our outcome is uncertain. Failure can occur at any time during the clinical trial process. The results of preclinical studies and early clinical trials of potential product candidates may not be predictive of the results of later-stage clinical trials. Product candidates in later stages of clinical trials may fail to show the desired safety and efficacy traits despite having progressed through preclinical studies and initial clinical testing.

With respect to our planned Phase 3 clinical trial to evaluate ACTIMMUNE for the treatment of FA, and to the extent that we are required to conduct additional clinical development of any of our existing or later acquired products or we conduct clinical development of earlier stage product candidates or for other additional indications for ACTIMMUNE or RAYOS/LODOTRA, we may experience delays in these clinical trials. We do not know whether any additional clinical trials will be initiated in the future, begin on time, need to be redesigned, enroll patients on time or be completed on schedule, if at all. Clinical trials can be delayed for a variety of reasons, including delays related to:

- obtaining regulatory approval to commence a trial;
- reaching agreement on acceptable terms with prospective CROs and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- obtaining institutional review board or ethics committee approval at each site;
- recruiting suitable patients to participate in a trial;
- having patients complete a trial or return for post-treatment follow-up;
- clinical sites dropping out of a trial;
- adding new sites; or
- manufacturing sufficient quantities of product candidates for use in clinical trials.

Patient enrollment, a significant factor in the timing of clinical trials, is affected by many factors including the size and nature of the patient population, the proximity of patients to clinical sites, the eligibility criteria for the trial, the design of the clinical trial, competing clinical trials and clinicians’ and patients’ perceptions as to the potential advantages of the product candidate being studied in relation to other available therapies, including any new drugs or biologies that may be approved for the indications we are investigating. Furthermore, we rely and expect to rely on CROs and clinical trial sites to ensure the proper and timely conduct of our future clinical trials and while we have and intend to have agreements governing their committed activities, we will have limited influence over their actual performance.

We could encounter delays if prescribing physicians encounter unresolved ethical issues associated with enrolling patients in clinical trials of our product candidates in lieu of prescribing existing treatments that have established safety and efficacy profiles. Further, a clinical trial may be suspended or terminated by us, our collaborators, the FDA or other regulatory authorities due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA or other regulatory authorities resulting in the imposition of a clinical hold, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a product candidate, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial. If our experiences delays in the completion of, or if we terminate, any clinical trial of our product candidates, the commercial prospects of our product candidates will be harmed, and our ability to generate product revenues from any of these product candidates will be delayed. In addition, any delays in completing our clinical trials will increase our costs, slow down our product development and approval process and jeopardize our ability to commence product sales and generate revenues.

Moreover, principal investigators for our clinical trials may serve as scientific advisors or consultants to us from time to time and receive compensation in connection with such services. Under certain circumstances, we may be required to report some of these relationships to the FDA. The FDA may conclude that a financial relationship between us and a principal investigator has created a conflict of interest or otherwise affected interpretation of the study. FDA may therefore question the integrity of the data generated at the applicable clinical trial site and the utility of the clinical trial itself may be jeopardized. This could result in a delay in approval, or rejection, of our marketing applications by the FDA and may ultimately lead to the denial of marketing approval of one or more of our product candidates.

Any of these occurrences may harm our business, financial condition, results of operations and prospects significantly. In addition, many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of our product candidates.
Business interruptions could seriously harm our future revenue and financial condition and increase our costs and expenses.

Our operations could be subject to earthquakes, power shortages, telecommunications failures, water shortages, floods, hurricanes, typhoons, fires, extreme weather conditions, medical epidemics and other natural or man-made disasters or business interruptions. While we carry insurance for certain of these events and have implemented disaster management plans and contingencies, the occurrence of any of these business interruptions could seriously harm our business and financial condition and increase our costs and expenses. We conduct significant management operations at both our global headquarters located in Dublin, Ireland and our U.S. office located in Deerfield, Illinois. If our Dublin or Deerfield offices were affected by a natural or man-made disaster or other business interruption, our ability to manage our domestic and foreign operations could be impaired, which could materially and adversely affect our results of operations and financial condition. We currently rely, and intend to rely in the future, on third-party manufacturers and suppliers to produce our products and third-party logistics partners to ship our products. Our ability to obtain commercial supplies of our products could be disrupted and our results of operations and financial condition could be materially and adversely affected if the operations of these third-party suppliers or logistics partners were affected by a man-made or natural disaster or other business interruption. The ultimate impact of such events on us, our significant suppliers and our general infrastructure is unknown.

If product liability lawsuits are brought against us, we may incur substantial liabilities and may be required to limit commercialization of our products.

We face an inherent risk of product liability as a result of the commercial sales of our products and the clinical testing of our product candidates. For example, we may be sued if any of our products or product candidates allegedly causes injury or is found to be otherwise unsuitable during clinical testing, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability or a breach of warranties. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend itself against product liability claims, we may incur substantial liabilities or be required to limit commercialization of our product candidates. Even a successful defense would require significant financial and management resources. Regardless of the merits or eventual outcome, liability claims may result in:

- decreased demand for our products or product candidates that we may develop;
- injury to our reputation;
- withdrawal of clinical trial participants;
- initiation of investigations by regulators;
- costs to defend the related litigation;
- a diversion of management’s time and resources;
- substantial monetary awards to trial participants or patients;
- product recalls, withdrawals or labeling, marketing or promotional restrictions;
- loss of revenue;
- exhaustion of any available insurance and our capital resources; and
- the inability to commercialize our products or product candidates.

Our inability to obtain and retain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims could prevent or inhibit the commercialization of products we develop. We currently carry product liability insurance covering our clinical studies and commercial product sales in the amount of $20 million in the aggregate. Although we maintain such insurance, any claim that may be brought against us could result in a court judgment or settlement in an amount that is not covered, in whole or in part, by our insurance or that is in excess of the limits of our insurance coverage. If we determine that it is prudent to increase our product liability coverage due to the on-going commercialization of our current products in the United States, and/or the potential commercial launches of DUEXIS, LODOTRA or RAVICTI in additional markets, we may be unable to obtain such increased coverage on acceptable terms or at all. Our insurance policies also have various exclusions, and we may be subject to a product liability claim for which we have no coverage. We will have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay such amounts.
Our business involves the use of hazardous materials, and we and our third-party manufacturers must comply with environmental laws and regulations, which can be expensive and restrict how we do business.*

Our third-party manufacturers' activities involve the controlled storage, use and disposal of hazardous materials owned by us, including the components of our product candidates and other hazardous compounds. We and our manufacturers are subject to federal, state and local as well as foreign laws and regulations governing the use, manufacture, storage, handling and disposal of these hazardous materials. Although we believe that the safety procedures utilized by our third-party manufacturers for handling and disposing of these materials comply with the standards prescribed by these laws and regulations, we cannot eliminate the risk of accidental contamination or injury from these materials. In the event of an accident, state, federal or foreign authorities may curtail the use of these materials and interrupt our business operations. We do not currently maintain hazardous materials insurance coverage. If we are subject to any liability as a result of our third-party manufacturers’ activities involving hazardous materials, our business and financial condition may be adversely affected. In the future we may seek to establish longer term third-party manufacturing arrangements, pursuant to which we would seek to obtain contractual indemnification protection from such third-party manufacturers potentially limiting this liability exposure.

Our employees, independent contractors, principal investigators, consultants, vendors, distributors and CROs may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements.*

We are exposed to the risk that our employees, independent contractors, principal investigators, consultants, vendors, distributors and CROs may engage in fraudulent or other illegal activity. Misconduct by these parties could include intentional, reckless and/or negligent conduct or unauthorized activities that violate FDA regulations, including those laws that require the reporting of true, complete and accurate information to the FDA, manufacturing standards, federal and state healthcare fraud and abuse laws and regulations, and laws that require the true, complete and accurate reporting of financial information or data. In particular, sales, marketing and business arrangements in the healthcare industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commissions, customer incentive programs and other business arrangements. Misconduct by our employees and other third parties may also include the improper use of information obtained in the course of clinical trials, which could result in regulatory sanctions and serious harm to our reputation. We have adopted a Code of Business Conduct and Ethics, but it is not always possible to identify and deter misconduct by our employees and other third parties, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws or regulations. If any such actions are instituted against us, and we are not successful in defending itself or asserting our rights, those actions could have a significant impact on our business, including the imposition of significant civil and criminal penalties, damages, fines, the curtailment or restructuring of our operations, the exclusion from participation in federal and state healthcare programs and imprisonment.

Risks Related to our Financial Position and Capital Requirements

We have incurred significant operating losses since our inception, and have not yet achieved profitability.*

We have a limited operating history and even less history operating as a combined organization following the acquisition of Vidara, and have no history operating as a combined organization following the acquisition of Hyperion. We have financed our operations primarily through equity and debt financings and have incurred significant operating losses since our inception. We had net losses of $19.6 million for the three months ended March 31, 2015 and $263.6 million, $149.0 million and $87.8 million for the years ended December 31, 2014, 2013 and 2012, respectively. As of March 31, 2015, we had an accumulated deficit of $740.3 million. Our losses have resulted principally from costs incurred in our development activities for our products and product candidates, commercialization activities related to our products, cash associated with our acquisition transactions and costs associated with derivative liability accounting. Our prior losses, combined with possible future losses, have had and will continue to have an adverse effect on our shareholders’ deficit and working capital. While we anticipate that we will become profitable in the future, whether and when we achieve this will depend on the revenues we generate from the sale of our products being sufficient to cover our operating expenses, and we have not achieved profitability to date.

We have limited sources of revenues and significant expenses. Even if we achieve profitability in the future, we cannot be certain that we will sustain profitability, which would depress the market price of our ordinary shares and could cause our investors to lose all or a part of their investment.*

Our ability to become profitable depends upon our ability to generate revenues from sales of our products. DUEXIS was approved by the FDA on April 23, 2011, and we began generating revenues from sales of DUEXIS in late 2011 following the commercial launch in the United States. LODOTRA is approved for marketing in over 35 countries outside the United States, and to date we have generated only limited revenues from sales of LODOTRA. RAYOS was approved by the FDA on July 26, 2012, and we began marketing it in the United States through our full field sales force in late January 2013. Following our November 2013 acquisition of the U.S. rights to VIMOVO, we began commercialization efforts in the United States in the first quarter of
2014. ACTIMMUNE was originally launched in the U.S. market in March 1991 by Genentech and in June 2012, Vidara acquired the intellectual property rights and certain assets related to the ACTIMMUNE product line. In September 2014, the businesses of the HPI and Vidara were combined, and as a result we assumed the commercialization of ACTIMMUNE. In October 2014 we acquired the U.S. rights to PENNSAID 2% and began commercializing PENNSAID 2% in the United States in January 2015. In May 2015, we acquired Hyperion and we assumed the commercialization of RAVICTI and BUPHENYL. We may never be able to successfully commercialize our products or develop or commercialize other products in the United States, which we believe represents our most significant commercial opportunity. Our ability to generate future revenues depends heavily on our success in:

- continued commercialization of our existing products and any other product candidates for which we obtain approval;
- obtaining FDA approvals for additional indications for ACTIMMUNE;
- securing additional foreign regulatory approvals for LODOTRA, DUEXIS and RAVICTI; and
- developing, acquiring or in-licensing and commercializing a portfolio of other product candidates in addition to our current products.

Even if we do generate additional product sales, we may not be able to sustain profitability on a quarterly or annual basis. Our failure to become and remain profitable would depress the market price of our ordinary shares and could impair our ability to raise capital, expand our business, diversify our product offerings or continue our operations.

We may need to obtain additional financing to fund additional acquisitions.*

Our operations have consumed substantial amounts of cash since inception. We expect to continue to spend substantial amounts to:

- commercialize our existing products in the United States, including due to the substantial expansion of our sales force we completed in connection with our November 2013 acquisition of the U.S. rights to VIMOVO and the additional expansion of our sales force in connection with our acquisition of U.S. rights to PENNSAID 2%;
- complete the regulatory approval process, and any future required clinical development related thereto, for our products;
- potentially acquire other businesses or additional complementary products or products that augment our current product portfolio, including costs associated with refinancing debt of acquired companies; and
- conduct clinical trials with respect to ACTIMMUNE for FA and any other potential indications beyond CGD or SMO, as well as conduct post-marketing requirements and commitments with respect to our products and products we acquire, including RAVICTI.

While we believe that our existing cash and cash equivalents will be sufficient to fund our operations to the point of generating continuous positive cash flow based on our current expectations of continued revenue growth, we may need to raise additional funds if we choose to expand our commercialization or development efforts more rapidly than presently anticipates, if we develop, acquires or in-licenses additional products or acquires companies, or if our revenue does not meet expectations.

We cannot be certain that additional funding will be available on acceptable terms, or at all. If we are unable to raise additional capital in sufficient amounts or on terms acceptable to us, we may have to significantly delay, scale back or discontinue the development or commercialization of one or more of our products or product candidates or one or more of our other research and development initiatives, or delay, cut back or abandon our plans to grow the business through acquisition or in-licensing. We also could be required to:

- seek collaborators for one or more of our current or future product candidates at an earlier stage than otherwise would be desirable or on terms that are less favorable than might otherwise be available; or
- relinquish or license on unfavorable terms our rights to technologies or product candidates that we would otherwise seek to develop or commercialize ourselves.

In addition, if we are unable to secure financing to support future acquisitions, our ability to execute on a key aspect of our overall growth strategy would be impaired.

Our Swiss subsidiary, Horizon Pharma Switzerland GmbH, is subject to Swiss laws regarding over-indebtedness that require Horizon Pharma Switzerland GmbH to maintain assets in excess of its liabilities. As of March 31, 2015, Horizon Pharma Switzerland GmbH was not over-indebted. However, Horizon Pharma Switzerland GmbH has previously been over-indebted, including at December 31, 2013. We will continue to monitor and review Horizon Pharma Switzerland GmbH’s financial position and, as necessary, will address any over-indebtedness, which could require us to have cash at Horizon Pharma Switzerland GmbH in excess of its near-term operating needs and could affect our ability to have sufficient cash at our other subsidiaries to meet their near-term operating needs.
Any of the above events could significantly harm our business, financial condition and prospects and cause the price of our ordinary shares to decline.

We have incurred substantial direct and indirect costs as a result of the acquisition of Hyperion.*

We have incurred substantial expenses in connection with and as a result of completing the acquisition of Hyperion and, over a period of time following the completion of the acquisition of Hyperion, we expect to incur substantial additional expenses in connection with coordinating the businesses, operations, policies and procedures of the combined company. While we have assumed that a certain level of transaction expenses will be incurred, factors beyond our control could affect the total amount or the timing of these expenses. Many of the expenses that will be incurred, by their nature, are difficult to estimate accurately.

We have incurred a substantial amount of debt, which could adversely affect our business, including by restricting our ability to engage in additional transactions or incur additional indebtedness.*

As of March 31, 2015, we had $728.4 million of indebtedness, including $300.0 million in secured indebtedness. In connection with the acquisition of Hyperion, we issued $475.0 million aggregate principal amount of 6.625% Senior Notes due 2023, or the 2023 Senior Notes, in April 2015 and borrowed $400.0 million in principal amount of secured loans pursuant to a Credit Agreement we entered into on May 7, 2015 with Citibank, N.A, as administrative and collateral agent, and the lenders from time to time party thereto providing for (i) a five-year $400.0 million term loan facility, or the 2015 Term Loan Facility; (ii) an uncommitted accordion facility subject to the satisfaction of certain financial and other conditions; and (iii) one or more uncommitted refinancing loan facilities with respect to loans thereunder, or the 2015 Senior Secured Credit Facility. As of March 31, 2015, on a pro forma basis after giving effect to the issuance of the 2023 Senior Notes and the incurrence of debt under the 2015 Senior Secured Credit Facility, our total indebtedness would have been approximately $1.3 billion. Accordingly, we have a significant amount of debt outstanding on a consolidated basis.

This substantial level of debt could have important consequences to our business, including, but not limited to:

- reducing the benefits we expect to receive from the acquisition of Hyperion;
- making it more difficult for us to satisfy our obligations;
- requiring a substantial portion of our cash flows from operations to be dedicated to the payment of principal and interest on our indebtedness, therefore reducing our ability to use our cash flows to fund acquisitions, capital expenditures, and future business opportunities;
- exposing us to the risk of increased interest rates to the extent of any future borrowings, including borrowings under our senior secured term loan facility, at variable rates of interest;
- making it more difficult for us to satisfy our obligations with respect to our indebtedness, including our outstanding notes, our senior secured term loan facility, and any failure to comply with the obligations of any of our debt instruments, including restrictive covenants and borrowing conditions, could result in an event of default under the agreements governing such indebtedness;
- limiting our ability to obtain additional financing for working capital, capital expenditures, debt service requirements, acquisitions, and general corporate or other purposes; and
- limiting our flexibility in planning for, or reacting to, changes in its business or market conditions and placing us at a competitive disadvantage compared to our competitors who are less highly leveraged and who, therefore, may be able to take advantage of opportunities that our leverage may prevent us from exploiting; and
- restricting us from pursuing certain business opportunities.

The indenture governing the 2023 Senior Notes and the credit agreement governing the 2015 Senior Secured Credit Facility, or the Credit Agreement, impose, and the terms of any future indebtedness may impose, various covenants that limit our ability and/or our restricted subsidiaries’ ability to, among other things, pay dividends or distributions, repurchase equity, prepay junior debt and make certain investments, incur additional debt and issue certain preferred stock, incur liens on assets, engage in certain asset sales, merge, consolidate with or merge or sell all or substantially all of our assets, enter into transactions with affiliates, designate subsidiaries as unrestricted subsidiaries; and allow to exist certain restrictions on the ability of restricted subsidiaries to pay dividends or make other payments to us.
Our ability to obtain future financing and engage in other transactions may be restricted by these covenants. In addition, any credit ratings will impact the cost and availability of future borrowings and our cost of capital. Our ratings at any time will reflect each rating organization’s then opinion of our financial strength, operating performance and ability to meet our debt obligations. There can be no assurance that we will achieve a particular rating or maintain a particular rating in the future. A subsequent reduction in our credit ratings may limit our ability to borrow at acceptable interest rates. If our credit ratings were downgraded or put on watch for a potential downgrade, we may not be able to sell additional debt securities or borrow money in the amounts, at the times or interest rates or upon the more favorable terms and conditions that might otherwise be available. Any impairment of our ability to obtain future financing on favorable terms could have an adverse effect on our ability to refinance any of our then-existing debt and may severely restrict our ability to execute on our business strategy, which includes the continued acquisition of additional products or businesses.

We may not be able to generate sufficient cash to service all of our indebtedness and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.*

Our ability to make scheduled payments under or to refinance our debt obligations depends on our financial condition and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. Our ability to generate cash flow to meet our payment obligations under our debt may also depend on the successful implementation of our operating and growth strategies, including the Acquisition. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay capital expenditures, sell assets or business operations, seek additional capital or restructure or refinance our indebtedness. We cannot ensure that we would be able to take any of these actions, that these actions would be successful and permit us to meet our scheduled debt service obligations or that these actions would be permitted under the terms of existing or future debt agreements, including the indentures that govern our outstanding notes and the Credit Agreement. In addition, any failure to make payments of interest and principal on our outstanding indebtedness on a timely basis would likely result in a reduction of our credit rating, which could harm our ability to incur additional indebtedness.

If we cannot make scheduled payments on our debt, we will be in default and, as a result:

• our debt holders could declare all outstanding principal and interest to be due and payable;
• the lenders under the Credit Agreement could foreclose against the assets securing the borrowings then outstanding; and
• we could be forced into bankruptcy or liquidation.

We generally have broad discretion in the use of our cash and may not use it effectively.*

Our management has broad discretion in the application of our cash, and investors will be relying on the judgment of our management regarding the use of our cash. Our management may not apply our cash in ways that ultimately increase the value of any investment in our securities. We expect to use our existing cash to fund U.S. commercialization activities for our products, to potentially fund additional regulatory approvals of DUEXIS, ACTIMMUNE, RAYOS/LODOTRA and RAVICTI, to potentially fund development life cycle management or manufacturing activities of ACTIMMUNE, RAYOS/LODOTRA and PENNSAID 2% for other indications and for working capital, capital expenditures and general corporate purposes. We may also invest our cash in short-term, investment-grade, interest-bearing securities. These investments may not yield a favorable return to our shareholders. If we do not invest or apply our cash in ways that enhance shareholder value, we may fail to achieve expected financial results, which could cause the price of our ordinary shares to decline.

Our ability to utilize our net operating loss carry forwards and certain other tax attributes may be limited.*

Under Section 382 of the Code, if a corporation undergoes an “ownership change” (generally defined as a greater than 50% change (by value) in its equity ownership over a three year period), the corporation’s ability to use pre-change net operating loss carry forwards and other pre-change tax attributes to offset post-change income may be limited. In September 2014, the acquisition of Vidara triggered an “ownership change” limitation and, as a result, we will be subject to annual limits on our ability to utilize net operating loss carry forwards of Horizon Pharma Holdings USA Inc. and its subsidiary. We estimate this will result in annual limits of $91.1 million, $84.0 million and $84.0 million in 2015, 2016 and 2017, respectively. The net operating loss carry forward limitation is cumulative such that any use of the carry forwards below the limitation in one year will result in a corresponding increase in the limitation for the subsequent tax year.
Following certain acquisitions of a U.S. corporation by a foreign corporation, Section 7874 of the Code limits the ability of the acquired U.S. corporation and its U.S. affiliates to utilize U.S. tax attributes such as net operating losses to offset U.S. taxable income resulting from certain transactions. Based on the limited guidance available, we expect this limitation is applicable following the acquisition of Vidara. As a result, it is not currently expected that HPI or our other U.S. affiliates will be able to utilize their U.S. tax attributes to offset their U.S. taxable income, if any, resulting from certain taxable transactions following the acquisition of Vidara. Notwithstanding this limitation, we expect that HPI will be able to fully utilize its U.S. net operating losses prior to their expiration. As a result of this limitation, however, it may take HPI longer to use its net operating losses. Moreover, contrary to these expectations, it is possible that the limitation under Section 7874 of the Code on the utilization of U.S. tax attributes could prevent us from fully utilizing our U.S. tax attributes prior to their expiration if HPI does not generate taxable income consistent with our expectations.

Any limitation on our ability to use our net operating loss carry forwards, including the carry forwards of Hyperion, will likely increase the taxes we would otherwise pay in future years if we were not subject to such limitations.

Unstable market and economic conditions may have serious adverse consequences on our business, financial condition and share price.*

As widely reported, global credit and financial markets have experienced extreme disruptions in the past several years, including severely diminished liquidity and credit availability, declines in consumer confidence, declines in economic growth, increases in unemployment rates, and uncertainty about economic stability. While there has been some recent improvement in some of these financial metrics, there can be no assurance that further deterioration in credit and financial markets and confidence in economic conditions will not occur. Our general business strategy may be adversely affected by any such economic downturn, volatile business environment and continued unpredictable and unstable market conditions. If the current equity and credit markets deteriorate again, or do not improve, it may make any necessary debt or equity financing more difficult to complete, more costly, and more dilutive. Failure to secure any necessary financing in a timely manner and on favorable terms could have a material adverse effect on our growth strategy, financial performance and share price and could require us to delay or abandon commercialization or development plans. In addition, there is a risk that one or more of our current service providers, manufacturers and other partners may not survive these difficult economic times, which could directly affect our ability to attain our operating goals on schedule and on budget.

At March 31, 2015, we had $544.2 million of cash and cash equivalents consisting of cash and money market funds. While we are not aware of any downgrades, material losses, or other significant deterioration in the fair value of our cash equivalents or marketable securities since March 31, 2015, no assurance can be given that further deterioration in conditions of the global credit and financial markets would not negatively impact our current portfolio of cash equivalents or marketable securities or our ability to meet our financing objectives. Further dislocations in the credit market may adversely impact the value and/or liquidity of marketable securities owned by us.

Changes in accounting rules or policies may affect our financial position and results of operations.*

U.S. GAAP and related implementation guidelines and interpretations can be highly complex and involve subjective judgments. Changes in these rules or their interpretation, the adoption of new guidance or the application of existing guidance to changes in our business could significantly affect our financial position and results of operations. In addition, our operation as an Irish company with multiple subsidiaries in different jurisdictions adds additional complexity to the application of U.S. generally accepted accounting principles and this complexity will be exacerbated further if we complete additional strategic transactions. Changes in the application of existing rules or guidance applicable to us or our wholly-owned subsidiaries could significantly affect our consolidated financial position and results of operations.

Covenants under the indenture governing our outstanding notes and the Credit Agreement restrict our business and operations in many ways and if we do not effectively manage our covenants, our financial conditions and results of operations could be adversely affected.*

The Credit Agreement and the indenture governing the 2023 Senior Notes impose various covenants that limit our ability and/or our restricted subsidiaries’ ability to, among other things:

- pay dividends or distributions, repurchase equity, prepay junior debt and make certain investments;
- incur additional debt and issue certain preferred stock;
- incur liens on assets;
- engage in certain asset sales;
- merge, consolidate with or merge or sell all or substantially all of our assets;
- enter into transactions with affiliates;
These covenants may:

- limit our ability to borrow additional funds for working capital, capital expenditures, acquisitions or other general business purposes;
- limit our ability to use our cash flow or obtain additional financing for future working capital, capital expenditures, acquisitions or other general business purposes;
- may require us to use a substantial portion of our cash flow from operations to make debt service payments;
- limit our flexibility to plan for, or react to, changes in our business and industry;
- place us at a competitive disadvantage compared to less leveraged competitors; and
- increase our vulnerability to the impact of adverse economic and industry conditions.

If we are unable to successfully manage the limitations and decreased flexibility on our business due to our significant debt obligations, we may not be able to capitalize on strategic opportunities or grow our business to the extent we would be able to without these limitations.

Our failure to comply with any of the covenants could result in a default under the Credit Agreement or the indenture governing the 2023 Senior Notes, which could permit the administrative agent or the trustee, as applicable, to, or permit the lenders or the holders of the 2023 Senior Notes to cause the administrative agent or the trustee, as applicable, to, declare all or part of any outstanding loans or the notes to be immediately due and payable or to exercise any remedies provided to the administrative agent or the trustee, including, in the case of the Credit Agreement proceeding against the collateral granted to secure our obligations under the Credit Agreement. An event of default under either the Credit Agreement or the indenture governing the 2023 Senior Notes could also lead to an event of default under the terms of the other agreement and the indentures governing our outstanding 2.50% Exchangeable Senior Notes due 2022, or the Exchangeable Senior Notes, and 5.00% Convertible Senior Notes due 2018, or the Convertible Senior Notes. Any such event of default or any exercise of rights and remedies by our creditors could seriously harm our business.

If intangible assets that we have recorded in connection with the acquisitions of the U.S. rights to VIMOVO and PENNSAID 2%, the acquisition of Vidara and the acquisition of Hyperion become impaired, we could have to take significant charges against earnings.*

In connection with the accounting for acquisitions of the U.S. rights to VIMOVO and PENNSAID 2%, the acquisition of Vidara and the acquisition of Hyperion, we have recorded significant amounts of intangible assets. Under GAAP, we must assess, at least annually and potentially more frequently, whether the value of goodwill and other indefinite-lived intangible assets has been impaired. Amortizing intangible assets will be assessed for impairment in the event of an impairment indicator. Any reduction or impairment of the value of goodwill or other intangible assets will result in a charge against earnings, which could materially adversely affect our results of operations and shareholders’ equity in future periods.

**Risks Related to Our Intellectual Property**

If we are unable to obtain or protect intellectual property rights related to our products and product candidates, we may not be able to compete effectively in our markets.*

We rely upon a combination of patents, trade secret protection and confidentiality agreements to protect the intellectual property related to our products and product candidates. The strength of patents in the biotechnology and pharmaceutical field involves complex legal and scientific questions and can be uncertain. The patent applications that we own or in-license may fail to result in issued patents with claims that cover our products in the United States or in other foreign countries. If this were to occur, early generic competition could be expected against our current products and other product candidates in development. There is no assurance that the potentially relevant prior art relating to our patents and patent applications has been found, which can invalidate a patent or prevent a patent from issuing based on a pending patent application. In particular, because the APIs in DUEXIS, VIMOVO and RAYOS/LODOTRA have been on the market as separate products for many years, it is possible that these products have previously been used off-label in such a manner that such prior usage would affect the validity of our patents or our ability to obtain patents based on our patent applications. In addition, claims directed to dosing and dose adjustment may be substantially less likely to issue in light of the Supreme Court decision in Mayo Collaborative Services v. Prometheus Laboratories, Inc., where the court held that claims directed to methods of determining whether to adjust drug dosing levels based on drug metabolite levels in the red blood cells were not patent eligible because they were directed to a law of nature. This decision may have wide-ranging implications on the validity and scope of pharmaceutical method claims.
Even if patents do successfully issue, third parties may challenge their validity, enforceability or scope, which may result in such patents being narrowed or invalidated.

On February 15, 2012, we received a Paragraph IV Patent Certification from Par Pharmaceutical, Inc. advising that Par Pharmaceutical, Inc. had filed an ANDA with the FDA for a generic version of DUEXIS, containing 800 mg of ibuprofen and 26.6 mg of famotidine. In March 2012, we filed a patent infringement lawsuit in the United States District Court for the District of Delaware against Par for filing an ANDA against DUEXIS and seeking an injunction to prevent the approval of Par's ANDA and/or prevent Par from selling a generic version of DUEXIS. In January 2013, we filed a second suit against Par in the United States District Court for the District of Delaware claiming patent infringement of additional patents that have been issued for DUEXIS and seeking an injunction to prevent the approval of Par's ANDA and/or prevent Par from selling a generic version of DUEXIS.

On August 21, 2013, we entered into the Par settlement agreement and Par license agreement with Par relating to the patent infringement litigation. The Par settlement agreement provides for a full settlement and release by both us and Par of all claims that were or could have been asserted in the litigation and that arise out of the specific patent issues that were the subject of the litigation, including all resulting damages or other remedies. Par retains the ability to challenge the enforceability and validity of the asserted patents as they relate to products other than DUEXIS.

Under the Par license agreement, we granted Par a non-exclusive license (that is only royalty-bearing in some circumstances) to manufacture and commercialize Par's generic version of DUEXIS in the United States after the generic entry date and to take steps necessary to develop inventory of, and obtain regulatory approval for, but not commercialize, Par's generic version of DUEXIS prior to the generic entry date. The License covers all patents owned or controlled by us during the term of the Par license agreement that would, absent the License, be infringed by the manufacture, use, sale, offer for sale, or importation of Par's generic version of DUEXIS in the United States. Unless terminated sooner pursuant to the terms of the Par license agreement, the License will continue until the last to expire of the licensed patents and/or applicable periods of regulatory exclusivity.

Under the Par license agreement, the generic entry date is January 1, 2023; however, Par may be able to enter the market earlier in certain circumstances. Such events relate to the resolution of potential future third party DUEXIS patent litigation, the entry of other third party generic versions of DUEXIS or certain specific changes in DUEXIS market conditions. Only in the event that Par enters the DUEXIS market due to the specified changes in DUEXIS market conditions will the License become royalty-bearing, with the royalty obligations ceasing upon the occurrence of one of the other events that would have allowed Par to enter the DUEXIS market.

Under the Par license agreement, we also agreed, on behalf of ourselves and our affiliates, not to sue or assert any claim against Par for infringement of any patent or patent application owned or controlled by us during the term of the Par license agreement based on the manufacture, use, sale, offer for sale, or importation of Par's generic version of DUEXIS in the United States.

The Par license agreement may be terminated by us if Par commits a material breach of the agreement that is not cured or curable within 30 days after we provide notice of the breach. We may also terminate the Par license agreement immediately if Par or any of its affiliates initiate certain challenges to the validity or enforceability of any of the licensed patents or their foreign equivalents. In addition, the Par license agreement will terminate automatically upon termination of the Par settlement agreement.

On July 15, 2013, we received a Paragraph IV Patent Certification from Watson advising that Watson had filed an ANDA with the FDA for a generic version of RAYOS, containing up to 5 mg of prednisone. Watson has not advised us as to the timing or status of the FDA's review of its filing. On August 26, 2013, we, together with Jansky, filed suit in the United States District Court for the District of New Jersey against WLF seeking an injunction to prevent the approval of the ANDA. The lawsuit alleges that WLF has infringed U.S. Patent Nos. 6,488,960, 6,677,326, 8,168,218, 8,309,124, and 8,394,407 by filing an ANDA seeking approval from the FDA to market generic versions of RAYOS containing 1 mg, 2 mg, and 5 mg of prednisone prior to the expiration of the patents. The subject patents are listed in the FDA's Orange Book. The commencement of the patent infringement lawsuit stays, or bars, FDA approval of WLF's ANDA for 30 months or until an earlier district court decision that the subject patents are not infringed or are invalid. Together with WLF, we have granted WLF a covenant not to sue with respect to US Patent Nos. 6,677,326 and 8,168,218, respectively, and accordingly these patents have been dismissed from the lawsuit. The court held a claim construction hearing on October 16, 2014, and issued its opinion and order on claim construction on November 10, 2014, adopting our proposed construction of both of the disputed claim terms. The court has scheduled expert discovery in the WLF action to be completed by June 2, 2015, and has set the pretrial conference for September 10, 2015. The trial date will be set following the pretrial conference.
On September 12, 2013, we received a Paragraph IV Patent Certification from Par Pharmaceutical, Inc. advising that Par Pharmaceutical, Inc. had filed an ANDA with the FDA for a generic version of RAYOS, containing up to 5 mg of prednisone. On October 22, 2013, we, together with Jagotec, filed suit in the United States District Court for the District of New Jersey against Par seeking an injunction to prevent the approval of the ANDA. The lawsuit alleged that Par had infringed U.S. Patent Nos. 6,488,960, 6,677,326, 8,168,218, 8,309,124 and 8,394,407 by filing an ANDA seeking approval from the FDA to market generic versions of RAYOS prior to the expiration of the patents. The subject patents are listed in the FDA’s Orange Book. On November 20, 2013, we were notified by counsel for Par that Par Pharmaceutical, Inc. had elected to withdraw its ANDA with the FDA for a generic version of RAYOS containing 2 mg and 5 mg of prednisone. On December 5, 2013, we entered into a Stipulation of Dismissal with Par Pharmaceutical, Inc. whereby Par Pharmaceutical, Inc. agreed to withdraw its application to market a generic version of RAYOS.

On November 13, 2014, we received a Paragraph IV Patent Certification from Watson advising that Watson had filed an ANDA with the FDA for a generic version of PENNSAID 2%. Watson has not advised us as to the timing or status of the FDA’s review of its filing.

On December 23, 2014, we filed suit in the United States District Court for the District of New Jersey against Watson seeking an injunction to prevent the approval of the ANDA. The lawsuit alleges that Watson has infringed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,741,956 from Paddock advising that Paddock had filed an ANDA with the FDA for a generic version of PENNSAID 2%. On January 9, 2015, we received from Paddock another Paragraph IV Patent Certification against newly Orange Book listed U.S. Patent No. 8,871,809. On January 13, 2015 and January 14, 2015, we filed suits in the United States District Court for the District of New Jersey and the United States District Court for the District of Delaware, respectively, against Paddock seeking an injunction to prevent the approval of the ANDA. The lawsuits alleged that Paddock has infringed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,871,809 by filing an ANDA seeking approval from the FDA to market generic versions of PENNSAID 2% prior to the expiration of the patents.

On May 6, 2015, we entered into the Perrigo settlement agreement with Perrigo relating to our on-going patent infringement litigation. The Perrigo settlement agreement provides for a full settlement and release by both us and Perrigo of all claims that were or could have been asserted in the litigation and that arise out of the issues that were the subject of the litigation or Perrigo’s generic version of PENNSAID 2%.

Under the Perrigo settlement agreement, we granted Perrigo a non-exclusive license to manufacture and commercialize Perrigo’s generic version of PENNSAID 2% in the United States after the license effective date and to take steps necessary to develop inventory of, and prepare to commercialize, Perrigo’s generic version of PENNSAID 2% during certain limited periods prior to the license effective date.

Under the Perrigo settlement agreement, the license effective date is January 10, 2029; however, Perrigo may be able to enter the market earlier in certain circumstances. Such events relate to the resolution of any other third party PENNSAID 2% patent litigation, the entry of other third party generic versions of PENNSAID 2% or certain substantial reductions in our PENNSAID 2% shipments over specified periods of time.

Under the Perrigo settlement agreement, we also agreed not to sue or assert any claim against Perrigo for infringement of any patent or patent application owned or controlled by us during the term of the Perrigo settlement agreement based on the manufacture, use, sale, offer for sale, or importation of Perrigo’s generic version of PENNSAID 2% in the United States.

In certain circumstances following the entry of other third party generic versions of PENNSAID 2%, we may be required to supply Perrigo PENNSAID 2% as our authorized distributor of generic PENNSAID 2%, with us receiving specified percentages of any net sales by Perrigo. We also agreed that if we enter into any similar agreements with other parties with respect to generic versions of PENNSAID 2%, we will amend the Perrigo settlement agreement to provide Perrigo with terms that are no less favorable than those provided to the other parties.

Currently, patent litigation is pending in the United States District Court for the District of New Jersey against four generic companies intending to market VIMOVO before the expiration of patents listed in the Orange Book. These cases are in the United States District Court for the District of New Jersey and have been consolidated for discovery purposes. They are collectively known as the VIMOVO cases, and involve the following sets of defendants: (i) Dr. Reddy’s; (ii) Lupin; (iii) Mylan; and (iv) Actavis. Patent litigation in the United States District Court for the District of New Jersey against a fifth generic company, Anchen, was dismissed on June 9, 2014 after Anchen recertified under Paragraph III. We understand that Dr. Reddy’s has entered into a settlement agreement, Dr. Reddy’s is now able to commercialize VIMOVO under AstraZeneca’s Nexium patent rights. The settlement agreement, however, has no effect on the VIMOVO patent rights that are still the subject of patent litigation. As part of our acquisition of the U.S. rights to VIMOVO, we have taken over and are responsible for the patent litigations that include the Penzen patents licensed to us under the Pozen license agreement.

The VIMOVO cases were filed on February 25, 2015, January 4, 2013, January 10, 2013, May 10, 2013, June 28, 2013 and October 23, 2013 and collectively include allegations of infringement of U.S. Patent Nos. 6,926,907 and 8,557,285. The Company understands the cases arise from Paragraph IV Notice Letters providing notice of the filing of ANDAs with the FDA seeking regulatory approval to market generic versions of VIMOVO before the expiration of the patents-in-suit. The Company understands the Dr. Reddy’s notice letters were dated March 11, 2011, November 20, 2012 and April 20, 2015; the Lupin notice letters were dated June 10, 2011 and March 12, 2014; the Mylan notice letters were dated May 16, 2013 and February 9, 2015; the Actavis notice letters were dated March 29, 2013 and November 5, 2013; and the Anchen notice letter was dated September 16, 2011. The court has issued a claims construction order and has set a pretrial schedule but has not yet set a trial date.

On February 25, 2015, Dr. Reddy’s Laboratories, Inc. filed a Petition for Inter Partes Review of U.S. Patent No. 8,557,285, one of the patents in litigation in the above referenced VIMOVO cases. The Patent Trial and Appeal Board has not yet issued a decision with regard to whether or not the Inter Partes Review will be instituted.
On or about December 19, 2014, we filed a Notice of Opposition to a European patent, EP 2611457, to Roberto Testi, et al., covering compositions and methods for treating FA with interferon gamma, e.g., ACTIMMUNE. In the EU, the grant of a patent may be opposed by one or more private parties.

On February 2, 2015, we received a Paragraph IV Patent Certification against Orange Book listed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, 8,741,956, and 8,871,809 from Taropharmaceuticals USA, Inc. and Taropharmaceutical Industries, Ltd., advising that Taro had filed an ANDA with the FDA for a generic version of PENNSAID 2%. Taro has not advised us as to the timing or status of the FDA’s review of its filing. On March 13, 2015, we filed suit in the United States District Court for the District of New Jersey against Taro seeking an injunction to prevent the approval of the ANDA. The lawsuit alleges that Taro has infringed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,871,809 by filing an ANDA seeking approval from the FDA to market generic versions of PENNSAID 2% prior to the expiration of the patents. The subject patents are listed in the FDA’s Orange Book. The commencement of the patent infringement lawsuit stays, or bars, FDA approval of Taro’s ANDA for 30 months or until an earlier district court decision that the subject patents are not infringed or are invalid. The court has not yet set a trial date for the Taro action.

On March 18, 2015, we received a Paragraph IV Patent Certification against Orange Book listed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, 8,741,956, and 8,871,809 from Lupin Limited advising that Lupin Limited had filed an ANDA with the FDA for generic version of PENNSAID 2%. Lupin Limited has not advised us as to the timing or status of the FDA’s review of its filing. On April 13, 2015, we filed suit in the United States District Court for the District of New Jersey against Lupin, seeking an injunction to prevent the approval of the ANDA. The lawsuit alleges that Lupin has infringed U.S. Patent Nos. 8,217,078, 8,252,838, 8,546,450, 8,563,613, 8,618,164, and 8,871,809 by filing an ANDA seeking approval from the FDA to market generic versions of PENNSAID 2% prior to the expiration of the patents. The subject patents are listed in the FDA’s Orange Book. The commencement of the patent infringement lawsuit stays, or bars, FDA approval of Lupin’s ANDA for 30 months or until an earlier district court decision that the subject patents are not infringed or are invalid. The court has not yet set a trial date for the Lupin action.

On March 17, 2014, Hyperion received notice from Par Pharmaceutical, Inc. that it had filed an ANDA with the FDA seeking approval for a generic version of our product RAVICTI. The ANDA contained a Paragraph IV Patent Certification alleging that two of the patents covering RAVICTI, U.S. Patent No. 8,404,215, titled “Methods of therapeutic monitoring of nitrogen scavenging drugs,” which expires in March 2032, and U.S. Patent No. 8,642,012, titled “Methods of treatment using ammonia scavenging drugs,” which expires in September 2030, are invalid and/or will not be infringed by Par’s manufacture, use or sale of the product for which the ANDA was submitted. Par did not challenge the validity, enforceability, or infringement of the primary composition of matter patent for RAVICTI, U.S. Patent No. 5,968,979 titled “Triglycerides and ethyl esters of phenylalkanoic acid and phenylalkenoic acid useful in treatment of various disorders,” which would have expired on February 7, 2015, but as to which Hyperion has been granted an interim term of extension until February 7, 2016. Hyperion filed suit against Par on April 23, 2014, and we have taken over and are responsible for this patent litigation.

On April 29, 2015, Par filed petitions for IPR of the ’215 patent and the ’012 patent. The Patent Trial and Appeal Board has not yet issued a decision with regard to whether or not the IPRs will be instituted.

We intend to vigorously defend our intellectual property rights relating to DUEXIS, VIMOVO, ACTIMMUNE, PENNSAID 2%, RAYOS and RAVICTI, but we cannot predict the outcome of the WLF matter related to RAYOS or the DRL cases, the Mylan cases, or the Watson cases related to VIMOVO, the Watson cases related to PENNSAID 2%, or the Par Pharmaceutical matter related to RAVICTI. Any adverse outcome in these matters or any new generic challenges that may arise could result in the sale or generic versions of DUEXIS, VIMOVO, ACTIMMUNE, PENNSAID 2%, RAYOS or RAVICTI being launched before the expiration of the listed patents, which could adversely affect our ability to successfully execute our business strategy to increase sales of DUEXIS, VIMOVO, ACTIMMUNE, PENNSAID 2% and/or RAYOS and RAVICTI, and would negatively impact our financial condition and results of operations, including causing a significant decrease in our revenues and cash flows.

Furthermore, even if they are unchallenged, our patents and patent applications may not adequately protect our intellectual property or prevent others from designing around our claims. If the patent applications we hold with respect to DUEXIS, VIMOVO, ACTIMMUNE, PENNSAID 2%, RAYOS and RAVICTI fail to issue or if their breadth or strength of protection is threatened, it could dissuade companies from collaborating with us to develop them and threaten our ability to commercialize our products. We cannot offer any assurances about which, if any, patents will issue or whether any issued patents will be found not invalid and not unenforceable or will go unthreatened by third parties. Since patent applications in the United States and most other countries are confidential for a period of time after filing, and some remain so until issued, we cannot be certain that we were the first to file any patent application related to our products or any other product candidates. Furthermore, if third parties have filed such patent applications, an interference proceeding in the United States can be provoked by a third party or instituted by us to determine who was the first to invent any of the subject matter covered by the patent claims of our applications.

With respect to RAVICTI, the composition of matter patent we hold would have expired in the United States in February 2015 without term extension. However, Hyperion applied for a term extension of approximately four years for this patent under the Drug Price Competition and Patent Term Restoration Act, or the Hatch-Waxman Act. Hyperion recently received notice that it had been granted an interim extension of this patent’s term through February 7, 2016 while the United States Patent and Trademark Office makes a final determination as to the length of the extension. We cannot be certain that the full four year term of extension for which Hyperion applied will be granted, or that there will be any extension beyond the one year interim extension. We cannot guarantee that pending patent applications related to RAVICTI will result in additional patents or that other
existing and future patents related to RAVICTI will be held valid and enforceable or will be sufficient to deter generic competition in the United States. Therefore, it is possible that upon expiration of the RAVICTI composition of matter patent, we would need to rely on forms of regulatory exclusivity, to the extent available, to protect against generic competition.

In addition to the protection afforded by patents, we rely on trade secret protection and confidentiality agreements to protect proprietary know-how that is not patentable, processes for which patents are difficult to enforce and any other elements of our drug discovery and development processes that involve proprietary know-how, information or technology that is not covered by patents. Although we expect all of our employees to assign their inventions to us, and all of our employees, consultants, advisors and any third parties who have access to our proprietary know-how, information or technology to enter into confidentiality agreements, we cannot provide any assurances that all such agreements have been duly executed or that our trade secrets and other confidential proprietary information will not be disclosed or that competitors will not otherwise gain access to our trade secrets or independently develop substantially equivalent information and techniques.

Our ability to obtain patents is highly uncertain because, to date, some legal principles remain unresolved, there has not been a consistent policy regarding the breadth or interpretation of claims allowed in patents in the United States and the specific content of patents and patent applications that are necessary to support and interpret patent claims is highly uncertain due to the complex nature of the relevant legal, scientific and factual issues. Changes in either patent laws or interpretations of patent laws in the United States and other countries may diminish the value of our intellectual property or narrow the scope of our patent protection. For example, on September 16, 2011, the Leahy-Smith America Invents Act, or the Leahy-Smith Act, was signed into law. The Leahy-Smith Act includes a number of significant changes to U.S. patent law. These include provisions that affect the way patent applications will be prosecuted and may also affect patent litigation. The United States Patent and Trademark Office, or U.S. PTO, has developed new and untested regulations and procedures to govern the full implementation of the Leahy-Smith Act, and many of the substantive changes to patent law associated with the Leahy-Smith Act, and in particular, the first to file provisions, only became effective in March 2013. The Leahy-Smith Act has also introduced procedures making it easier for third-parties to challenge issued patents, as well as to intervene in the prosecution of patent applications. Finally, the Leahy-Smith Act contains new statutory provisions that still require the U.S. PTO to issue new regulations for their implementation and it may take the courts years to interpret the provisions of the new statute. Accordingly, it is too early to tell what, if any, impact the Leahy-Smith Act will have on the operation of our business and the protection and enforcement of our intellectual property. However, the Leahy-Smith Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents. In addition, the ACA allows applicants seeking approval of biosimilar or interchangeable versions of biological products such as ACTIMMUNE to initiate a process for challenging some or all of the patents covering the innovator biological product used as the reference product. This process is complicated and could result in the limitation or loss of certain patent rights. An inability to obtain, enforce and defend patents covering our proprietary technologies would materially and adversely affect our business prospects and financial condition.

Further, the laws of some foreign countries do not protect proprietary rights to the same extent or in the same manner as the laws of the United States and Canada. As a result, we may encounter significant problems in protecting and defending our intellectual property both in the United States and abroad. For example, if the issuance, in a given country, of a patent to us, covering an invention, is not followed by the issuance, in other countries, of patents covering the same invention, or if any judicial interpretation of the validity, enforceability, or scope of the claims in, or the written description or enablement in, a patent issued in one country is not similar to the interpretation given to the corresponding patent issued in another country, our ability to protect our intellectual property in those countries may be limited. Changes in either patent laws or in interpretations of patent laws in the United States and other countries may materially diminish the value of our intellectual property or narrow the scope of our patent protection. If we are unable to prevent material disclosure of the non-patented intellectual property related to our technologies to third parties, and there is no guarantee that we will have any such enforceable trade secret protection, we may not be able to establish or maintain a competitive advantage in our market, which could materially adversely affect our business, results of operations and financial condition.

Third-party claims of intellectual property infringement may prevent or delay our development and commercialization efforts.*

Our commercial success depends in part on us avoiding infringement of the patents and proprietary rights of third parties. There is a substantial amount of litigation, both within and outside the United States, involving patent and other intellectual property rights in the biotechnology and pharmaceutical industries, including patent infringement lawsuits, interferences, oppositions and inter party reexamination proceedings before the U.S. PTO. Numerous U.S. and foreign issued patents and pending patent applications, which are owned by third parties, exist in the fields in which our collaborators are developing product candidates. As the biotechnology and pharmaceutical industries expand and more patents are issued, the risk increases that our product candidates may be subject to claims of infringement of the patent rights of third parties.

Third parties may assert that we are employing their proprietary technology without authorization. There may be third-party patents or patent applications with claims to materials, formulations, methods of manufacture or methods for treatment related to the use or manufacture of our products and/or any other product candidates. Because patent applications can take many years to issue, there may be currently pending patent applications, which may later result in issued patents that our product candidates may
We rely on a license from Ucyclyd with respect to technology developed by Ucyclyd in connection with the manufacturing of RAVICTI. The purchase agreement under which Hyperion purchased the worldwide rights to RAVICTI contains obligations to pay Ucyclyd regulatory and sales milestone payments relating to RAVICTI, as well as royalties on the net sales of RAVICTI. On May 31, 2013, when Hyperion acquired BUPHENYL, under a restated collaboration agreement with Ucyclyd, Hyperion received a license to use some of the manufacturing technology developed by Ucyclyd in connection with the manufacturing of BUPHENYL. The restated collaboration agreement also contains obligations to pay Ucyclyd regulatory and sales milestone payments, as well as royalties on net sales of BUPHENYL. If we fail to make a required payment to Ucyclyd and do not cure the failure with the required time period, Ucyclyd may be able to terminate the license to use its manufacturing technology for RAVICTI and BUPHENYL. If we lose access to the Ucyclyd manufacturing technology, we cannot guarantee that an acceptable manufacturing technology, we cannot guarantee that an acceptable Ucyclyd may be able to terminate the license to use its manufacturing technology for RAVICTI and BUPHENYL. If we lose access to the Ucyclyd manufacturing technology, we cannot guarantee that an acceptable

**If we fail to comply with our obligations in the agreements under which we license rights to technology from third parties, we could lose license rights that are important to our business.**

We are party to a number of technology licenses that are important to our business and expect to enter into additional licenses in the future. For example, we hold an exclusive license to SkyePharma’s proprietary technology and know-how covering the delayed release of corticosteroids relating to RAYOS/LODOTRA. If we fail to comply with our obligations under our agreement with SkyePharma or our other license agreements, or if we are subject to a bankruptcy, the licensor may have the right to terminate the license, in which event we would not be able to market products covered by the license, including RAYOS/LODOTRA.

In connection with our November 2013 acquisition of the U.S. rights to VIMOVO, we (i) received the benefit of a covenant not to sue under AstraZeneca’s patent portfolio with respect to Nexium (which shall automatically become a license under such patent portfolio if and when AstraZeneca reacquires control of such patent portfolio from Merck Sharp & Dohme Corp. and certain of its affiliates), (ii) were assigned AstraZeneca’s amended and restated collaboration and license agreement for the United States with Pozen under which AstraZeneca has in-licensed exclusive rights under certain of Pozen’s patents with respect to VIMOVO, and (iii) acquired AstraZeneca’s co-ownership rights with Pozen with respect to certain joint patents covering VIMOVO, all for the commercialization of VIMOVO in the United States. If we fail to comply with our obligations under our agreements with AstraZeneca or if we fail to comply with our obligations under our agreements with Pozen as we take over AstraZeneca’s agreements with Pozen, our rights to commercialize VIMOVO in the United States may be adversely affected or terminated by AstraZeneca or Pozen.

We also license rights to patents, know-how and trademarks for ACTIMMUNE from Genentech, under an agreement that remains in effect for so long as we continue to commercialize and sell ACTIMMUNE. However, Genentech may terminate the agreement upon our material default, if not cured within a specified period of time. Genentech may also terminate the agreement in the event of our bankruptcy or insolvency. Upon such a termination of the agreement, all intellectual property rights conveyed to us under the agreement, including the rights to the ACTIMMUNE trademark, revert to Genentech. If we fail to comply with our obligations under this agreement, we could lose the ability to market and distribute ACTIMMUNE, which would have a material adverse effect on our business, financial condition and results of operations.

We rely on a license from Ucyclyd with respect to technology developed by Ucyclyd in connection with the manufacturing of RAVICTI. The purchase agreement under which Hyperion purchased the worldwide rights to RAVICTI contains obligations to pay Ucyclyd regulatory and sales milestone payments relating to RAVICTI, as well as royalties on the net sales of RAVICTI. On May 31, 2013, when Hyperion acquired BUPHENYL, under a restated collaboration agreement with Ucyclyd, Hyperion received a license to use some of the manufacturing technology developed by Ucyclyd in connection with the manufacturing of BUPHENYL. The restated collaboration agreement also contains obligations to pay Ucyclyd regulatory and sales milestone payments, as well as royalties on net sales of BUPHENYL. If we fail to make a required payment to Ucyclyd and do not cure the failure with the required time period, Ucyclyd may be able to terminate the license to use its manufacturing technology for RAVICTI and BUPHENYL. If we lose access to the Ucyclyd manufacturing technology, we cannot guarantee that an acceptable
alternative method of manufacture could be developed or acquired. Even if alternative technology could be developed or acquired, the loss of the Ucyclyd technology could still result in substantial costs and potential periods where we would not be able to market and sell RAVICTI and/or BUPHENYL. We also license intellectual property necessary for commercialization of RAVICTI from Brusilow Enterprises. Brusilow may be entitled to terminate the license if we breach the agreement, including failure to pay required royalties on net sales of RAVICTI, or we do not meet specified diligence obligations in our development and commercialization of RAVICTI, and we do not cure the failure within the required time period. If the license from Brusilow is terminated, it may be difficult or impossible for us to continue to commercialize RAVICTI, which would have a material adverse effect on our business, financial condition and results of operations.

We may be involved in lawsuits to protect or enforce our patents or the patents of our licensors, which could be expensive, time consuming and unsuccessful.*

Competitors may infringe our patents or the patents of our licensors. To counter infringement or unauthorized use, we may be required to file infringement claims, which can be expensive and time-consuming. In addition, in an infringement proceeding, a court may decide that one of our patents, or a patent of one of our licensors, is not valid or is unenforceable, or may refuse to stop the other party from using the technology at issue on the grounds that our patents do not cover the technology in question. An adverse result in any litigation or defense proceedings could put one or more of our patents at risk of being invalidated or interpreted narrowly and could put our patent applications at risk of not issuing.

There are numerous post grant review proceedings available at the U.S. PTO (including inter partes review, post-grant review and ex-parte reexamination) and similar proceedings in other countries of the world that could be initiated by a third party that could potentially negatively impact our issued patents.

Interference proceedings provoked by third parties or brought by us may be necessary to determine the priority of inventions with respect to our patents or patent applications or those of our collaborators or licensors. An unfavorable outcome could require us to cease using the related technology or to attempt to license rights to it from the prevailing party. Our business could be harmed if the prevailing party does not offer us a license on commercially reasonable terms. Our defense of litigation or interference proceedings may fail and, even if successful, may result in substantial costs and distract our management and other employees. We may not be able to prevent, alone or with our licensors, misappropriation of our intellectual property rights, particularly in countries where the laws may not protect those rights as fully as in the United States.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. There could also be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a material adverse effect on the price of our ordinary shares.

Obtaining and maintaining our patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements.*

Periodic maintenance fees on any issued patent are due to be paid to the U.S. PTO and foreign patent agencies in several stages over the lifetime of the patent. The U.S. PTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application process. While an inadvertent lapse can in many cases be cured by payment of a late fee or by other means in accordance with the applicable rules, there are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. Non-compliance events that could result in abandonment or lapse of a patent or patent application include, but are not limited to, failure to respond to official actions within prescribed time limits, non-payment of fees and failure to properly legalize and submit formal documents. If we or licensors that control the prosecution and maintenance of our licensed patents fail to maintain the patents and patent applications covering our product candidates, our competitors might be able to enter the market, which would have a material adverse effect on our business.

We may be subject to claims that our employees, consultants or independent contractors have wrongfully used or disclosed confidential information of third parties.

We employ individuals who were previously employed at other biotechnology or pharmaceutical companies. We may be subject to claims that us or our employees, consultants or independent contractors have inadvertently or otherwise used or disclosed confidential information of our employees’ former employers or other third parties. We may also be subject to claims that former employers or other third parties have an ownership interest in our patents. Litigation may be necessary to defend against these claims. There is no guarantee of success in defending these claims, and if we are successful, litigation could result in substantial cost and be a distraction to our management and other employees.
Risks Related to Ownership of Our Ordinary Shares

We do not know whether an active, liquid and orderly trading market for our ordinary shares will be sustained or what the market price of our ordinary shares will be and as a result it may be difficult to sell our ordinary shares.*

Although our ordinary shares are listed on The NASDAQ Global Select Market, an active trading market for our shares may never be sustained. Further, an inactive market may impair our ability to raise capital by selling our ordinary shares and may impair our ability to enter into strategic partnerships or acquire companies or products by using our ordinary shares as consideration.

The market price of our ordinary shares historically has been volatile and is likely to be highly volatile, and you could lose all or part of any investment in our ordinary shares.*

The trading price of our ordinary shares has been highly volatile and could be subject to wide fluctuations in response to various factors, some of which are beyond our control, including limited trading volume. In addition to the factors discussed in this “Risk Factors” section and elsewhere in this report, these factors include:

• our failure to successfully execute our commercialization strategy with respect to our approved products, particularly our commercialization of our products in the United States;
• actions or announcements by third party or government payors with respect to coverage and reimbursement of our products;
• disputes or other developments relating to intellectual property and other proprietary rights, including patents, litigation matters and our ability to obtain patent protection for our products and product candidates;
• unanticipated serious safety concerns related to the use of our products;
• adverse regulatory decisions;
• changes in laws or regulations applicable to our business, products or product candidates, including but not limited to clinical trial requirements for approvals or tax laws;
• inability to comply with our debt covenants and to make payments as they become due;
• inability to obtain adequate commercial supply for any approved product or inability to do so at acceptable prices;
• developments concerning our commercial partners, including but not limited to those with our sources of manufacturing supply;
• our decision to initiate a clinical trial, not to initiate a clinical trial or to terminate an existing clinical trial;
• adverse results or delays in clinical trials;
• our failure to successfully develop, acquire, and/or in-license additional product candidates or obtain approvals for additional indications for our existing product candidates;
• introduction of new products or services offered by us or our competitors;
• our inability to effectively manage our growth;
• overall performance of the equity markets and general political and economic conditions;
• failure to meet or exceed revenue and financial projections that we may provide to the public;
• actual or anticipated variations in quarterly operating results;
• failure to meet or exceed the estimates and projections of the investment community;
• publication of research reports about us or our industry or positive or negative recommendations or withdrawal of research coverage by securities analysts;
• our inability to successfully enter new markets;
• the termination of a collaboration or the inability to establish additional collaborations;
• announcements of significant acquisitions, strategic partnerships, joint ventures or capital commitments by us or our competitors;
• our inability to maintain an adequate rate of growth;
• ineffectiveness of our internal controls or our inability to otherwise comply with financial reporting requirements;
adverse U.S. and foreign tax exposure;
• additions or departures of key management, commercial or regulatory personnel;
• issuances of debt or equity securities;
• significant lawsuits, including patent or shareholder litigation;
• changes in the market valuations of similar companies to us;
• sales of our ordinary shares by us or our shareholders in the future;
• trading volume of our ordinary shares;
• effects of natural or man-made catastrophic events or other business interruptions; and
• other events or factors, many of which are beyond our control.

In addition, the stock market in general, and The NASDAQ Global Select Market and the stocks of biotechnology companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies. Broad market and industry factors may adversely affect the market price of our ordinary shares, regardless of our actual operating performance.

We have never declared or paid dividends on our share capital and we do not anticipate paying dividends in the foreseeable future.*

We have never declared or paid any cash dividends on our ordinary shares. We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future, including due to limitations that are currently imposed by the 2015 Senior Secured Credit Facility. Any return to shareholders will therefore be limited to the increase, if any, of our ordinary share price.

We have incurred and will continue to incur significant increased costs as a result of operating as a public company and our management will be required to devote substantial time to new compliance initiatives.*

As a public company, we have incurred and will continue to incur significant legal, accounting and other expenses that we did not incur as a private company. In particular, the Sarbanes-Oxley Act of 2000, or the Sarbanes-Oxley Act, as well as rules subsequently implemented by the SEC and the NASDAQ Stock Market, Inc., or NASDAQ, impose significant requirements on public companies, including requiring establishment and maintenance of effective disclosure and financial controls and changes in corporate governance practices. These rules and regulations have substantially increased our legal and financial compliance costs and have made some activities more time-consuming and costly. These effects are exacerbated by our transition to an Irish company and the integration of Vidara’s and Hyperion’s business and operations into our historical business and operating structure. If these requirements divert the attention of our management and personnel from other business concerns, they could have a material adverse effect on our business, financial condition and results of operations. The increased costs will continue to decrease our net income or increase our net loss, and may require us to reduce costs in other areas of our business or increase the prices of our products or services. For example, these rules and regulations make it more difficult and more expensive for us to obtain and maintain director and officer liability insurance. We cannot predict or estimate the amount or timing of additional costs that we may incur to respond to these requirements. The impact of these requirements could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees or as executive officers. If we fail to comply with the continued listing requirements of NASDAQ, our ordinary shares could be delisted from The NASDAQ Global Select Market, which would adversely affect the liquidity of our ordinary shares and our ability to obtain future financing.

The Sarbanes-Oxley Act requires, among other things, that we maintain effective internal controls for financial reporting and disclosure controls and procedures. In particular, we are required to perform annual system and process evaluation and testing of our internal controls over financial reporting to allow management to report on the effectiveness of our internal controls over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act, or Section 404. Our independent registered public accounting firm is also required to deliver a report on the effectiveness of our internal control over financial reporting. Our testing, or the testing by our independent registered public accounting firm, may reveal deficiencies in its internal controls over financial reporting that are deemed to be material weaknesses. Our compliance with Section 404 requires that we incur substantial expense and expend significant management efforts, particularly because of our Irish parent company structure and international operations. In particular, prior to the acquisition of Vidara, Vidara and its affiliate entities were not subject to the requirements of the Sarbanes-Oxley Act. We are taking measures to establish or implement an internal control environment at the former Vidara entities aimed at successfully adopting the requirements of Section 404 of the Sarbanes-Oxley Act. However, it is possible that we
may experience delays in implementing or be unable to implement the required internal controls over financial reporting and other disclosure controls and procedures. In addition, while Hyperion has been subject to some of the requirements of Section 404 of the Sarbanes-Oxley Act, our independent registered public accounting firm has never been required to provide an attestation report on the effectiveness of Hyperion’s internal control over financial reporting, and we may otherwise encounter difficulties in integrating Hyperion’s internal controls within our current internal control framework. We currently do not have an internal audit group, and we may need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge, as well as retain and work with consultants with such knowledge. Moreover, if we are not able to comply with the requirements of Section 404 or if we or our independent registered public accounting firm identify deficiencies in our internal controls over financial reporting that are deemed to be material weaknesses, the market price of our ordinary shares could decline and we could be subject to sanctions or investigations by NASDAQ, the SEC or other regulatory authorities, which would require additional financial and management resources.

New laws and regulations as well as changes to existing laws and regulations affecting public companies, including the provisions of the Sarbanes-Oxley Act and rules adopted by the SEC and by NASDAQ, would likely result in increased costs as we respond to their requirements.

Sales of a substantial number of our ordinary shares in the public market could cause our share price to decline.*

If our existing shareholders sell, or indicate an intention to sell, substantial amounts of our ordinary shares in the public market, the trading price of such ordinary shares could decline. In addition, our ordinary shares that are either subject to outstanding options or reserved for future issuance under our employee benefit plans are or may become eligible for sale in the public market to the extent permitted by the provisions of various vesting schedules and Rule 144 and Rule 701 under the Securities Act of 1933, as amended, or Securities Act. If these additional ordinary shares are sold, or if it is perceived that they will be sold, in the public market, the trading price of our ordinary shares could decline.

Certain holders of our ordinary shares are entitled to rights with respect to the registration of their shares under the Securities Act. Registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act, except for shares purchased by our affiliates. For example, we are subject to a registration rights agreement with certain former Vidara shareholders that acquired our ordinary shares in connection with our acquisition of Vidara. Pursuant to this agreement, we filed and are required to maintain a registration statement covering the resale of ordinary shares held by these shareholders and in certain circumstances, these holders can require us to participate in an underwritten public offering of their ordinary shares. Any sales of securities by these shareholders or a public announcement of such sales could have a material adverse effect on the trading price of our ordinary shares.

In addition, any conversion or exchange of the Convertible Senior Notes and the Exchangeable Senior Notes, whether pursuant to their terms or pursuant to privately negotiated transactions between the issuer and/or us and a holder of such securities, could depress the market price for our ordinary shares. In the fourth quarter of 2014 and the first and second quarters of 2015, we entered into separate, privately-negotiated conversion agreements with certain holders of the Convertible Senior Notes. Under the conversion agreements, the holders agreed to convert an aggregate principal amount of $121.3 million of Convertible Senior Notes held by them and we agreed to settle such conversions by issuing 22,606,336 ordinary shares. In addition, pursuant to the conversion agreements, we made an aggregate cash payment of $22.0 million to the holders for additional exchange consideration and $2.2 million of accrued and unpaid interest. As of March 31, 2015, approximately $28.7 million in aggregate principal amount of the Convertible Senior Notes remained outstanding. We may enter into additional conversion agreements with respect to the Convertible Senior Notes or may enter into similar agreements with respect to the 2022 notes from time to time.

Future sales and issuances of our ordinary shares, securities convertible into our ordinary shares or rights to purchase ordinary shares or convertible securities could result in additional dilution of the percentage ownership of our shareholders and could cause our share price to decline.*

Additional capital may be needed in the future to continue our planned operations. To the extent we raise additional capital by issuing equity securities or securities convertible into or exchangeable for ordinary shares, our shareholders may experience substantial dilution. We may sell ordinary shares, and we may sell convertible or exchangeable securities or other equity securities in one or more transactions at prices and in a manner we determine from time to time. If we sell such ordinary shares, convertible or exchangeable securities or other equity securities in subsequent transactions, existing shareholders may be materially diluted. New investors in such subsequent transactions could gain rights, preferences and privileges senior to those of holders of ordinary shares. We also maintain equity incentive plans, including our 2014 Equity Incentive Plan, 2014 Non-Employee Equity Plan and 2014 Employee Share Purchase Plan, and intend to grant additional ordinary share awards under these and future plans, which will result in additional dilution to our existing shareholders.
Irish law differs from the laws in effect in the United States and may afford less protection to holders of our securities.*

It may not be possible to enforce court judgments obtained in the United States against us in Ireland based on the civil liability provisions of the U.S. federal or state securities laws. In addition, there is some uncertainty as to whether the courts of Ireland would recognize or enforce judgments of U.S. courts obtained against us or our directors or officers based on the civil liabilities provisions of the U.S. federal or state securities laws or hear actions against us or those persons based on those laws. We have been advised that the U.S. currently does not have a treaty with Ireland providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. Therefore, a final judgment for the payment of money rendered by any U.S. federal or state court based on civil liability, whether or not based solely on U.S. federal or state securities laws, would not automatically be enforceable in Ireland.

As an Irish company, we are governed by the Irish Companies Acts, which differ in some material respects from laws generally applicable to U.S. corporations and shareholders, including, among others, differences relating to interested director and officer transactions and shareholder lawsuits. Likewise, the duties of directors and officers of an Irish company generally are owed to the company only. Shareholders of Irish companies generally do not have a personal right of action against directors or officers of the company and may exercise such rights of action on behalf of the company only in limited circumstances. Accordingly, holders of our securities may have more difficulty protecting their interests than would holders of securities of a corporation incorporated in a jurisdiction of the United States.

Provisions of our articles of association could delay or prevent a takeover of us by a third party.*

Our articles of association could delay, defer or prevent a third party from acquiring us, despite the possible benefit to our shareholders, or otherwise adversely affect the price of our ordinary shares. For example, our articles of association:

- permit our board of directors to issue one or more series of preferred shares with rights and preferences designated by our board of directors;
- impose advance notice requirements for shareholder proposals and nominations of directors to be considered at shareholder meetings;
- stagger the terms of our board of directors into three classes; and
- require the approval of a supermajority of the voting power of the shares of our share capital entitled to vote generally at a meeting of shareholders to amend or repeal our articles of association.

In addition, several mandatory provisions of Irish law could prevent or delay an acquisition of us. For example, Irish law does not permit shareholders of an Irish public limited company to take action by written consent with less than unanimous consent. We are also subject to various provisions of Irish law relating to mandatory bids, voluntary bids, requirements to make a cash offer and minimum price requirements, as well as substantial acquisition rules and rules requiring the disclosure of interests in our ordinary shares in certain circumstances.

These provisions may discourage potential takeover attempts, discourage bids for our ordinary shares at a premium over the market price or adversely affect the market price of; and the voting and other rights of the holders of, our ordinary shares. These provisions could also discourage proxy contests and make it more difficult for you and our other shareholders to elect directors other than the candidates nominated by our board of directors, and could depress the market price of our ordinary shares.

A transfer of our ordinary shares may be subject to Irish stamp duty.*

In certain circumstances, the transfer of shares in an Irish incorporated company will be subject to Irish stamp duty, which is a legal obligation of the buyer. This duty is currently charged at the rate of 1.0% of the price paid or the market value of the shares acquired, if higher. Because our ordinary shares are traded on a recognized stock exchange in the United States, an exemption from this stamp duty is available to transfers by shareholders who hold ordinary shares beneficially through brokers which in turn hold those shares through the Depositary Trust Company, or DTC, to holders who also hold through DTC. However, a transfer by or to a record holder who holds ordinary shares directly in his, her or its own name could be subject to this stamp duty. We, in our absolute discretion and insofar as the Companies Acts or any other applicable law permit, may, or may provide that one of our subsidiaries will, pay Irish stamp duty arising on a transfer of our ordinary shares on behalf of the transferee of such ordinary shares. If stamp duty resulting from the transfer of ordinary shares which would otherwise be payable by the transferee is paid by us or any of our subsidiaries on behalf of the transferee, then in those circumstances, we will, on our behalf or on behalf of such subsidiary (as the case may be), be entitled to (i) seek reimbursement of the stamp duty from the transferee, (ii) set-off the stamp duty against any dividends payable to the transferee of those ordinary shares and (iii) claim a first and permanent lien on the ordinary shares on which stamp duty has been paid by us or such subsidiary for the amount of stamp duty paid. Our lien shall extend to all dividends paid on those ordinary shares.
Dividends paid by us may be subject to Irish dividend withholding tax*

In certain circumstances, as an Irish tax resident company, we will be required to deduct Irish dividend withholding tax (currently at the rate of 20%) from dividends paid to our shareholders. Shareholders that are resident in the United States, EU countries (other than Ireland) or other countries with which Ireland has signed a tax treaty (whether the treaty has been ratified or not) generally should not be subject to Irish withholding tax so long as the shareholder has provided its broker, for onward transmission to our qualifying intermediary or other designated agent (in the case of shares held beneficially), or our or its transfer agent (in the case of shares held directly), with all the necessary documentation by the appropriate due date prior to payment of the dividend. However, some shareholders may be subject to withholding tax, which could adversely affect the price of our ordinary shares.

If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, our share price and trading volume could decline.*

The trading market for our ordinary shares will depend in part on the research and reports that securities or industry analysts publish about us or our business. If one or more of the analysts who cover us downgrade our shares or publish inaccurate or unfavorable research about our business, our share price would likely decline. If one or more of these analysts cease coverage of our company or fail to publish reports on our company regularly, demand for our ordinary shares could decrease, which might cause our share price and trading volume to decline.

We may become involved in securities class action litigation that could divert our management’s attention and harm our business and could subject us to significant liabilities.*

The stock markets have from time to time experienced significant price and volume fluctuations that have affected the market prices for the equity securities of pharmaceutical companies. These broad market fluctuations may cause the market price of our ordinary shares to decline. In the past, securities class action litigation has often been brought against a company following a decline in the market price of its securities. This risk is especially relevant for us because biotechnology and biopharmaceutical companies have experienced significant stock price volatility in recent years. We may become involved in this type of litigation in the future. Even if we are successful in defending against any such claims, litigation could result in substantial costs and may be a distraction to our management, and may result in unfavorable results that could adversely impact our financial condition and prospects.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

We completed the following issuances of unregistered securities during the three months ended March 31, 2015:

• In January 2015, we issued 4,013 ordinary shares to Silicon Valley Bank upon the cashless exercise of a warrant to purchase an aggregate of 10,921 ordinary shares.

• In February 2015, we issued 759,050 ordinary shares to Mag & Co. fbo Fidelity Select Portfolios: Biotechnology Portfolio upon the cash exercise of a warrant and we received proceeds of $3,468,858.50 representing the aggregate exercise price of such warrant.

• In February 2015, we issued 55,250 ordinary shares to Bangle & Co. upon the cash exercise of a warrant and we received proceeds of $252,492.50 representing the aggregate exercise price of such warrant.

• In February 2015 and March 2015, we issued an aggregate of 304,429 ordinary shares to OTA LLC upon the cash exercise of warrants and we received proceeds of $1,391,240.53 representing the aggregate exercise price of such warrants.

• In February 2015 and March 2015, we issued an aggregate of 770,184 ordinary shares to Sabby Management upon the cash exercise of warrants and we received proceeds of $3,429,302.67 representing the aggregate exercise price of such warrants.

• In March 2015, we issued 252,549 ordinary shares to Checker Co C/O State Street Bank and Trust upon the cash exercise of a warrant and we received proceeds of $1,154,148.93 representing the aggregate exercise price of such warrant.

• In March 2015, we issued 2,500 ordinary shares to United Capital Management upon the cash exercise of a warrant and we received proceeds of $11,425.00 representing the aggregate exercise price of such warrant.

• In March 2015, we issued 47,451 ordinary shares to Cummings Bay Healthcare Master Fund LP upon the cash exercise of a warrant and we received proceeds of $216,851.07 representing the aggregate exercise price of such warrant.
In March 2015, we issued 554,564 ordinary shares to Essex Woodlands Health Ventures Fund VII, LP upon the cashless exercise of a warrant to purchase an aggregate of 690,369 ordinary shares.

The offers, sales and issuances of the securities described above were deemed to be exempt from registration under the Securities Act of 1933, as amended, in reliance on Rule 506 of Regulation D in that each issuance of securities was to an accredited investor under Rule 501 of Regulation D and did not involve a public offering. The recipients of securities in each of these transactions acquired the securities for investment only and not with a view to or for sale in connection with any distribution thereof and appropriate legends were affixed to the securities issued in these transactions.

ITEM 5. OTHER INFORMATION

Hyperion Material Agreements

On May 7, 2015, we completed the acquisition of Hyperion pursuant to the terms of our Agreement and Plan of Merger with Hyperion. In connection with the completion of the acquisition, the following became material agreements of ours:

- Amended and Restated Collaboration Agreement by and among Hyperion and Ucyclyd, dated March 22, 2012;
- License Agreement by and among Saul Brusilow, M.D., Brusilow Enterprises, Inc. and Medicis Pharmaceutical Corporation dated April 16, 1999;
- Distribution Services Agreement by and between Hyperion and ASD Healthcare, a division of ASD Specialty Healthcare, Inc., dated February 14, 2013; and
- First Amendment to Distribution Services Agreement, by and between Hyperion and ASD Healthcare, a division of ASD Specialty Healthcare, Inc., effective as of June 1, 2013.

Equity Long Term Incentive Program

As previously disclosed in our Current Report on Form 8-K filed on March 27, 2015, on March 23, 2015 we approved a performance-based equity program for the members of our executive committee and executive leadership team, including our executive officers. On May 6, 2015, the compensation committee of our board of directors approved the written plan document for such performance-based equity program, the Horizon Pharma Public Limited Company Equity Long Term Incentive Program, or Equity Incentive Program.

Under the Equity Incentive Program, our executives are provided the opportunity to earn performance-based share units, or PSU Awards, based on our level of attainment of total shareholder return, or TSR, over the designated performance period of March 23, 2015 through June 22, 2018. For such purposes, TSR means the percentage change in the price of our ordinary shares on a compounded annualized basis plus the dollar value of dividends and distributions made or declared divided by the closing price of our ordinary shares on the record date of the dividends and distributions. The Equity Incentive Program also requires that the TSR during the three-year performance period starting on March 23, 2015 must be at least 15% compounded annually in order for any portion of a PSU Award to vest and must be at least 60% compounded annually for the maximum PSU Award to vest. For such purposes, TSR will be measured using a base price of $21.50, which is equal to the implied 20-day, volume weighted, average trading price of our ordinary shares ending on March 23, 2015. TSR will be measured through three separate ending measurement dates occurring on December 22, 2017, March 22, 2018, and June 22, 2018. One-third of the target PSU Award will be measured at each measurement date and the PSU Award vesting level will be determined based on the compound annual TSR from March 23, 2015 through the applicable measurement date.

Additionally, in order for any portion of the PSU Awards granted under the program to vest, the grantee must remain employed by us through March 22, 2018 unless the earlier departure from employment is due to death, disability, termination without cause or a change in control transaction. In the event of a termination without cause or good reason resignation prior to the end of the performance period, the grantee is still eligible to vest in a pro-rated portion of the award based on the number of months the grantee was employed during the performance period, still subject to the attainment of the TSR levels during the full performance period. In the event of a termination for any reason other than death, disability, termination without cause, good reason resignation or termination in connection with a change in control transaction that occurs prior to the end of the performance period, the grantee will forfeit the entire PSU Award.

If a change in control of Horizon occurs during the performance period, then the portion of the PSU Award that may be earned will be calculated based on the level of annualized TSR attained through the date of the change in control. In order for the PSU Award to vest and be earned following any change in control, the grantee will still be generally required to remain employed by us or our successor through March 22, 2018 unless the earlier departure from employment is due to (i) death, (ii) disability or (iii) termination without cause or a good reason resignation.
ITEM 6. EXHIBITS

The exhibits listed on the Index to Exhibits following the signature page are filed as part of this Quarterly Report on Form 10-Q.
SIGNATURES

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

HORIZON PHARMA PLC

Date: May 8, 2015

By: /s/ Timothy P. Walbert
Timothy P. Walbert
Chairman, President and Chief Executive Officer
(Principal Executive Officer)

Date: May 8, 2015

By: /s/ Paul W. Hoelscher
Paul W. Hoelscher
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)
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<tr>
<td>2.1(1)</td>
<td>Transaction Agreement and Plan of Merger, dated March 18, 2014, by and among Horizon Pharma, Inc., Vidara Therapeutics Holdings LLC, Vidara Therapeutics International Ltd. (now known as Horizon Pharma Public Limited Company), Hamilton Holdings (USA), Inc. and Hamilton Merger Sub, Inc.*</td>
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<td>2.2(2)</td>
<td>First Amendment to Transaction Agreement and Plan of Merger, dated June 12, 2014, by and between Horizon Pharma, Inc. and Vidara Therapeutics Holdings LLC.</td>
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<td>2.3(9)</td>
<td>Transaction Agreement and Plan of Merger, dated March 29, 2015, by and among Horizon Pharma, Inc., Ghrian Acquisition Inc. and Hyperion Therapeutics, Inc.*</td>
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<td>3.1(3)</td>
<td>Memorandum and Articles of Association of Horizon Pharma Public Limited Company.</td>
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<td>4.1(4)</td>
<td>Warrant issued by Horizon Pharma, Inc. on December 18, 2007 to Comerica Bank.</td>
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<td>4.2(4)</td>
<td>Warrant issued by Horizon Pharma, Inc. on December 18, 2007 to Hercules Technology Growth Capital, Inc.</td>
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<td>4.3(4)</td>
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<td>4.4(4)</td>
<td>Warrant issued by Horizon Pharma, Inc. on November 21, 2008 to Hercules Technology Growth Capital, Inc.</td>
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<td>4.5(5)</td>
<td>Form of Warrant issued by Horizon Pharma, Inc. pursuant to the Securities Purchase Agreement, dated February 28, 2012, by and among Horizon Pharma, Inc. and the Purchasers and Warrant Holders listed therein.</td>
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<td>Form of Warrant issued by Horizon Pharma, Inc. in Public Offering of Units.</td>
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<td>4.7(7)</td>
<td>Indenture, dated as of November 22, 2013, by and between Horizon Pharma, Inc. and U.S. Bank National Association.</td>
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<td>4.8(7)</td>
<td>Form of 5.00% Convertible Senior Note due 2018 (included in Exhibit 4.7).</td>
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<tr>
<td>4.11(8)</td>
<td>Form of 2.50% Exchangeable Senior Note due 2022 (included in Exhibit 4.10).</td>
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<tr>
<td>4.13(10)</td>
<td>Form of 6.625% Senior Note due 2023 (included in Exhibit 4.12).</td>
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<td>Horizon Pharma, Inc. Deferred Compensation Plan.</td>
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<td>10.2+</td>
<td>Horizon Pharma Public Limited Company Equity Long Term Incentive Program.</td>
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<td>10.3+(11)</td>
<td>Horizon Pharma Public Limited Company Cash Long Term Incentive Program.</td>
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<tr>
<td>10.4+</td>
<td>Executive Employment Agreement, dated as of May 7, 2015, by and between Horizon Pharma Inc., Horizon Pharma USA, Inc. and Brian Beeler.</td>
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10.5+ Executive Employment Agreement, dated as of May 7, 2015, by and between Horizon Pharma Inc., Horizon Pharma USA, Inc. and John Thomas.

31.1 Certification of Principal Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Exchange Act.

31.2 Certification of Principal Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Exchange Act.

32.1 Certification of Principal Executive Officer pursuant to Rule 13a-14(b) or 15d-14(b) of the Exchange Act and 18 U.S.C. Section 1350.

32.2 Certification of Principal Financial Officer pursuant to Rule 13a-14(b) or 15d-14(b) of the Exchange Act and 18 U.S.C. Section 1350.

101.INS XBRL Instance Document

101.SCH XBRL Taxonomy Extension Schema Document

101.CAL XBRL Taxonomy Extension Calculation Linkbase Document

101.DEF XBRL Taxonomy Extension Definition Linkbase Document

101.LAB XBRL Taxonomy Extension Label Linkbase Document

101.PRE XBRL Taxonomy Extension Presentation Linkbase Document

* Schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. Horizon Pharma Public Limited Company undertakes to furnish supplemental copies of any of the omitted schedules upon request by the Securities and Exchange Commission.

+ Indicates management contract or compensatory plan.


(2) Incorporated by reference to Horizon Pharma, Inc.’s Current Report on Form 8-K, filed on June 18, 2014.


(4) Incorporated by reference to Horizon Pharma, Inc.’s Registration Statement on Form S-1 (No. 333-168504), as amended.


(7) Incorporated by reference to Horizon Pharma, Inc.’s Current Report on Form 8-K, filed on November 25, 2013.


(9) Incorporated by reference to Horizon Pharma Public Limited Company’s Amendment No. 1 to Current Report on Form 8-K, filed on April 9, 2015.


(11) Incorporated by reference to Horizon Pharma Public Limited Company’s Annual Report on Form 10-K, filed on February 27, 2015.
HORIZON PHARMA, INC.
DEFERRED COMPENSATION PLAN
Effective April 1, 2015

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## Horizon Pharma, Inc. Deferred Compensation Plan

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Horizon Pharma, Inc. Deferred Compensation Plan

ARTICLE I
Establishment and Purpose

Horizon Pharma, Inc. (the “Company”) hereby establishes the Horizon Pharma, Inc. Deferred Compensation Plan (the “Plan”), effective April 1, 2015. The purpose of the Plan is to attract and retain key employees by providing Participants with an opportunity to defer receipt of a portion of their salary, bonus, and other specified compensation. The Plan is not intended to meet the qualification requirements of Code Section 401(a), but is intended to meet the requirements of Code Section 409A, and shall be operated and interpreted consistent with that intent.

The Plan constitutes an unsecured promise by a Participating Employer to pay benefits in the future. Participants in the Plan shall have the status of general unsecured creditors of the Company or the Adopting Employer, as applicable. Each Participating Employer shall be solely responsible for payment of the benefits of its employees and their beneficiaries. The Plan is unfunded for Federal tax purposes and is intended to be an unfunded arrangement for eligible employees who are part of a select group of management or highly compensated employees of the Employer within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA. Any amounts set aside to defray the liabilities assumed by the Company or an Adopting Employer will remain the general assets of the Company or the Adopting Employer and shall remain subject to the claims of the Company’s or the Adopting Employer’s creditors until such amounts are distributed to the Participants.

ARTICLE II
Definitions

2.1 Account. Account means a bookkeeping account maintained by the Committee to record the payment obligation of a Participating Employer to a Participant as determined under the terms of the Plan. The Committee may maintain an Account to record the total obligation to a Participant and component Accounts to reflect amounts payable at different times and in different forms. Reference to an Account means any such Account established by the Committee, as the context requires. Accounts are intended to constitute unfunded obligations within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

2.2 Account Balance. Account Balance means, with respect to any Account, the total payment obligation owed to a Participant from such Account as of the most recent Valuation Date.

2.3 Adopting Employer. Adopting Employer means an Affiliate who, with the consent of the Company, has adopted the Plan for the benefit of its eligible employees.

2.4 Affiliate. Affiliate means a corporation, trade or business that, together with the Company, is treated as a single employer under Code Section 414(b) or (c).

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2.5 **Beneficiary.** Beneficiary means a natural person, estate, or trust designated by a Participant in accordance with Section 6.5 of the Plan to receive payments to which a Beneficiary is entitled in accordance with provisions of the Plan.

2.6 **Business Day.** Business Day means each day on which the New York Stock Exchange is open for business.

2.7 **Change in Control.** Change in Control means, with respect to a Participating Employer any of the following events: (i) a change in the ownership of the Participating Employer, (ii) a change in the effective control of the Participating Employer, or (iii) a change in the ownership of a substantial portion of the assets of the Participating Employer.

For purposes of this Section, a change in the ownership of the Participating Employer occurs on the date on which any one person, or more than one person acting as a group, acquires ownership of stock of the Participating Employer that, together with stock held by such person or group constitutes more than 50% of the total fair market value or total voting power of the stock of the Participating Employer. A change in the effective control of the Participating Employer occurs on the date on which either: (i) a person, or more than one person acting as a group, acquires ownership of stock of the Participating Employer possessing 50% or more of the total voting power of the stock of the Participating Employer, taking into account all such stock acquired during the 12-month period ending on the date of the most recent acquisition, or (ii) a majority of the members of the Participating Employer’s Board of Directors is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of such Board of Directors prior to the date of the appointment or election, but only if no other corporation is a majority shareholder of the Participating Employer. A change in the ownership of a substantial portion of assets occurs on the date on which any one person, or more than one person acting as a group, other than a person or group of persons that is related to the Participating Employer, acquires assets from the Participating Employer that have a total gross fair market value equal to or more than 75% of the total gross fair market value of all of the assets of the Participating Employer immediately prior to such acquisition or acquisitions, taking into account all such assets acquired during the 12-month period ending on the date of the most recent acquisition.

An event constitutes a Change in Control with respect to a Participant only if the Participant performs services for the Participating Employer that has experienced the Change in Control, or the Participant’s relationship to the affected Participating Employer otherwise satisfies the requirements of Treasury Regulation Section 1.409A-3(i)(5)(ii).

The determination as to the occurrence of a Change in Control shall be based on objective facts and in accordance with the requirements of Code Section 409A.

2.8 **Claimant.** Claimant means a Participant or Beneficiary filing a claim under Article XII of this Plan.

2.9 **Code.** Code means the Internal Revenue Code of 1986, as amended from time to time.
2.10 Code Section 409A. Code Section 409A means section 409A of the Code, and regulations and other guidance issued by the Treasury Department and Internal Revenue Service thereunder.

2.11 Committee. Committee means the committee appointed by the Board of Directors of the Company Parent (or the appropriate committee of such board) to administer the Plan. If no designation is made, the Compensation Committee of the Board of Directors of the Company Parent shall have and exercise the powers of the Committee.

2.12 Company. Company means Horizon Pharma, Inc.


2.14 Company Contribution. Company Contribution means a credit by a Participating Employer to a Participant’s Account(s) in accordance with the provisions of Article V of the Plan. Company Contributions are credited at the sole discretion of the Participating Employer and the fact that a Company Contribution is credited in one year shall not obligate the Participating Employer to continue to make such Company Contribution in subsequent years. Unless the context clearly indicates otherwise, a reference to Company Contribution shall include Earnings attributable to such contribution.

2.15 Company Stock. Company Stock means phantom ordinary shares issued by the Company Parent.

2.16 Compensation. Compensation means a Participant’s base salary, bonus, commission, and such other cash or equity-based compensation (if any) approved by the Committee as Compensation that may be deferred under this Plan. Compensation shall not include any compensation that has been previously deferred under this Plan or any other arrangement subject to Code Section 409A.

2.17 Compensation Deferral Agreement. Compensation Deferral Agreement means an agreement between a Participant and a Participating Employer that specifies: (i) the amount of each component of Compensation that the Participant has elected to defer to the Plan in accordance with the provisions of Article IV, and (ii) the Payment Schedule applicable to one or more Accounts. The Committee may permit different deferral amounts for each component of Compensation and may establish a minimum or maximum deferral amount for each such component. Unless otherwise specified by the Committee in the Compensation Deferral Agreement, Participants may defer up to 50% of their base salary and up to 100% of other types of Compensation for a Plan Year. A Compensation Deferral Agreement may also specify the investment allocation described in Section 8.4.

2.18 Death Benefit. Death Benefit means the benefit payable under the Plan to a Participant’s Beneficiary(ies) upon the Participant’s death as provided in Section 6.1 of the Plan.

2.19 Deferral. Deferral means a credit to a Participant’s Account(s) that records that portion of the Participant’s Compensation that the Participant has elected to defer to the Plan in
Horizon Pharma, Inc. Deferred Compensation Plan

accordance with the provisions of Article IV. Unless the context of the Plan clearly indicates otherwise, a reference to Deferrals includes Earnings attributable to such Deferrals.

Deferrals shall be calculated with respect to the gross cash Compensation payable to the Participant prior to any deductions or withholdings, but shall be reduced by the Committee as necessary so that it does not exceed 100% of the cash Compensation of the Participant remaining after deduction of all required income and employment taxes, 401(k) and other employee benefit deductions, and other deductions required by law. Changes to payroll withholdings that affect the amount of Compensation being deferred to the Plan shall be allowed only to the extent permissible under Code Section 409A.

2.20 Director. Director means a member of the Board of Directors of the Company, the Board of Directors of the Company Parent or the Board of Directors of any other Affiliate.

2.21 Earnings. Earnings means an adjustment to the value of an Account in accordance with Article VIII.

2.22 Effective Date. Effective Date means April 1, 2015.

2.23 Eligible Employee. Eligible Employee means a member of a “select group of management or highly compensated employees” of a Participating Employer within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA, as determined by the Committee from time to time in its sole discretion.

2.24 Employee. Employee means a common-law employee of an Employer.

2.25 Employer. Employer means, with respect to Employees it employs, the Company and each Affiliate.

2.26 ERISA. ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time.

2.27 Fiscal Year Compensation. Fiscal Year Compensation means Compensation earned during one or more consecutive fiscal years of a Participating Employer, all of which is paid after the last day of such fiscal year or years.

2.28 Participant. Participant means an Eligible Employee who has received notification of his or her eligibility to defer Compensation under the Plan under Section 3.1 and any other person with an Account Balance greater than zero, regardless of whether such individual continues to be an Eligible Employee. A Participant’s continued participation in the Plan shall be governed by Section 3.2 of the Plan.

2.29 Participating Employer. Participating Employer means the Company and each Adopting Employer.

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Horizon Pharma, Inc. Deferred Compensation Plan

2.30 Payment Schedule. Payment Schedule means the date as of which payment of an Account under the Plan will commence and the form in which payment of such Account will be made.

2.31 Performance-Based Compensation. Performance-Based Compensation means Compensation where the amount of, or entitlement to, the Compensation is contingent on the satisfaction of pre-established organizational or individual performance criteria relating to a performance period of at least 12 consecutive months. Organizational or individual performance criteria are considered pre-established if established in writing by not later than 90 days after the commencement of the period of service to which the criteria relate, provided that the outcome is substantially uncertain at the time the criteria are established. The determination of whether Compensation qualifies as “Performance-Based Compensation” will be made in accordance with Treas. Reg. Section 1.409A-1(e) and subsequent guidance.

2.32 Plan. Generally, the term Plan means the “Horizon Pharma, Inc. Deferred Compensation Plan” as documented herein and as may be amended from time to time hereafter. However, to the extent permitted or required under Code Section 409A, the term Plan may in the appropriate context also mean a portion of the Plan that is treated as a single plan under Treas. Reg. Section 1.409A-1(c), or the Plan or portion of the Plan and any other nonqualified deferred compensation plan or portion thereof that is treated as a single plan under such section.

2.33 Plan Year. Plan Year means January 1 through December 31; provided, however, the initial Plan Year shall be the period commencing on April 1, 2015 and ending on December 31, 2015.

2.34 Retirement/Termination Account. Retirement/Termination Account means an Account established by the Committee to record the amounts payable to a Participant upon Separation from Service. Unless the Participant has established a Specified Date Account, all Deferrals and Company Contributions shall be allocated to a Retirement/Termination Account on behalf of the Participant.

2.35 Separation from Service. With respect to an Employee a “Separation from Service” means an Employee’s termination of service with the Employer. In all cases, whether a Separation from Service has occurred shall be determined by the Committee in accordance with Code Section 409A. Except in the case of an Employee on a bona fide leave of absence as provided below, an Employee is deemed to have incurred a Separation from Service if the Employer and the Employee reasonably anticipated that the level of services to be performed by the Employee after a date certain, whether as an Employee or in a consulting capacity, would be reduced to 20% or less of the average services rendered by the Employee during the immediately preceding 36-month period (or the total period of employment, if less than 36 months), disregarding periods during which the Employee was on a bona fide leave of absence.

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An Employee who is absent from work due to military leave, sick leave, or other bona fide leave of absence shall incur a Separation from Service on the first date immediately following the later of: (i) the six month anniversary of the commencement of the leave, or (ii) the expiration of the Employee’s right, if any, to reemployment under statute or contract.

If a Participant is both a Director and an Employee, the services provided as a Director shall be disregarded in determining whether there has been a Separation from Service as an Employee, provided that the Plan is not required to be aggregated with any plans in which the Participant participates as a Director in accordance with the rules of Treasury Regulation Section 1.409A-1(c)(2)(ii).

For purposes of determining whether a Separation from Service has occurred, the Employer means the Employer as defined in Section 2.24 of the Plan, except that in applying Code sections 1563(a)(1), (2) and (3) for purposes of determining whether another organization is an Affiliate of the Company under Code Section 414(b), and in applying Treasury Regulation Section 1.414(c)-2 for purposes of determining whether another organization is an Affiliate of the Company under Code Section 414(c), “at least 50 percent” shall be used instead of “at least 80 percent” each place it appears in those sections.

The Committee specifically reserves the right to determine whether a sale or other disposition of substantial assets to an unrelated party constitutes a Separation from Service with respect to a Participant providing services to the seller immediately prior to the transaction and providing services to the buyer after the transaction. Such determination shall be made in accordance with the requirements of Code Section 409A.

2.36 Specified Date Account. Specified Date Account means an Account established by the Committee to record the amounts payable at a future date as specified in the Participant’s Compensation Deferral Agreement. Unless otherwise determined by the Committee, a Participant may maintain no more than five Specified Date Accounts. A Specified Date Account may be identified in enrollment materials as an “In-Service Account” or such other name as established by the Committee without affecting the meaning thereof.

2.37 Specified Date Benefit. Specified Date Benefit means the benefit payable to a Participant under the Plan in accordance with Section 6.1(b).

2.38 Specified Employee. Specified Employee means an Employee who, as of the date of his or her Separation from Service, is a “key employee” of the Company or any Affiliate, any stock of which is actively traded on an established securities market or otherwise.

An Employee is a key employee if he or she meets the requirements of Code Section 416(i)(1)(A)(i), (ii), or (iii) (applied in accordance with applicable regulations thereunder and without regard to Code Section 416(i)(3)) at any time during the 12-month period ending on the Specified Employee Identification Date. Such Employee shall be treated as
a key employee for the entire 12-month period beginning on the Specified Employee Effective Date.

For purposes of determining whether an Employee is a Specified Employee, the compensation of the Employee shall be determined in accordance with the definition of compensation provided under Treas. Reg. Section 1.415(c)-2(d)(2) (wages, salaries, fees for professional services, and other amounts received for personal services actually rendered in the course of employment with the employer maintaining the plan, to the extent such amounts are includible in gross income or would be includible but for an election under section 125(a), 132(f)(4), 402(c)(3), 402(h)(1)(B), 402(k) or 457(b), including the earned income of a self-employed individual); provided, however, that, with respect to a nonresident alien who is not a Participant in the Plan, compensation shall not include compensation that is not includible in the gross income of the Employee under Code Sections 872, 893, 894, 911, 931 and 933, provided such compensation is not effectively connected with the conduct of a trade or business within the United States.

In the event of corporate transactions described in Treas. Reg. Section 1.409A-1(i)(6), the identification of Specified Employees shall be determined in accordance with the default rules described therein, unless the Employer elects to utilize the available alternative methodology through designations made within the timeframes specified therein.

2.39 **Specified Employee Identification Date.** Specified Employee Identification Date means December 31st.

2.40 **Specified Employee Effective Date.** Specified Employee Effective Date means the first day of the fourth month following the Specified Employee Identification Date.

2.41 **Substantial Risk of Forfeiture.** Substantial Risk of Forfeiture means the description specified in Treas. Reg. Section 1.409A-1(d).

2.42 **Termination Benefit.** Termination Benefit means the benefit payable to a Participant under the Plan following the Participant’s Separation from Service.

2.43 **Unforeseeable Emergency.** Unforeseeable Emergency means a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant’s spouse, the Participant’s dependent (as defined in Code section 152, without regard to section 152(b)(1), (b)(2), and (d)(1)(B)), or a Beneficiary; loss of the Participant’s property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. The types of events which may qualify as an Unforeseeable Emergency may be limited by the Committee.

2.44 **Valuation Date.** Valuation Date means each Business Day.

2.45 **Year of Service.** Year of Service means each 12-month period of continuous service with the Employer.
ARTICLE III
Eligibility and Participation

3.1 Eligibility and Participation. An Eligible Employee becomes a Participant upon the earlier to occur of: (i) a credit of Company Contributions under Article V, or (ii) receipt of notification of eligibility to participate.

3.2 Duration. A Participant shall be eligible to defer Compensation and receive allocations of Company Contributions, subject to the terms of the Plan, for as long as such Participant remains an Eligible Employee. A Participant who is no longer an Eligible Employee but has not Separated from Service may not defer Compensation under the Plan beyond the Plan Year in which he or she became ineligible but may otherwise exercise all of the rights of a Participant under the Plan with respect to his or her Account(s). On and after a Separation from Service, a Participant shall remain a Participant as long as his or her Account Balance is greater than zero (0), and during such time may continue to make allocation elections as provided in Section 8.4. An individual shall cease being a Participant in the Plan when all benefits under the Plan to which he or she is entitled have been paid.

ARTICLE IV
Deferrals

4.1 Deferral Elections, Generally.

(a) A Participant may elect to defer Compensation by submitting a Compensation Deferral Agreement during the enrollment periods established by the Committee and in the manner specified by the Committee, but in any event, in accordance with Section 4.2. A Compensation Deferral Agreement that is not timely filed with respect to a service period or component of Compensation shall be considered void and shall have no effect with respect to such service period or Compensation. The Committee may modify any Compensation Deferral Agreement prior to the date the election becomes irrevocable under the rules of Section 4.2.

(b) The Participant shall specify on his or her Compensation Deferral Agreement the amount of Deferrals and whether to allocate Deferrals to a Retirement/Termination Account or to a Specified Date Account. If no designation is made, Deferrals shall be allocated to the Retirement/Termination Account. A Participant may also specify in his or her Compensation Deferral Agreement the Payment Schedule applicable to his or her Plan Accounts. If the Payment Schedule is not specified in a Compensation Deferral Agreement, the Payment Schedule shall be the Payment Schedule specified in Section 6.2.
Timing Requirements for Compensation Deferral Agreements

(a) **First Year of Eligibility.** In the case of the first year in which an Eligible Employee becomes eligible to participate in the Plan, he or she has up to 30 days following his or her initial eligibility to submit a Compensation Deferral Agreement with respect to Compensation to be earned during such year. The Compensation Deferral Agreement described in this paragraph becomes irrevocable upon the end of such 30-day period. The determination of whether an Eligible Employee may file a Compensation Deferral Agreement under this paragraph shall be determined in accordance with the rules of Code Section 409A, including the provisions of Treas. Reg. Section 1.409A-2(a)(7).

A Compensation Deferral Agreement filed under this paragraph applies only to Compensation earned on and after the date the Compensation Deferral Agreement becomes irrevocable.

(b) **Prior Year Election.** Except as otherwise provided in this Section 4.2, Participants may defer Compensation by filing a Compensation Deferral Agreement no later than December 31 of the year prior to the year in which the Compensation to be deferred is earned. A Compensation Deferral Agreement described in this paragraph shall become irrevocable with respect to such Compensation as of December 31 of the year prior to the year in which the Compensation to be deferred is earned.

(c) **Performance-Based Compensation.** Participants may file a Compensation Deferral Agreement with respect to Performance-Based Compensation no later than the date that is six months before the end of the performance period, provided that:

(i) the Participant performs services continuously from the later of the beginning of the performance period or the date the criteria are established through the date the Compensation Deferral Agreement is submitted and becomes irrevocable; and

(ii) the Compensation is not readily ascertainable as of the date the Compensation Deferral Agreement is filed.

A Compensation Deferral Agreement becomes irrevocable with respect to Performance-Based Compensation as of the latest date for filing such election. Any election to defer Performance-Based Compensation that is made in accordance with this paragraph and that becomes payable as a result of the Participant’s death or disability (as defined in Treas. Reg. Section 1.409A-1(e)) or upon a Change in Control (as defined in Treas. Reg. Section 1.409A-3(i)(5)) prior to the satisfaction of the performance criteria, will be void.
(d) **Fiscal Year Compensation.** A Participant may defer Fiscal Year Compensation by filing a Compensation Deferral Agreement prior to the first day of the fiscal year or years in which such Fiscal Year Compensation is earned. The Compensation Deferral Agreement described in this paragraph becomes irrevocable on the date immediately preceding the first day of the fiscal year or years to which it applies.

(e) **Short-Term Deferrals.** Compensation that meets the definition of a "short-term deferral" described in Treas. Reg. Section 1.409A-1(b)(4) may be deferred in accordance with the rules of Article VII, applied as if the date the Substantial Risk of Forfeiture lapses is the date payments were originally scheduled to commence, provided, however, that the provisions of Section 7.3 shall not apply to payments attributable to a Change in Control (as defined in Treas. Reg. Section 1.409A-3(i)(5)).

(f) **Certain Forfeitable Rights.** With respect to a legally binding right to a payment in a subsequent year that is subject to a forfeiture condition requiring the Participant’s continued services for a period of at least 12 months from the date the Participant obtains the legally binding right, an election to defer such Compensation may be made on or before the 30th day after the Participant obtains the legally binding right to the Compensation, provided that the election is made at least 12 months in advance of the earliest date at which the forfeiture condition could lapse. The Compensation Deferral Agreement described in this paragraph becomes irrevocable upon such 30th day. If the forfeiture condition applicable to the payment lapses before the end of the required service period as a result of the Participant’s death or disability (as defined in Treas. Reg. Section 1.409A-3(i)(4)) or upon a Change in Control (as defined in Treas. Reg. Section 1.409A-3(i)(5)), the Compensation Deferral Agreement will be void unless it would be considered timely under another rule described in this Section.

(g) **Company Awards.** Participating Employers may unilaterally provide for deferrals of Company awards prior to the date of such awards. Deferrals of Company awards (such as sign-on, retention, or severance pay) may be negotiated with a Participant prior to the date the Participant has a legally binding right to such Compensation.

(h) **“Evergreen” Deferral Elections.** The Committee, in its discretion, may provide in the Compensation Deferral Agreement that such Compensation Deferral Agreement will continue in effect for each subsequent year or performance period. Such “evergreen” Compensation Deferral Agreements will become effective with respect to an item of Compensation on the date such election becomes irrevocable under this Section 4.2. An evergreen Compensation Deferral Agreement may be terminated or modified prospectively with respect to Compensation for which such election remains revocable under this Section 4.2. A Participant whose Compensation Deferral Agreement is cancelled in accordance with Section 4.6 will be required to file a new Compensation Deferral.
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Agreement under this Article IV in order to recommence Deferrals under the Plan.

4.3 Allocation of Deferrals. A Compensation Deferral Agreement may allocate Deferrals to one or more Specified Date Accounts and/or to the Retirement/Termination Account. The Committee may, in its discretion, establish a minimum deferral period for the establishment of a Specified Date Account (for example, the third Plan Year following the year Compensation is allocated to such accounts.).

4.4 Deductions from Pay. The Committee has the authority to determine the payroll practices under which any component of Compensation subject to a Compensation Deferral Agreement will be deducted from a Participant’s Compensation.

4.5 Vesting. Participant Deferrals shall be 100% vested at all times.

4.6 Cancellation of Deferrals. The Committee may cancel a Participant’s Deferrals: (i) for the balance of the Plan Year in which an Unforeseeable Emergency occurs, (ii) if the Participant receives a hardship distribution under the Employer’s qualified 401(k) plan, through the end of the Plan Year in which the six month anniversary of the hardship distribution falls, and (iii) during periods in which the Participant is unable to perform the duties of his or her position or any substantially similar position due to a mental or physical impairment that can be expected to result in death or last for a continuous period of at least six months, provided cancellation occurs by the later of the end of the taxable year of the Participant or the 15th day of the third month following the date the Participant incurs the disability (as defined in this paragraph (iii)).

ARTICLE V

Company Contributions

5.1 Discretionary Company Contributions. The Participating Employer may, from time to time in its sole and absolute discretion, credit discretionary Company Contributions to any Participant in any amount determined by the Participating Employer. Such contributions will be credited to a Participant’s Retirement/Termination Account.

5.2 Matching Company Contributions. The Participating Employer may, from time to time in its sole and absolute discretion, credit matching Company Contributions to the Accounts of Participants in any amount determined by the Participating Employer. Such contributions will be credited to a Participant’s Retirement/Termination Account.

5.3 Vesting. Discretionary Company Contributions described in Section 5.1, above, and the Earnings thereon, shall vest in accordance with the vesting schedule(s) established by the Committee at the time that the Company Contribution is made. Unless otherwise determined by the Company at the time such Matching Company Contributions are approved, any Matching Company Contributions described in Section 5.2 above, and the Earnings thereon, shall vest in accordance with the vesting schedule applicable to
matching contributions under the Participating Employer’s qualified 401(k) plan. All Company Contributions shall become 100% vested upon the occurrence of the earliest of: (i) the death of the Participant while actively employed, (ii) the Participant’s disability under a disability plan of the Participating Employer, or applying the disability definition under such plan if the Participant is not covered by such plan, or (iii) a Change in Control. The Participating Employer may, at any time, in its sole discretion, increase a Participant’s vested interest in a Company Contribution. The portion of a Participant’s Accounts that remains unvested upon his or her Separation from Service after the application of the terms of this Section 5.3 shall be forfeited.

ARTICLE VI

Benefits

6.1 Benefits, Generally. A Participant shall be entitled to the following benefits under the Plan:

   (a) Termination Benefit. Upon the Participant’s Separation from Service for reasons other than death, he or she shall be entitled to a Termination Benefit. The Termination Benefit shall be equal to the vested portion of the Retirement/Termination Account and, if the Participant Separates from Service prior to the year payments from a Specified Date Account are scheduled to commence, the vested balances of any such Specified Date Accounts, based on the value of that Account(s) as of the end of the month preceding the month of payment. Payment of the Termination Benefit will be made or begin in January of the calendar year following the calendar year in which Separation from Service occurs, provided, however, that with respect to a Participant who is a Specified Employee as of the date such Participant incurs a Separation from Service, payment will be made on the date provided above or, if later, in the seventh month following the month in which such Separation from Service occurs. If the Termination Benefit is to be paid in the form of installments, any subsequent installment payments to a Specified Employee will be paid on the anniversary of the date the first payment would have been made had the Participant not been classified as a Specified Employee.

   (b) Specified Date Benefit. If the Participant has established one or more Specified Date Accounts, he or she shall be entitled to a Specified Date Benefit with respect to each such Specified Date Account. The Specified Date Benefit shall be equal to the vested portion of the Specified Date Account, based on the value of that Account as of the end of the month preceding the month of payment. Payment of the Specified Date Benefit will be made or begin in January of the year designated by the Participant; provided, however, that if a Participant Separates from Service prior to the year designated, payment will be made or begin in January of the year following Separation from Service or, with respect to a Participant who is a Specified Employee as of the date he Separates from Service, in the seventh month following the month he or she Separates from Service, if later.
(c) **Death Benefit.** In the event of the Participant’s death, his or her designated Beneficiary(ies) shall be entitled to a Death Benefit. The Death Benefit shall be equal to the vested portion of the Retirement/Termination Account and the unpaid balances of any Specified Date Accounts, based on the value of the Accounts as of the end of the month in which death occurred, with payment made in the first day of the following month.

(d) **Change in Control.** A Participant will receive his or her Account Balances in a single lump sum payment equal to the unpaid balance of all of his or her Accounts within ninety (90) days following a Change in Control; provided, however, that with respect to any Participant who is a Specified Employee and who had a Separation from Service prior to the date of the Change in Control, such payment shall not be made until the seventh month following the month he or she Separates from Service, if, later, to the extent necessary to avoid adverse tax consequences to such Participant under Section 409A.

(e) **Unforeseeable Emergency Payments.** A Participant who experiences an Unforeseeable Emergency may submit a written request to the Committee to receive payment of all or any portion of his or her vested Accounts. Whether a Participant or Beneficiary is faced with an Unforeseeable Emergency permitting an emergency payment shall be determined by the Committee based on the relevant facts and circumstances of each case, but, in any case, a distribution on account of Unforeseeable Emergency may not be made to the extent that such emergency is or may be reimbursed through insurance or otherwise, by liquidation of the Participant’s assets, to the extent the liquidation of such assets would not cause severe financial hardship, or by cessation of Deferrals under this Plan. If an emergency payment is approved by the Committee, the amount of the payment shall not exceed the amount reasonably necessary to satisfy the need, taking into account the additional compensation that is available to the Participant as the result of cancellation of deferrals to the Plan, including amounts necessary to pay any taxes or penalties that the Participant reasonably anticipates will result from the payment. The amount of the emergency payment shall be subtracted first from the vested portion of the Participant’s Retirement/Termination Account until depleted and then from the vested Specified Date Accounts, beginning with the Specified Date Account with the latest payment commencement date. Emergency payments shall be paid in a single lump sum within the 90-day period following the date the payment is approved by the Committee.

6.2 **Form of Payment.**

(a) **Termination Benefit.** A Participant who is entitled to receive a Termination Benefit shall receive payment of such benefit in a single lump sum, unless the Participant elects on his or her initial Compensation Deferral Agreement to have such benefit paid in one of the following alternative forms of payment (i) substantially equal annual installments over a period of two to twenty years, as elected by the Participant, or (ii) a lump sum payment of a percentage of the...
balance in the Retirement/Termination Account, with the balance paid in substantially equal annual installments over a period of two to twenty years, as elected by the Participant. Such payments will be made at the time specified in Section 6.1(a).

(b) Specified Date Benefit. The Specified Date Benefit shall be paid in a single lump sum, unless the Participant elects on the Compensation Deferral Agreement with which the account was established to have the Specified Date Account paid in substantially equal annual installments over a period of two to five years, as elected by the Participant, and such payments will be made at the time specified in Section 6.1(b), provided, however, that if a Participant Separates from Service prior to the year designated for commencement of payment(s) from a Specified Date Account, such Account will be distributed in accordance with the payment election applicable to the Retirement/Termination Account and will instead be paid at the time specified in Section 6.1(a).

(c) Death Benefit. A designated Beneficiary who is entitled to receive a Death Benefit shall receive payment of such benefit in a single lump sum at the time specified in Section 6.1(c).

(d) Change in Control. In the event of a Change in Control each Participant will receive the value of his or her entire Account Balances in a single lump sum payment. Such payment will be made at the time specified in Section 6.1(d).

(e) Small Account Balances. The Committee shall pay the value of the entire Participant’s Account Balance in a single lump sum if the Participant’s entire Account Balance, including any Specified Date Account balances, at Separation from Service is less than $50,000, which payment will be made at the time specified in Section 6.1(a). Further, the Committee may direct that all of a Participant’s Account Balances will be distributed in a single lump sum if the Account Balances are not greater than the applicable dollar amount under Code Section 402(g)(1)(B), provided the payment represents the complete liquidation of the Participant’s interest in the Plan.

(f) Rules Applicable to Installment Payments. If a Payment Schedule specifies installment payments, annual payments will be made beginning as of the payment commencement date for such installments and shall continue on each subsequent January until the number of installment payments specified in the Payment Schedule has been paid. The amount of each installment payment shall be determined by dividing (a) by (b), where (a) equals the Account Balance as of the Valuation Date and (b) equals the remaining number of installment payments.

For purposes of Article VII, installment payments will be treated as a single form of payment. If a lump sum equal to less than 100% of the Retirement/Termination Account is paid, the payment commencement date for the installment form of payment will be the first anniversary of the payment of the lump sum.
6.3 **Administrative Discretion with Regard to Timing of Payments.** Notwithstanding anything to the contrary in this Article VI, the Committee may make a payment at the time specified in the preceding paragraphs or at a later date that falls in the same calendar year as the specified time or, if later, by the 15th day of the third calendar month following the time specified, provided the Participant is not permitted, directly or indirectly, to designate the taxable year in which payment will be made. Further, the Committee may make a payment up to 30 days preceding the time specified in the preceding paragraphs, provided the Participant is not permitted, directly or indirectly, to designate the taxable year in which the payment will be made. To the extent the Committee exercises its discretion hereunder, payment of the Account shall be based on the value of the Account as of the date specified by the Committee, which shall be no earlier than the end of the month preceding payment and shall be no later than the Business Date preceding the date of payment.

6.4 **Acceleration of or Delay in Payments.** The Committee, in its sole and absolute discretion, may elect to accelerate the time or form of payment of a benefit owed to the Participant hereunder, provided such acceleration is permitted under Treas. Reg. Section 1.409A-3(j)(4) and explicitly reserves the right to make such election. The Committee may also, in its sole and absolute discretion, delay the time for payment of a benefit owed to the Participant hereunder, to the extent permitted under Treas. Reg. Section 1.409A-2(b)(7). If the Plan receives a domestic relations order (within the meaning of Code Section 414(p)(1)(B)) directing that all or a portion of a Participant’s Accounts be paid to an “alternate payee,” any amounts to be paid to the alternate payee(s) shall be paid in a single lump sum.

6.5 **Designation of Beneficiaries.**

(a) **In General.** The Participant shall designate a Beneficiary on the forms provided by the Committee or on such terms and conditions as the Committee may prescribe. No such designation shall become effective unless filed with the Committee during the Participant’s lifetime. Any designation shall remain in effect until a new designation is filed with the Committee; provided, however, that in the event a Participant designates his or her spouse as a Beneficiary, such designation shall be automatically revoked upon the dissolution of the marriage unless, following such dissolution, the Participant submits a new designation naming the former spouse as a Beneficiary. A Participant may from time to time change his or her designated Beneficiary without the consent of a previously-designated Beneficiary by filing a new designation with the Committee.

(b) **No Beneficiary.** If a designated Beneficiary does not survive the Participant, or if there is no valid Beneficiary designation, amounts payable under the Plan upon the death of the Participant shall be paid to the Participant’s spouse, or if there is no surviving spouse, then to the duly appointed and currently acting personal representative of the Participant’s estate.
ARTICLE VII

Modifications to Payment Schedules

7.1 Participant’s Right to Modify. A Participant may modify the Payment Schedules applicable to a Specified Date Account, consistent with the permissible Payment Schedules available under the Plan, provided such modification complies with the requirements of this Article VII. No modifications may be made to Payment Schedules for a Participant’s Retirement/Termination Account.

7.2 Time of Election. The date on which a modification election is submitted to the Committee must be at least 12 months prior to the date on which payment is scheduled to commence under the Payment Schedule in effect prior to the modification.

7.3 Date of Payment under Modified Payment Schedule. The date payments are to commence under the modified Payment Schedule must be no earlier than five years after the date payment would have commenced under the original Payment Schedule. Under no circumstances may a modification election result in an acceleration of payments in violation of Code Section 409A.

7.4 Effective Date. A modification election submitted in accordance with this Article VII is irrevocable upon receipt by the Committee and becomes effective 12 months after such date.

7.5 Effect on Accounts. An election to modify a Payment Schedule is specific to the Account or payment event to which it applies, and shall not be construed to affect the Payment Schedules of any other Accounts.

ARTICLE VIII

Valuation of Account Balances; Investments

8.1 Valuation. Deferrals shall be credited to appropriate Accounts on the date such Compensation would have been paid to the Participant absent the Compensation Deferral Agreement. Company Contributions shall be credited to the Retirement/Termination Account at the times determined by the Committee. Valuation of Accounts shall be performed under procedures approved by the Committee.

8.2 Earnings Credit. Each Account will be credited with Earnings on each Business Day, based upon the Participant’s investment allocation among a menu of investment options selected in advance by the Committee, in accordance with the provisions of this Article VIII (“investment allocation”).

8.3 Investment Options. Investment options will be determined by the Committee. The Committee, in its sole discretion, shall be permitted to add or remove investment options from the Plan menu from time to time, provided that any such additions or removals of...
investment options shall not be effective with respect to any period prior to the effective date of such change.

8.4 **Investment Allocations.** A Participant’s investment allocation constitutes a deemed, not actual, investment among the investment options comprising the investment menu. At no time shall a Participant have any real or beneficial ownership in any investment option included in the investment menu, nor shall the Participating Employer or any trustee acting on its behalf have any obligation to purchase actual securities as a result of a Participant’s investment allocation. A Participant’s investment allocation shall be used solely for purposes of adjusting the value of a Participant’s Account Balances.

A Participant shall specify an investment allocation for each of his Accounts in accordance with procedures established by the Committee. Allocation among the investment options must be designated in increments of 1%. The Participant’s investment allocation will become effective on the same Business Day or, in the case of investment allocations received after a time specified by the Committee, the next Business Day.

A Participant may change an investment allocation on any Business Day, both with respect to future credits to the Plan and with respect to existing Account Balances, in accordance with procedures adopted by the Committee. Changes shall become effective on the same Business Day or, in the case of investment allocations received after a time specified by the Committee, the next Business Day, and shall be applied prospectively.

8.5 **Unallocated Deferrals and Accounts.** If the Participant fails to make an investment allocation with respect to an Account, such Account shall be invested in an investment option, the primary objective of which is the preservation of capital, as determined by the Committee.

8.6 **Company Stock.** The Committee may include Company Stock as one of the investment options described in Section 8.3. The Committee may, in its sole discretion, limit the investment allocation of Company Contributions to Company Stock. The Committee may also require Deferrals consisting of equity-based Compensation to be allocated to Company Stock.

8.7 **Diversification.** A Participant may not re-allocate an investment in Company Stock into another investment option. The portion of an Account that is invested in Company Stock will be paid under Article VI in the form of whole shares of Company Stock.

8.8 **Effect on Installment Payments.** If an Account is to be paid in installments, the Committee will determine the portion of each payment that will be paid in the form of Company Stock.

8.9 **Dividend Equivalents.** Dividend equivalents with respect to Company Stock will be credited to the applicable Accounts in the form of additional shares or units of Company Stock.
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**ARTICLE IX**

**Administration**

9.1 **Plan Administration.** This Plan shall be administered by the Committee which shall have discretionary authority to make, amend, interpret and enforce all appropriate rules and regulations for the administration of this Plan and to utilize its discretion to decide or resolve any and all questions, including but not limited to eligibility for benefits and interpretations of this Plan and its terms, as may arise in connection with the Plan. Claims for benefits shall be filed with the Committee and resolved in accordance with the claims procedures in Article XII.

9.2 **Administration Upon Change in Control.** Upon a Change in Control, the Committee, as constituted immediately prior to such Change in Control, shall continue to act as the Committee. The individual who was the Chief Executive Officer of the Company Parent (or if such person is unable or unwilling to act, the next highest ranking officer) prior to the Change in Control shall have the authority (but shall not be obligated) to appoint an independent third party to act as the Committee.

Upon such Change in Control, the Company may not remove the Committee, unless 2/3rds of the members of the Board of Directors of the Company Parent and a majority of Participants and Beneficiaries with Account Balances consent to the removal and replacement of the Committee. Notwithstanding the foregoing, neither the Committee nor the officer described above shall have authority to direct investment of trust assets under any rabbi trust described in Section 11.2.

The Participating Employer shall, with respect to the Committee identified under this Section: (i) pay all reasonable expenses and fees of the Committee, (ii) indemnify the Committee (including individuals serving as Committee members) against any costs, expenses and liabilities including, without limitation, attorneys’ fees and expenses arising in connection with the performance of the Committee’s duties hereunder, except with respect to matters resulting from the Committee’s gross negligence or willful misconduct, and (iii) supply full and timely information to the Committee on all matters related to the Plan, any rabbi trust, Participants, Beneficiaries and Accounts as the Committee may reasonably require.

9.3 **Withholding.** The Participating Employer shall have the right to withhold from any payment due under the Plan (or with respect to any amounts credited to the Plan) any taxes required by law to be withheld in respect of such payment (or credit). Withholdings with respect to amounts credited to the Plan shall be deducted from Compensation that has not been deferred to the Plan.

9.4 **Indemnification.** The Participating Employers shall indemnify and hold harmless each employee, officer, director, agent or organization, to whom or to which are delegated duties, responsibilities, and authority under the Plan or otherwise with respect to administration of the Plan, including, without limitation, the Committee and its agents, against all claims, liabilities, fines and penalties, and all expenses reasonably incurred by
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or imposed upon him or it (including but not limited to reasonable attorney fees) which arise as a result of his or its actions or failure to act in connection with the operation and administration of the Plan to the extent lawfully allowable and to the extent that such claim, liability, fine, penalty, or expense is not paid for by liability insurance purchased or paid for by the Participating Employer. Notwithstanding the foregoing, the Participating Employer shall not indemnify any person or organization if his or its actions or failure to act are due to gross negligence or willful misconduct or for any such amount incurred through any settlement or compromise of any action unless the Participating Employer consents in writing to such settlement or compromise.

9.5 **Delegation of Authority.** In the administration of this Plan, the Committee may, from time to time, employ agents and delegate to them such administrative duties as it sees fit, and may from time to time consult with legal counsel who shall be legal counsel to the Company and/or the Company Parent.

9.6 **Binding Decisions or Actions.** The decision or action of the Committee in respect of any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations thereunder shall be final and conclusive and binding upon all persons having any interest in the Plan.

**ARTICLE X**

**Amendment and Termination**

10.1 **Amendment and Termination.** The Company may at any time and from time to time amend the Plan or may terminate the Plan as provided in this Article X. Each Participating Employer may also terminate its participation in the Plan.

10.2 **Amendments.** The Company, by action taken by the Board of Directors of the Company Parent, may amend the Plan at any time and for any reason, provided that any such amendment shall not reduce the vested Account Balances of any Participant accrued as of the date of any such amendment or restatement (as if the Participant had incurred a voluntary Separation from Service on such date) or reduce any rights of a Participant under the Plan or other Plan features with respect to Deferrals made prior to the date of any such amendment or restatement without the consent of the Participant. The Compensation Committee of the Board of Directors of the Company Parent has the authority to amend the Plan without the consent of the Board of Directors of the Company Parent for the purpose of: (i) conforming the Plan to the requirements of law; (ii) facilitating the administration of the Plan; (iii) clarifying provisions based on the Committee’s interpretation of the document; and (iv) making such other amendments as the Board of Directors of the Company Parent may authorize.

10.3 **Termination.** The Company, by action taken by the Board of Directors of the Company Parent, may terminate the Plan and pay Participants and Beneficiaries their Account Balances in a single lump sum at any time, to the extent and in accordance with Treas. Reg. Section 1.409A-3(j)(4)(ix). If a Participating Employer terminates its participation

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in the Plan, the benefits of affected Employees shall be paid at the time provided in Article VI.

10.4 **Accounts Taxable Under Code Section 409A.** The Plan is intended to constitute a plan of deferred compensation that meets the requirements for deferral of income taxation under Code Section 409A. The Committee, pursuant to its authority to interpret the Plan, may sever from the Plan or any Compensation Deferral Agreement any provision or exercise of a right that otherwise would result in a violation of Code Section 409A.

**ARTICLE XI**

Informal Funding

11.1 **General Assets.** Obligations established under the terms of the Plan may be satisfied from the general funds of the Participating Employers, or a trust described in this Article XI. No Participant, spouse or Beneficiary shall have any right, title or interest whatever in assets of the Participating Employers. Nothing contained in this Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between the Participating Employers and any Employee, spouse, or Beneficiary. To the extent that any person acquires a right to receive payments hereunder, such rights are no greater than the right of an unsecured general creditor of the Participating Employer.

11.2 **Rabbi Trust.** A Participating Employer may, in its sole discretion, establish a grantor trust, commonly known as a rabbit trust, as a vehicle for accumulating assets to pay benefits under the Plan. Payments under the Plan may be paid from the general assets of the Participating Employer or from the assets of any such rabbit trust. Payment from any such source shall reduce the obligation owed to the Participant or Beneficiary under the Plan.

**ARTICLE XII**

Claims

12.1 **Filing a Claim.** Any controversy or claim arising out of or relating to the Plan shall be filed in writing with the Committee which shall make all determinations concerning such claim. Any claim filed with the Committee and any decision by the Committee denying such claim shall be in writing and shall be delivered to the Participant or Beneficiary filing the claim (the “Claimant”).

(a) **In General.** Notice of a denial of benefits (other than Disability benefits) will be provided within 90 days of the Committee’s receipt of the Claimant’s claim for benefits. If the Committee determines that it needs additional time to review the claim, the Committee will provide the Claimant with a notice of the extension before the end of the initial 90-day period. The extension will not be more than 90 days from the end of the initial 90-day period and the notice of extension will...
explain the special circumstances that require the extension and the date by which the Committee expects to make a decision.

(b) **Disability Benefits.** Notice of denial of Disability benefits will be provided within forty-five (45) days of the Committee’s receipt of the Claimant’s claim for Disability benefits. If the Committee determines that it needs additional time to review the Disability claim, the Committee will provide the Claimant with a notice of the extension before the end of the initial 45-day period. If the Committee determines that a decision cannot be made within the first extension period due to matters beyond the control of the Committee, the time period for making a determination may be further extended for an additional 30 days. If such an additional extension is necessary, the Committee shall notify the Claimant prior to the expiration of the initial 30-day extension. Any notice of extension shall indicate the circumstances necessitating the extension of time, the date by which the Committee expects to furnish a notice of decision, the specific standards on which such entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and any additional information needed to resolve those issues. A Claimant will be provided a minimum of 45 days to submit any necessary additional information to the Committee. In the event that a 30-day extension is necessary due to a Claimant’s failure to submit information necessary to decide a claim, the period for furnishing a notice of decision shall be tolled from the date on which the notice of the extension is sent to the Claimant until the earlier of the date the Claimant responds to the request for additional information or the response deadline.

(c) **Contents of Notice.** If a claim for benefits is completely or partially denied, notice of such denial shall be in writing and shall set forth the reasons for denial in plain language. The notice shall: (i) cite the pertinent provisions of the Plan document, and (ii) explain, where appropriate, how the Claimant can perfect the claim, including a description of any additional material or information necessary to complete the claim and why such material or information is necessary. The claim denial also shall include an explanation of the claims review procedures and the time limits applicable to such procedures, including a statement of the Claimant’s right to bring a civil action under Section 502(a) of ERISA following an adverse decision on review. In the case of a complete or partial denial of a Disability benefit claim, the notice shall provide a statement that the Committee will provide to the Claimant, upon request and free of charge, a copy of any internal rule, guideline, protocol, or other similar criterion that was relied upon in making the decision.

12.2 **Appeal of Denied Claims.** A Claimant whose claim has been completely or partially denied shall be entitled to appeal the claim denial by filing a written appeal with a committee designated to hear such appeals (the “Appeals Committee”). In the absence of any such designation, the Appeals Committee shall be the Committee. A Claimant who timely requests a review of the denied claim (or his or her authorized representative) may review, upon request and free of charge, copies of all documents, records and other
information relevant to the denial and may submit written comments, documents, records and other information relevant to the claim to the Appeals Committee. All written comments, documents, records, and other information shall be considered “relevant” if the information: (i) was relied upon in making a benefits determination, (ii) was submitted, considered or generated in the course of making a benefits decision regardless of whether it was relied upon to make the decision, or (iii) demonstrates compliance with administrative processes and safeguards established for making benefit decisions. The Appeals Committee may, in its sole discretion and if it deems appropriate or necessary, decide to hold a hearing with respect to the claim appeal.

(a) In General. Appeal of a denied benefits claim (other than a Disability benefits claim) must be filed in writing with the Appeals Committee no later than 60 days after receipt of the written notification of such claim denial. The Appeals Committee shall make its decision regarding the merits of the denied claim within 60 days following receipt of the appeal (or within 120 days after such receipt, in a case where there are special circumstances requiring extension of time for reviewing the appealed claim). If an extension of time for reviewing the appeal is required because of special circumstances, written notice of the extension shall be furnished to the Claimant prior to the commencement of the extension. The notice will indicate the special circumstances requiring the extension of time and the date by which the Appeals Committee expects to render the determination on review. The review will take into account comments, documents, records and other information submitted by the Claimant relating to the claim without regard to whether such information was submitted or considered in the initial benefit determination.

(b) Disability Benefits. Appeal of a denied Disability benefits claim must be filed in writing with the Appeals Committee no later than 180 days after receipt of the written notification of such claim denial. The review shall be conducted by the Appeals Committee (exclusive of the person who made the initial adverse decision or such person’s subordinate). In reviewing the appeal, the Appeals Committee shall: (i) not afford deference to the initial denial of the claim, (ii) consult a medical professional who has appropriate training and experience in the field of medicine relating to the Claimant’s disability and who was neither consulted as part of the initial denial nor is the subordinate of such individual, and (iii) identify the medical or vocational experts whose advice was obtained with respect to the initial benefit denial, without regard to whether the advice was relied upon in making the decision. The Appeals Committee shall make its decision regarding the merits of the denied claim within 45 days following receipt of the appeal (or within 90 days after such receipt, in a case where there are special circumstances requiring extension of time for reviewing the appealed claim). If an extension of time for reviewing the appeal is required because of special circumstances, written notice of the extension shall be furnished to the Claimant prior to the commencement of the extension. The notice will indicate the special circumstances requiring the extension of time and the date by which the Appeals Committee expects to render the determination on review. Following
its review of any additional information submitted by the Claimant, the Appeals Committee shall render a decision on its review of the denied claim.

(c) **Contents of Notice.** If a benefits claim is completely or partially denied on review, notice of such denial shall be in writing and shall set forth the reasons for denial in plain language.

The decision on review shall set forth: (i) the specific reason or reasons for the denial, (ii) specific references to the pertinent Plan provisions on which the denial is based, (iii) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, or other information relevant (as defined above) to the Claimant’s claim, and (iv) a statement describing any voluntary appeal procedures offered by the plan and a statement of the Claimant’s right to bring an action under Section 502(a) of ERISA.

(d) For the denial of a Disability benefit, the notice will also include a statement that the Appeals Committee will provide, upon request and free of charge: (i) any internal rule, guideline, protocol or other similar criterion relied upon in making the decision, (ii) any medical opinion relied upon to make the decision, and (iii) the required statement under Section 2560.503-1(j)(5)(iii) of the Department of Labor regulations.

12.3 **Claims Appeals Upon Change in Control.** Upon a Change in Control, the Appeals Committee, as constituted immediately prior to such Change in Control, shall continue to act as the Appeals Committee. Upon such Change in Control, the Company may not remove any member of the Appeals Committee, but may replace resigning members if 2/3rds of the members of the Board of Directors of the Company Parent and a majority of Participants and Beneficiaries with Account Balances consent to the replacement.

The Appeals Committee shall have the exclusive authority at the appeals stage to interpret the terms of the Plan and resolve appeals under the Claims Procedure.

Each Participating Employer shall, with respect to the Committee identified under this Section: (i) pay its proportionate share of all reasonable expenses and fees of the Appeals Committee, (ii) indemnify the Appeals Committee (including individual committee members) against any costs, expenses and liabilities including, without limitation, attorneys’ fees and expenses arising in connection with the performance of the Appeals Committee hereunder, except with respect to matters resulting from the Appeals Committee’s gross negligence or willful misconduct, and (iii) supply full and timely information to the Appeals Committee on all matters related to the Plan, any rabbi trust, Participants, Beneficiaries and Accounts as the Appeals Committee may reasonably require.
12.4 **Legal Action.** A Claimant may not bring any legal action relating to a claim for benefits under the Plan unless and until the Claimant has followed the claims procedures under the Plan and exhausted his or her administrative remedies under such claims procedures.

If a Participant or Beneficiary prevails in a legal proceeding brought under the Plan to enforce the rights of such Participant or any other similarly situated Participant or Beneficiary, in whole or in part, the Participating Employer shall reimburse such Participant or Beneficiary for all legal costs, expenses, attorneys’ fees and such other liabilities incurred as a result of such proceedings. If the legal proceeding is brought in connection with a Change in Control, or a “change in control” as defined in a rabbi trust described in Section 11.2, the Participant or Beneficiary may file a claim directly with the trustee for reimbursement of such costs, expenses and fees. For purposes of the preceding sentence, the amount of the claim shall be treated as if it were an addition to the Participant’s or Beneficiary’s Account Balance.

12.5 **Discretion of Appeals Committee.** All interpretations, determinations and decisions of the Appeals Committee with respect to any claim shall be made in its sole discretion, and shall be final and conclusive.

**ARTICLE XIII**

**General Provisions**

13.1 **Assignment.** No interest of any Participant, spouse or Beneficiary under this Plan and no benefit payable hereunder shall be assigned as security for a loan, and any such purported assignment shall be null, void and of no effect, nor shall any such interest or any such benefit be subject in any manner, either voluntarily or involuntarily, to anticipation, sale, transfer, assignment or encumbrance by or through any Participant, spouse or Beneficiary. Notwithstanding anything to the contrary herein, however, the Committee has the discretion to make payments to an alternate payee in accordance with the terms of a domestic relations order (as defined in Code Section 414(p)(1)(B)).

The Company may assign any or all of its liabilities under this Plan in connection with any restructuring, recapitalization, sale of assets or other similar transactions affecting a Participating Employer without the consent of the Participant.

13.2 **No Legal or Equitable Rights or Interest.** No Participant or other person shall have any legal or equitable rights or interest in this Plan that are not expressly granted in this Plan. Participation in this Plan does not give any person any right to be retained in the service of the Participating Employer. The right and power of a Participating Employer to dismiss or discharge an Employee is expressly reserved. The Participating Employers make no representations or warranties as to the tax consequences to a Participant or a Participant’s beneficiaries resulting from a deferral of income pursuant to the Plan.

13.3 **No Employment Contract.** Nothing contained herein shall be construed to constitute a contract of employment between an Employee and a Participating Employer.

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13.4 Notice. Any notice or filing required or permitted to be delivered to the Committee under this Plan shall be delivered in writing, in person, or through such electronic means as is established by the Committee. Notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification. Written transmission shall be sent by certified mail to:

HORIZON PHARMA, INC.
ATTN: VP, HUMAN RESOURCES
520 LAKE COOK ROAD
SUITE 520
DEERFIELD, IL 60015

Any notice or filing required or permitted to be given to a Participant under this Plan shall be sufficient if in writing or hand-delivered, or sent by mail to the last known address of the Participant.

13.5 Headings. The headings of Sections are included solely for convenience of reference, and if there is any conflict between such headings and the text of this Plan, the text shall control.

13.6 Invalid or Unenforceable Provisions. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof and the Committee may elect in its sole discretion to construe such invalid or unenforceable provisions in a manner that conforms to applicable law or as if such provisions, to the extent invalid or unenforceable, had not been included.

13.7 Lost Participants or Beneficiaries. Any Participant or Beneficiary who is entitled to a benefit from the Plan has the duty to keep the Committee advised of his or her current mailing address. If benefit payments are returned to the Plan or are not presented for payment after a reasonable amount of time, the Committee shall presume that the payee is missing. The Committee, after making such efforts as in its discretion it deems reasonable and appropriate to locate the payee, shall stop payment on any uncashed checks and may discontinue making future payments until contact with the payee is restored.

13.8 Facility of Payment to a Minor. If a distribution is to be made to a minor, or to a person who is otherwise incompetent, then the Committee may, in its discretion, make such distribution: (i) to the legal guardian, or if none, to a parent of a minor payee with whom the payee maintains his or her residence, or (ii) to the conservator or committee or, if none, to the person having custody of an incompetent payee. Any such distribution shall fully discharge the Committee, the Company, and the Plan from further liability on account thereof.

13.9 Governing Law. To the extent not preempted by ERISA, the laws of the State of Illinois shall govern the construction and administration of the Plan.
Horizon Pharma, Inc. Deferred Compensation Plan

IN WITNESS WHEREOF, the undersigned executed this Plan as of the 24 day of March, 2015, to be effective as of the Effective Date.

Horizon Pharma, Inc.

By: Paul W. Hoelscher (Print Name)

Its: EVP, Chief Financial Officer (Title)

/s/ Paul W. Hoelscher (Signature)

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1. Purpose. The Horizon Pharma Public Limited Company Equity Long Term Incentive Program (the “Program”) is for purposes of providing performance-based share incentive compensation to individuals who make a significant contribution to the performance of Horizon Pharma Public Limited Company (the “Company”) and its Affiliates and who are selected for participation in the Program (the “Designated Participants”). The Program objectives are to: (a) provide additional motivation to the Designated Participants to focus on our long-term corporate performance, (b) provide an additional retention incentive for Designated Participants, and (c) further align the interests of the Designated Participants with those of our shareholders. Defined terms not explicitly defined in this Program document including its attached APPENDIX A but defined in the Equity Incentive Plan will have the same definitions as in the Equity Incentive Plan.

2. How Awards Are Earned Under the Program.

(a) General Program Description. The Program provides for the grant on the Effective Date of Restricted Stock Unit Awards under the Equity Incentive Plan (“RSU Awards”) to the Designated Participants which will vest based on the Company’s level of attainment of performance goals as specified below in Section 2(d) (the “Performance Goals”) during the period of time that begins on March 23, 2015 and ends on March 22, 2018 (the “Performance Period”). The deemed level of attainment of the Performance Goals during the Performance Period will be measured as of three separate measurement dates occurring on December 22, 2017, March 22, 2018 and June 22, 2018 (the “Measurement Dates”). To the maximum extent possible, the RSU Awards are intended to qualify as “Performance Stock Awards” under the Equity Incentive Plan. Certain portions of the RSU Awards are subject to approval of amendments to the Equity Incentive Plan by shareholders at the Company’s Annual General Meeting in May 2015, as specified on the attached APPENDIX B.

(b) Maximum Award; Actual Award. The maximum portion of the RSU Award that may vest and the corresponding maximum number of Ordinary Shares that may be issued in settlement of an RSU Award granted to any Designated Participant will in no event exceed his or her maximum number of Restricted Stock Units specified on the attached APPENDIX B under the “Maximum RSU Award” column next to the name of such Designated Participant (the “Maximum Award”). The Actual Award earned by and payable to each Participant under the Program will be determined by the Committee in accordance with the terms of this Program.

(c) Designated Participants. The Program’s Designated Participants as of the Effective Date are selected by the Committee and are as specified on APPENDIX B. Except as provided in this Program, no Employee has any right (i) to be a Designated Participant, or (ii) to continue as a Designated Participant, or (iii) to be granted an RSU Award or to earn an Actual Award under the Program. Following the Effective Date, the Committee may select additional Employees as Designated Participants and Appendix B will be updated to reflect any such subsequent designation.

(d) Performance Goals and Performance Period. Actual Award amounts will be calculated based upon the Committee’s determination of the Company’s deemed level of attainment of the Performance Goals during the Performance Period pursuant to the following criteria:

(i) 1/3rd of the Actual Award that may be earned will be determined based upon the level of TSR attained during the portion of the Program Period which in each case commences on the Effective Date and ends on each of the three Measurement Dates, provided that in no event will the total Actual Award exceed the Maximum Award. VWAP will be used on the Effective Date and on each Measurement Date to
calculate the TSR. In order for any Actual Award to be earned under the Program and, for any portion of an RSU Award to vest, the TSR during the portion of the Program Period that precedes a Measurement Date must be greater than or equal to the Performance Period Threshold Goal or a Change in Control must occur prior to expiration of the Program Period. The VWAP on March 23, 2015 was $21.50, so the minimum VWAP that is required on each Measurement Date for the Performance Period Threshold Goal to be attained is as follows (assuming no dividends or distributions are made or declared in respect of the Company’s ordinary shares during the Program Period):

<table>
<thead>
<tr>
<th>Measurement Date</th>
<th>Minimum VWAP Required for Performance Threshold Goal to be Attained</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 22, 2017</td>
<td>$31.58</td>
</tr>
<tr>
<td>March 22, 2018</td>
<td>$32.70</td>
</tr>
<tr>
<td>June 22, 2018</td>
<td>$33.86</td>
</tr>
</tbody>
</table>

If a Change in Control does not occur prior to expiration of the Program Period and the VWAP on each of the three Measurement Dates is less than the minimum VWAP so that the Performance Period Threshold Goal is not attained, no Actual Award will be payable under the Program so that the Program will automatically terminate without payment to any Designated Participant and each RSU Award granted under the Program will automatically be forfeited upon expiration of the Program Period.

(ii) As of each Measurement Date, in each case with respect to the 1/3rd of the Target RSU Award set forth on the attached APPENDIX B with respect to a Designated Participant, the determined percentage of 1/3rd of the Target RSU Award which will vest and become an Actual Award for such Designated Participant will correspond to the applicable corresponding percentage level as determined pursuant to the table below based upon the level of TSR attained during the portion of the Program Period which in each case commences on the Effective Date and ends on the applicable Measurement Date (assuming no dividends or distributions are made or declared in respect of the Company’s ordinary shares during such portion of the Program Period) with linear interpolation between the 15% to 60% performance levels:

<table>
<thead>
<tr>
<th>Program Period TSR Attained Through Measurement Date</th>
<th>% of 1/3rd of Target RSU Award Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 15%</td>
<td>0%</td>
</tr>
<tr>
<td>15%</td>
<td>100%</td>
</tr>
<tr>
<td>30%</td>
<td>200%</td>
</tr>
<tr>
<td>45%</td>
<td>300%</td>
</tr>
<tr>
<td>60%</td>
<td>400%</td>
</tr>
</tbody>
</table>

Provided, however, that if a Change in Control occurs at any time before expiration of the Program Period, for purposes of calculating Actual Awards, the TSR that will be deemed attained in respect of any Measurement Date that has not occurred prior to such Change in Control will be based on the level of TSR attained from the Effective Date through the date of the Change in Control, provided that if the Change in Control occurs on or before March 22, 2016, the TSR level deemed attained prior to the Change in Control will be annualized and extrapolated to estimate the level of TSR that would have been attained as of March 22, 2016 and such deemed level of TSR will be used to calculate the portion of the PSU Award that is an Actual Award that may vest. In order for the RSU Award to vest and be earned following any Change in Control the Designated Participant will still be generally required to remain in Continuous Service through the expiration of the Performance Period (March 22, 2018) unless the earlier termination of Continuous Service is due to death, Disability, or due to a termination without Cause or a Good Reason resignation. The foregoing provisions supersede anything to the contrary set forth in the Equity Incentive
Plan that would otherwise provide for vesting acceleration of RSU Awards in connection with a Corporate Transaction or otherwise.

Any portion of the RSU Award which does not vest upon expiration of the Program Period will be immediately forfeited.

(iii) Any Designated Participant who switches from full-time to part-time employment during the Performance Period will have his or her determined Actual Award reduced on a pro-rata basis based upon the applicable percentage of full-time equivalent employment that was in effect on an aggregate basis during the Performance Period.

(iv) The determined Actual Award amount that will become earned by and payable to a Designated Participant is subject to (A) attainment of the Performance Period Threshold Goals during the Program Period or the occurrence of a Change in Control prior to the expiration of the Program Period and (B) the Designated Participant’s satisfaction of the Continuous Service requirements set forth in Section 2(e) below.

(e) Continuous Service.

(i) Except as otherwise provided below in Section 2(e)(ii) or 2(e)(iii), in order to earn an Actual Award under the Program, a Designated Participant must remain in Continuous Service through the expiration of the Performance Period. Except as otherwise provided below in Section 2(e)(ii) or 2(e)(iii), if a Designated Participant terminates Continuous Service for any reason prior to the expiration of the Performance Period, the Designated Participant will forfeit the right to vest in any portion of the RSU Award so that it will be forfeited in its entirety.

(ii) If prior to the expiration of the Performance Period, a DesignatedParticipant terminates Continuous Service due to either (A) a termination by the Company without Cause, or (B) the Designated Participant’s resignation for Good Reason, and in each case the Designated Participant provides the Company and its Affiliates with an effective release of claims in a form acceptable to the Company (the “Release”) no later than the earlier of: (i) August 10, 2018 or (ii) fifty five (55) days following a Change in Control that occurs prior to the expiration of the Program Period, the Designated Participant will still be eligible to earn a reduced pro-rata Actual Award subject to the Company’s attainment of the Performance Goals during the Program Period (or the earlier occurrence of a Change in Control). The reduced pro-rata Actual Award will be calculated based upon the number of full months that the Participant was employed during the Performance Period (as measured by reference to anniversaries of employment occurring on the 22nd of a month) divided by the total number of months in the Performance Period; provided, however, that if a Change in Control occurs prior to expiration of the Performance Period, then for the purposes of such pro-rata calculation, the Performance Period will be deemed to have been the period commencing on the Program’s effective date and ending on the date of the Change in Control. Accordingly, if the Change in Control precedes the termination without Cause or Good Reason resignation of Continuous Service, no pro-rata reduction will apply.

(iii) If prior to the expiration of the Performance Period, a Designated Participant terminates Continuous Service due to either the Designated Participant’s death or Disability and the Designated Participant or his or her beneficiaries (as applicable) provide the Company and its Affiliates with a Release no later than the earlier of: (i) August 10, 2018, or (ii) fifty five (55) days following a Change in Control that occurs prior to the expiration of the Program Period, the Designated Participant will still be eligible to earn an Actual Award subject to the Company’s attainment of the Performance Goals during the Program Period (or the earlier occurrence of a Change in Control).

(iv) RSU Awards and Actual Awards granted under this Program are not subject to any vesting acceleration provisions that may be set forth in a Designated Participant’s individual employment agreement or offer letter, the Company’s Severance Benefit Plan, or any other agreement, plan or policy.
applicable to the Designated Participant that otherwise may provide for vesting of RSU Awards or Actual Awards in connection with a termination of the Designated Participant’s employment or otherwise (collectively, “Company Severance Plans”) or any vesting acceleration provision set forth in the Equity Incentive Plan that would otherwise apply in connection with a Corporate Transaction or otherwise. As a condition to a Designated Participant’s acceptance of any RSU Award or Actual Award under this Program, such Designated Participant thereby expressly acknowledges and agrees that the terms of the Company Severance Plans and the vesting acceleration provisions set forth in the Equity Incentive Plan do not apply to such RSU Award or Actual Award.

3. Other Program Provisions.

(a) Determination of Actual Awards. Assessment of actual performance, determination of the Actual Awards and any payment in respect of Actual Awards will be subject to: (i) the Committee’s certification in writing that the applicable Performance Goals and other terms of the Program have been met; provided, however, that such certification requirement shall not be applicable in the event of a Change in Control that occurs prior to expiration of the Program Period.

(b) Payment of Actual Awards. With respect to all Actual Awards which are earned under the Program, ordinary shares will be issued to the Designated Participants in settlement of the Actual Awards at the times specified in this Section 3(b), except to the extent the Company elects to provide for earlier issuance of the shares as permitted by Section 3(h). In the event of any Change in Control which occurs prior to any Scheduled Issuance Date, the Company reserves the right to cancel the Designated Participant’s right to receive any issuance of shares in settlement of an Actual Award and provide in substitution thereof that the Designated Participant will have the right to receive a cash payment, with the amount of such cash payment determined with respect to the value of the shares underlying the Actual Award as of immediately prior to such Change in Control (the “Substitute Cash Payment”). The Substitute Cash Payment amount will be determined and final as of immediately prior to the Change in Control, and will not be further adjusted to reflect any subsequent changes in the value of the Company’s ordinary shares following the Change in Control. The Substitute Cash Payment will be made to the Designated Participant on the same date that shares would otherwise have been issued to the Participant in settlement of the Actual Award as provided in this Program.

(i) Subject to the provisions in Section 3(b)(iii), 3(b)(iv), 3(b)(v) and 3(b)(vi) below, with respect to any Designated Participant who is designated as an “Executive” of the attached Appendix B, ordinary shares will be issued in settlement of 50% of the total number of RSUs subject to the Actual Award on March 22, 2019 and ordinary shares will be issued in settlement of the remaining 50% of the total number of RSUs subject to the Actual Award on March 22, 2020.

(ii) Subject to the provisions set forth in Sections 3(b)(iii), 3(b)(iv), 3(b)(v) and 3(b)(vi) below, with respect to any Designated Participant who is designated as a “Non-Executive” on the attached Appendix B, ordinary shares will be issued in settlement of 50% of the total number of RSUs subject to the Actual Award as soon as practicable following the Certification Date and in no event later than August 31, 2018 and ordinary shares will be issued in settlement of the remaining 50% of the total number of RSUs subject to the Actual Award on March 22, 2019.

(iii) In the event of a Designated Participant’s Separation from Service, death or Disability which occurs prior to the completion of the Performance Period, ordinary shares will be issued in settlement of the Actual Award as soon as practicable following the Certification Date and in no event later than August 31, 2018. In the event of a Change in Control which occurs prior to the completion of the Performance Period, ordinary shares will be issued in settlement of the Actual Award as soon as practicable following June 22, 2018 and in no event later than August 31, 2018. In the event that both a Change in Control and the Designated Participant’s Separation from Service, death or Disability which occurs prior to the completion of the Performance Period, ordinary shares will be issued in settlement of the Actual Award as soon as practicable following June 22, 2018 and in no event later than August 31, 2018.
(iv) In the event of a Designated Participant’s Separation from Service, death or Disability which occurs following the completion of the Performance Period and prior to the Scheduled Issuance Dates, or a Change in Control which occurs following the completion of the Performance Period and prior to the Scheduled Issuance Dates, any ordinary shares not previously issued in settlement of the Actual Award for the Designated Participant will instead be issued within the 60 day period following the Designated Participant’s Separation from Service, death or Disability or Change in Control, as applicable.

(v) Notwithstanding anything to the contrary set forth herein, in no event will Program Payments be made prior to the effectiveness (or deemed effectiveness) of the Release. If Program Payments are to be made pursuant to Section 3(b)(iv) and the Release could become effective in more than one taxable year depending on the timing of provision, the Release will not be deemed effective until the latest taxable year in which it could be effective.

(vi) Notwithstanding anything to the contrary set forth herein, if the Designated Participant is a “Specified Employee” within the meaning of Section 409A as of the date of his or her Separation from Service, any Program Payments made in settlement of the Actual Award in connection with any Separation from Service will not occur any earlier than six months and one day following the date of such Separation from Service to the extent necessary to avoid adverse tax consequences to the Designated Participant under Section 409A.

(c) Withholding. The Company will withhold from the shares to be issued in settlement of an Actual Award a number of shares with a then current fair market value equal to the amount required to be withheld in satisfaction of any federal, state or local tax withholding obligation relating to the payment of the Actual Award as necessary to satisfy the Company’s required tax withholding obligations using the minimum statutory withholding rates for federal, state, local and foreign tax purposes, including payroll taxes, that are applicable to supplemental taxable income; provided, however that if a Substitute Cash Payment will be made in settlement of an Actual Award withholding shall instead be applied to such cash payment amount.

(d) No Employment or Service Rights. Nothing in the Program or any instrument executed pursuant to the Program will (i) confer upon any Designated Participant any right to continue to be retained in the employ or service of the Company or any other Affiliate, (ii) change the at-will employment relationship between the Company or any other Affiliate and a Designated Participant, or (iii) interfere with the right of the Company or any other Affiliate to discharge any Designated Participant or other person at any time, with or without Cause, and with or without advance notice.

(e) Program Administration. The Committee will be responsible for all decisions and recommendations regarding Program administration and retains final authority regarding all aspects of Program administration, interpretation of the Program, the resolution of any disputes, and application of the Program in any respect to a Designated Participant. All determinations and interpretations made by the Committee in good faith will not be subject to review by any person and will be final, binding and conclusive on all persons. The Committee may, without notice, amend, suspend or terminate the Program; provided, however, that no such action may adversely affect any Designated Participant unless (i) expressly provided by the Committee; and (ii) with the consent of the Designated Participant, unless such action is necessary to comply with any applicable law, regulation or rule.

(f) Recovery. Any Program Payments will be subject to recoupment in accordance with any clawback policy that the Company adopts pursuant to the listing standards of any national securities exchange or association on which the Company’s securities are listed or is otherwise adopted pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law. To the extent not inconsistent with such listing standards rules, applicable law or such claw-back policy, any recoupment period applicable to Program Payments will be measured from the date of determination of the Actual Award rather than the date the Program
Payment is made. No recovery of compensation under such a clawback policy will be an event giving rise to a right to resign for “good reason” or “constructive termination” (or similar term) under any plan of or agreement with the Company.

(g) **Validity.** If any provision of the Program is held invalid, void, or unenforceable, the same will not affect, in any respect whatsoever, the validity of any other provision of the Program.

(h) **Section 280G.**

(i) If any payment or benefit a Designated Participant would receive from the Company pursuant to this Program or otherwise (“Payment”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then such Payment shall be equal to the Reduced Amount. The ‘Reduced Amount’ shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in the Designated Participant’s receipt, on an after-tax basis, of the greater economic benefit for the Designated Participant. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata.

(ii) In the event it is subsequently determined by the Internal Revenue Service that some portion of the Reduced Amount as determined pursuant to clause (x) in the preceding paragraph is subject to the Excise Tax, the Designated Participant agrees to promptly return to the Company a sufficient amount of the Payment so that no portion of the Reduced Amount is subject to the Excise Tax. For the avoidance of doubt, if the Reduced Amount is determined pursuant to clause (y) in the preceding paragraph, the Designated Participant will have no obligation to return any portion of the Payment pursuant to the preceding sentence.

(iii) The accounting firm engaged by the Company for general tax compliance purposes as of the day prior to the effective date of the Change in Control shall perform the foregoing calculations unless otherwise determined by the Company. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Company shall appoint a nationally recognized accounting firm to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.

(iv) The Company shall use commercially reasonable efforts to cause the accounting firm engaged to make the determinations hereunder to provide its calculations, together with detailed supporting documentation, within fifteen (15) calendar days after the date on which the Designated Participant’s right to a Payment is triggered or such other time as requested by the Company.

(i) **Section 409A.** All Program Payments are intended to satisfy the requirements for an exemption from application of Section 409A provided under Treasury Regulations Sections 1.409A-1(b)(4) to the maximum extent such exemption is available. To the extent Program Payments are subject to Section 409A, Program Payments are intended to be paid on the earlier of (i) a “specified date,” or (ii) an objectively determinable and nondiscretionary date applicable in the event the Designated Participant’s death or Disability, or Separation from Service or a Change in Control event that occurs prior to such “specified date”, (iii) the earliest of the Designated Participant’s death or Disability, or Separation from Service or a Change in Control event that occurs following such “specified date,” in each case in compliance with the requirements of Section 409A. The Company reserves the discretion to provide for acceleration of Program Payments to the maximum extent permitted by Treasury Regulations Section 1.409A-3(j)(4), including in connection with any Change in Control.
Program Payments are intended to qualify for an exemption from application of Section 409A or comply with its requirements to the extent necessary to avoid adverse personal tax consequences to the Designated Participants under Section 409A, and any ambiguities herein shall be interpreted accordingly.

(i) **Governing Plan Document.** Except as expressly provided herein, the Program is subject to all the provisions of the Equity Incentive Plan and is further subject to all interpretations, amendments, rules and regulations that may from time to time be promulgated and adopted by the Committee, the Board or the Company pursuant to the Equity Incentive Plan. Except as expressly provided herein, in the event of any conflict between the provisions of this Program and those of the Equity Incentive Plan, the provisions of the Equity Incentive Plan will control unless necessary for compliance with Section 162(m) of the Code or as necessary to avoid adverse personal tax consequences to the Designated Participants under Section 409A. With respect to RSU Awards and Actual Awards, the terms of this Program supersede any provisions set forth in any Company Severance Plans and also supersede any provisions set forth in the Equity Incentive Plan related to applicable treatment in the event of a Corporate Transaction.
APPENDIX A
EQUITY LONG TERM INCENTIVE PROGRAM
DEFINITIONS

(a) “Actual Award” means the number of Restricted Stock Units finally determined and awarded to a Designated Participant under the Program based on the Committee’s determination of the level of achievement of the Performance Goals.

(b) “Cause” for the Company or an Affiliate to terminate a Designated Participant’s employment shall mean the occurrence of any of the following events, as determined reasonably and in good faith by the Committee:

(1) the Designated Participant’s gross negligence or willful failure to substantially perform his duties and responsibilities to the Company or Affiliate or willful and deliberate violation of a Company or Affiliate policy;

(2) the Designated Participant’s conviction of a felony or the Designated Participant’s commission of any act of fraud, embezzlement or dishonesty against the Company or Affiliate or involving moral turpitude that is likely to inflict or has inflicted material injury on the business of the Company or an Affiliate, to be determined by the sole discretion of the Committee;

(3) the Designated Participant’s unauthorized use or disclosure of any proprietary information or trade secrets of the Company or an Affiliate or any other party that the Designated Participant owes an obligation of nondisclosure as a result of the Designated Participant’s relationship with the Company or an Affiliate; and

(4) the Designated Participant’s willful and deliberate breach of any employment obligations that causes material injury to the business of the Company or an Affiliate.

(c) “Certification Date” means the date on which the Committee certifies whether the Performance Goals have been met under the Program. The Certification Date will be no earlier than March 22, 2018 and no later than August 1, 2018.

(d) “Change in Control” means the first to occur of (1) a change in the ownership of the Company, (2) a change in the effective control of the Company or (3) a change in the ownership of a substantial portion of the Company’s assets as specified below. For such purposes, a change in ownership of the Company occurs on the date on which any one person or more than one person acting as a group acquires ownership of shares of the Company that, together with shares held by such person or group constitutes more than 50% of the total fair market value or total voting power of the shares of the Company. A change in the effective control of the Company occurs on the date on which either (i) a person or more than one person acting as a group acquires during any 12-month period ownership of shares of the Company possessing 50% or more of the total voting power of the shares of the Company or (ii) a majority of members of the Company’s board of directors is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Company’s board of directors prior to the date of the appointment or election. A change in the ownership of a substantial portion of assets occurs on the date on which any one person or more than one person acting as a group acquires assets from the Company that have a total gross fair market value equal to or more than 75% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. The determination of whether a Change in Control has occurred will be determined in a manner consistent with the requirements of Section 409A.

(e) “Code” means the Internal Revenue Code of 1986, as amended from time to time.
(f) "Committee" means the Compensation Committee of the Board of Directors of the Company.

(g) “Disability” means the Designated Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering Company employees. The determination of whether a Designated Participant has incurred a Disability will be determined in a manner consistent with the requirements of Section 409A.

(h) “Effective Date” means the effective date of this Program, which is March 23, 2015.

(i) “Equity Incentive Plan” means the Horizon Pharma Public Limited Company 2014 Equity Incentive Plan, as may be amended.

(j) “Employer” means the corporation which employs the Designated Participant and that, together with the Company, is treated as a single employer with the Company under Internal Revenue Code Section 414(b) or (c).

(k) “Good Reason” for a Designated Participant to resign employment shall mean the occurrence of any of the following events without the Designated Participant’s consent:

1. a reduction in the Designated Participant’s duties, authority, or responsibilities relative to the duties, authority, or responsibilities in effect immediately prior to such reduction, including by way of example, having the same title, duties, authority and responsibilities at a subsidiary level following a Change in Control;

2. the relocation of the Designated Participant’s primary work location to a point more than fifty (50) miles from the Designated Participant’s work location as of the Effective Date that requires a material increase in Designated Participant’s one-way driving distance; and

3. a reduction by the Company or an Affiliate of the Designated Participant’s base compensation (which includes base salary and short-term and long-term target bonus opportunity), if any, as in effect on the Effective Date.

Provided, however that, such resignation by the Designated Participant shall only be deemed for Good Reason pursuant to the foregoing definition if (i) the Company is given written notice from the Designated Participant within sixty (60) days following the first occurrence of the condition that the Designated Participant considers to constitute Good Reason describing the condition and the Company or the Affiliate employing the Designated Participant, as applicable, fails to satisfactorily remedy such condition within thirty (30) days following written notice, and (ii) the Designated Participant terminates employment within thirty (30) days following the end of the period within which the Company or Affiliate was entitled to remedy the condition constituting Good Reason but failed to do so.

(l) “Performance Period Threshold Goal” means the TSR, if any, during the Program Period as measured on any Measurement Date which is greater than or equal to 15%.

(m) “Program Payment” means an issuance of shares in settlement of an Actual Award or a Substitute Cash Payment as provided in Section 3(b).
(n) “Program Period” means the period commencing March 23, 2015 and ending on June 22, 2018, the last Measurement Date of the Program.

(o) “RSU Award Agreement” means the Restricted Stock Unit Agreement in the form approved by the Committee for the purpose of granting RSU Awards under the Program and the Equity Incentive Plan.

(p) “Scheduled Issuance Dates” means the default dates applicable for issuance of shares in settlement of an Actual Award as provided in Sections 3(b)(i) and 3(b)(ii) with respect to a Designated Participant.

(q) “Section 409A” means Section 409A of the Code, including regulations and other guidance thereunder, and any state law of similar effect.

(r) “Separation from Service” means a termination of service with the Employer of the Designated Participant. In all cases, whether a Separation from Service has occurred shall be determined by the Committee in accordance with Code Section 409A. Except in the case of a bona fide leave of absence as provided below, a Designated Participant is deemed to have incurred a Separation from Service if the Employer and the Designated Participant reasonably anticipated that the level of services to be performed by the Designated Participant after a date certain, whether as an employee or in a consulting capacity, would be reduced to 20% or less of the average services rendered by the Designated Participant during the immediately preceding 36-month period (or the total period of employment, if less than 36 months), disregarding periods during which the Designated Participant was on a bona fide leave of absence. A Designated Participant who is absent from work due to military leave, sick leave, or other bona fide leave of absence shall incur a Separation from Service on the first date immediately following the later of: (i) the six month anniversary of the commencement of the leave, or (ii) the expiration of the Designated Participant’s right, if any, to reemployment under statute or contract.

(s) “TSR” means the percentage change in the price of the Company’s ordinary shares on a compounded annualized basis plus the dollar value of dividends and distributions made or declared divided by the closing price of the Company’s ordinary shares on the record date of the dividends and distributions.

(t) “VWAP” means the trailing 20-trading-day volume weighted average price of the Company’s ordinary shares as reported on Nasdaq.
EXECUTIVE EMPLOYMENT
AGREEMENT BY AND BETWEEN
HORIZON PHARMA, INC., HORIZON PHARMA USA, INC. AND
BRIAN BEELER

This Executive Employment Agreement (hereinafter referred to as the “Agreement”), is entered into by and between Horizon Pharma, Inc., a Delaware corporation, and its wholly owned subsidiary, Horizon Pharma USA, Inc., a Delaware corporation, each having a principal place of business at 520 Lake Cook Road, Suite 520, Deerfield, IL 60015, (hereinafter referred to together as the “Company”) and Brian Beeler (hereinafter referred to as the “Executive”). The terms of this Agreement shall be effective commencing May 7, 2015 (the “Effective Date”)

RECITALS

WHEREAS, the Company desires assurance of the continued association and services of the Executive in order to continue to retain the Executive’s experience, skills, abilities, background and knowledge, and is willing to continue to engage the Executive’s services on the terms and conditions set forth in this Agreement; and

WHEREAS, Executive desires to be in the continued employ of the Company, and is willing to accept such continued employment on the terms and conditions set forth in this Agreement.

AGREEMENT

1. Employment.

1.1 Term. The Company hereby agrees to continue to employ the Executive, and the Executive hereby accepts continued employment by the Company, upon the terms and conditions set forth in this Agreement. The Executive originally commenced employment with the Company in January 2013. Executive’s employment shall be governed under the terms set forth in this Agreement beginning on the Effective Date and shall continue until it is terminated pursuant to Section 4 herein (hereinafter referred to as the “Term”).

1.2 Title. From and after the Effective Date the Executive will have the title of Executive Vice President, General Counsel (such position held by Executive during such period is hereinafter referred to as “EVP GC”) and Executive shall continue to serve in such other capacity or capacities commensurate with his position as EVP GC as the President and CEO of the Company may from time to time prescribe.

1.3 Duties. The Executive shall do and perform all services, acts or things necessary or advisable to manage and conduct the business of the Company and shall have the authority and responsibilities which are generally associated with the position of EVP GC including being responsible for the Company’s legal affairs and compliance. The Executive shall report to the President and CEO.
1.4 Policies and Practices. The employment relationship between the Parties shall be governed by this Agreement and the policies and practices established by the Company and the Board of Directors (hereinafter referred to as the “Board”). In the event that the terms of this Agreement differ from or are in conflict with the Company’s policies or practices or the Company’s Employee Handbook, this Agreement shall control.

1.5 Location. The Executive shall perform the services the Executive is required to perform pursuant to this Agreement in the headquarters office for the Company in the Deerfield, Illinois area. The Company may from time to time require the Executive to travel temporarily to other locations outside of the Deerfield, Illinois area in connection with the Company’s business.

2. Loyalty of Executive.

2.1 Loyalty. During the Executive’s employment by the Company, the Executive shall devote the Executive’s business energies, interest, abilities and productive time to the proper and efficient performance of Executive’s duties under this Agreement. Subject to the prior written consent of the President and CEO, the Executive is permitted to serve on the board of directors of one other company, so long as the other company does not compete with the Company.

2.2 Exclusive Employment. Except with the prior written consent of the Chief Executive Officer, Executive shall not, during the term of this Agreement, undertake or engage in any other employment, occupation or business enterprise, other than ones in which Executive is a passive investor. Executive may engage in any civic and not-for-profit activities so long as such activities do not materially interfere with the performance of his duties hereunder or present a conflict of interest with the Company.

2.3 Agreement not to Participate in Company’s Competitors. During the Term of this Agreement, the Executive agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known by Executive to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise or in any company, person or entity that is, directly or indirectly, in competition with the business of the Company or any of its affiliates. Notwithstanding the foregoing, Executive may invest and/or maintain investments in any public or private entity up to an amount of 2% of an entity’s fully diluted shares and on a passive basis.

3. Compensation to Executive.

3.1 Base Salary. The Company shall pay the Executive a base salary at the initial annualized rate of three hundred seventy five thousand dollars ($375,000.00) per year, subject to standard deductions and withholdings, or such higher rate as may be determined from time to time by the Board or the compensation committee thereof (hereinafter referred to as the “Base Salary”). Such Base Salary shall be paid in accordance with the Company’s standard payroll practice. Payments of salary installments shall be made no less frequently than once per month. Executive’s Base
3.2 Discretionary Bonus. Provided the Executive meets the conditions stated in this Section 3.2, the Executive shall be eligible for an annual discretionary bonus (hereinafter referred to as the “Bonus”) with a target amount of fifty percent (50%) of the Executive’s Base Salary, subject to standard deductions and withholdings, based on the Board’s determination, in good faith, and based upon the Executive’s individual achievement and company performance objectives as set by the Board or the compensation committee thereof, of whether the Executive has met such performance milestones as are established for the Executive by the Board or compensation committee thereof, in good faith, in consultation with the Executive (hereinafter referred to as the “Performance Milestones”). The Performance Milestones will be based on certain factors including, but not limited to, the Executive’s performance and the Company’s financial performance. The Executive’s Bonus target will be reviewed annually and may be adjusted by the Board or the compensation committee thereof in its discretion, provided however, that the Bonus target may only be materially reduced upon Executive’s written consent. The Executive must be employed on the date the Bonus is awarded to be eligible for the Bonus, subject to the termination provisions thereof. The Bonus shall be paid during the calendar year following the performance calendar year.

3.3 Equity Awards.

3.3.1 Prior Equity Grants. All Company equity awards previously granted to Executive shall continue in effect from and following the Effective Date in accordance with their existing terms. Executive may be eligible to receive additional grants of Company equity awards in the sole discretion and subject to the approval of the Board.

3.3.2 Additional PSU Award. On March 23, 2015 you were granted a performance restricted stock unit award pursuant to and subject to the terms of the Horizon Pharma Public Limited Company 2014 Equity Incentive Plan (“2014 Equity Incentive Plan”) and Equity Long Term Incentive Program (the “Equity LTIP”) with a target award level of 33,000 stock units and a maximum award level of 132,000 stock units (the “Original PSU Award”) with the portion of the Original PSU Award exceeding the target award level subject to and contingent upon shareholder approval of the proposed amendments to the 2014 Equity Incentive Plan at the Horizon Pharma Public Limited Company 2015 Annual General Meeting to be held on May 6, 2015 as set forth in Proposal 2 of the definitive proxy statement filed by Horizon Pharma Public Limited Company with the Securities and Exchange Commission on April 7, 2015 (the “Shareholder Approval Requirement”). On the Effective Date the Executive will be granted an additional award of performance restricted stock units (“Additional PSU Award”).
Award”) pursuant to and subject to the terms of the 2014 Equity Incentive Plan, the Equity LTIP and compliance with applicable securities laws. The Additional PSU Award will have a target award level of 153,000 stock units and a maximum award level of 612,000 stock units so that when combined with the Original PSU Award, the Executive’s total target performance stock unit award granted under the Equity LTIP will be in respect of 186,000 stock units with a maximum award level of 744,000 stock units. The Additional PSU Award will be subject to all the terms and conditions of the Equity LTIP. Grant of the portion of the Additional PSU Award which exceeds the 153,000 target award level is subject to and contingent upon satisfaction of the Shareholder Approval Requirement.

3.3.3 Legal Review. Upon the Executive’s submission of appropriate itemized proof and verification of reasonable and customary legal fees incurred by the Executive in obtaining legal advice associated with the review, preparation, approval, and execution of this Agreement, the Company shall pay for up to $10,000.00 of such legal fees subject to receipt of appropriate proof and verification of such legal fees no later than sixty (60) days of receipt of an invoice for legal services from the Executive and/or his attorneys. To be eligible for reimbursement, the invoice must be submitted no later than ninety (90) days after the legal fees are incurred.

3.4 Changes to Compensation. The Executive’s compensation may be changed from time to time by mutual agreement of the Executive and the Company. In the event that the Executive’s base salary is materially decreased without his written consent, said decrease will be Good Reason for the Executive to terminate the Agreement as set forth in and subject to Section 4.5.2 of this Agreement.

3.5 Taxes. All amounts paid under this Agreement to the Executive by the Company will be paid less applicable tax withholdings and any other withholdings required by law or authorized by the Executive.

3.6 Benefits. The Executive shall, in accordance with Company policy and the terms of the applicable plan documents, be eligible to participate in benefits under any executive benefit plan or arrangement which may be in effect from time to time and made available to the Company’s executives or key management employees, provided, however, that the Executive shall be entitled to at least four (4) weeks of paid vacation annually.

4. Termination.

4.1 Termination by the Company. The Executive’s employment with the Company may be terminated only under the following conditions:

4.1.1 Termination for Death or Disability. The Executive’s employment with the Company shall terminate effective upon the date of the Executive’s death or “Complete Disability” (as defined in Section 4.5.1), provided, however, that this Section 4.1.1 shall in no way limit the Company’s obligations to provide such reasonable accommodations to the Executive and/or his heirs as may be required by law.
4.1.2 Termination by the Company For Cause. The Company may terminate the Executive’s employment under this Agreement for “Cause” (as defined in Section 4.5.3) by delivery of written notice to the Executive specifying the Cause or Causes relied upon for such termination, provided that such notice is delivered within two (2) months following the occurrence or discovery of any event or events constituting “Cause”. Any notice of termination given pursuant to this Section 4.1.2 shall effect termination as of the date of the notice or such date as specified in the notice. The Executive shall have the right to appear before the CEO before any termination for Cause becomes effective and binding upon the Executive.

4.1.3 Termination by the Company Without Cause. The Company may terminate the Executive’s employment under this Agreement at any time and for any reason or no reason subject to the requirements set out in Section 4.4 of this Agreement. Such termination shall be effective on the date the Executive is so informed or as otherwise specified by the Company, pursuant to notice requirements set forth in Section 6 of this Agreement.

4.2 Termination By The Executive. The Executive may terminate his employment with the Company at any time and for any reason or no reason, including, but not limited, to the following conditions:

4.2.1 Good Reason. The Executive may terminate his employment under this Agreement for “Good Reason” (as defined below in Section 4.5.2) by delivery of written notice to the Company specifying the Good Reason relied upon by the Executive for such termination in accordance with the requirements of such section.

4.2.2 Without Good Reason. The Executive may terminate the Executive’s employment hereunder for other than Good Reason upon thirty (30) days written notice to the Company.

4.3 Termination by Mutual Agreement of the Parties. The Executive’s employment pursuant to this Agreement may be terminated at any time upon a mutual agreement in writing of the Parties. Any such termination of employment shall have the consequences specified in such mutual agreement.

4.4 Compensation to Executive Upon Termination. In connection with any termination of the Executive’s employment for any reason, the Executive or the Executive’s estate, as applicable, shall be entitled to any amounts payable to the Executive or the Executive’s beneficiaries subject to and accordance with the terms of the Company’s employee welfare benefit plans or policies (excluding any severance pay).

4.4.1 Death or Complete Disability. If the Executive’s employment shall be terminated by death or Complete Disability as provided in Section 4.1.1, the Company shall pay to Executive, and/or Executive’s heirs, all earned but unpaid Base Salary, any earned but unpaid discretionary bonuses for any prior period at such time as bonuses would have been paid if the Executive remained employed, all accrued but unpaid business expenses, and all accrued but unused vacation time earned through the
date of termination at the rate in effect at the time of termination (hereinafter referred to as the “Accrued Amounts”), less standard deductions and withholdings. The Executive shall also be eligible to receive a pro-rated bonus for the year of termination, as determined by the Board or the Compensation Committee of the Board based on actual performance and the period of the year he was employed (hereinafter referred to as the “Pro-rata Bonus”), less standard deductions and withholdings, to be paid as a lump sum within thirty (30) days after the date of termination.

4.4.2 With Cause or Without Good Reason. If the Executive’s employment shall be terminated by the Company for Cause, or if the Executive terminates employment hereunder without Good Reason, the Company shall pay the Executive’s Base Salary, accrued but unpaid business expenses and accrued and unused vacation benefits earned through the date of termination at the rate in effect at the time of termination, less standard deductions and withholdings.

4.4.3 Without Cause or For Good Reason.

(i) Not in Connection With a Change in Control. If the Company terminates the Executive’s employment without Cause or the Executive terminates his employment for Good Reason, and Section 4.4.3(ii) below does not apply, the Company shall pay the Accrued Amounts subject to standard deductions and withholdings, to be paid as a lump sum no later than thirty (30) days after the date of termination. In addition, subject to the limitations stated in this Agreement and upon the Executive’s furnishing to the Company an executed waiver and release of claims (the form of which is attached hereto as Exhibit A) (the “Release”) within the applicable time period set forth therein, but in no event later than forty-five days following termination of employment and permitting such Release to become effective in accordance with its terms (the “Release Effective Date”), and subject to Executive entering into no later than the Release Effective Date a non-competition agreement to be effective during the Severance Period (as defined below), substantially similar to Section 2.3, and continuing to abide by its terms during the Severance Period, the Executive shall be entitled to:

(a) the equivalent of the Executive’s Base Salary in effect at the time of termination will continue to be paid for a period of twelve (12) months following the date of termination (hereinafter referred to as the “Severance Period”), less standard deductions and withholdings, to be paid during the Severance Period according to the Company’s regular payroll practices, subject to any delay in payment required by Section 4.6 in connection with the Release Effective Date; and

(b) in the event the Executive timely elects continued coverage under COBRA, the Company will continue to pay the same portion of Executive’s COBRA health insurance premium as the percentage of health insurance premiums that it paid during the Executive’s employment, including any amounts that Company paid for benefits to the qualifying family members of the Executive, following the date of termination up until the earlier of either (i) the last day of the Severance Period or, (ii) the date on which the Executive begins full-time employment with another company or business entity which offers comparable health insurance coverage to the
Executive (such period, the “COBRA Payment Period”). Notwithstanding the foregoing, if the Company determines, in its sole discretion, that the Company cannot provide the COBRA premium benefits without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof pay Executive a taxable cash amount, which payment shall be made regardless of whether the Executive or his qualifying family members elect COBRA continuation coverage (the “Health Care Benefit Payment”). The Health Care Benefit Payment shall be paid in monthly or bi-weekly installments on the same schedule that the COBRA premiums would otherwise have been paid to the insurer. The Health Care Benefit Payment shall be equal to the amount that the Company otherwise would have paid for COBRA insurance premiums (which amount shall be calculated based on the premium for the first month of coverage), and shall be paid until the expiration of the COBRA Payment Period.

(ii) In Connection With a Change in Control. If the Company (or its successor) terminates the Executive’s employment without Cause or the Executive terminates his employment for Good Reason within the period commencing ninety (90) days immediately prior to a Change in Control of the Company and ending eighteen (18) months immediately following a Change in Control of the Company (as defined in Section 4.5.4 of this Agreement), the Executive shall receive the Accrued Amounts subject to standard deductions and withholdings, to be paid as a lump sum no later than thirty (30) days after the date of termination. In addition, subject to the limitations stated in this Agreement and upon the Executive’s furnishing to the Company (or its successor) an executed Release within the applicable time period set forth therein, but in no event later than forty-five days following termination of employment and permitting such Release to become effective in accordance with its terms, and subject to Executive entering into no later than the Release Effective Date a non-competition agreement to be effective during the Severance Period, substantially similar to Section 2.3, and continuing to abide by its terms during the Severance Period, then in lieu of (and not additional to) the benefits provided pursuant to Section 4.4.3(i) above, the Executive shall be entitled to:

(a) the equivalent of the Executive’s Base Salary in effect at the time of termination will continue to be paid during the Severance Period, less standard deductions and withholdings, to be paid during the Severance Period according to the Company’s regular payroll practices, subject to any delay in payment required by Section 4.6 in connection with the Release Effective Date;

(b) Executive’s target Bonus in effect at the time of termination, or if none, the last target Bonus in effect for Executive, less standard deductions and withholdings, to be paid in a lump sum within ten (10) days following the later of (i) the Release Effective Date, or (ii) the effective date of the Change in Control; and

(c) in the event the Executive timely elects continued coverage under COBRA, the Company will continue to pay the same portion of Executive’s COBRA health insurance premium as the percentage of health insurance premiums that it paid during the Executive’s employment, including any amounts that
Company paid for benefits to the qualifying family members of the Executive, following the date of termination until the expiration of the COBRA Payment Period. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that the Company cannot provide the COBRA premium benefits without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof pay Executive the Health Care Benefit Payment, which payment shall be made regardless of whether the Executive or his qualifying family members elect COBRA continuation coverage. The Health Care Benefit Payment shall be paid in monthly or bi-weekly installments on the same schedule that the COBRA premiums would otherwise have been paid to the insurer. The Health Care Benefit Payment shall be equal to the amount that the Company otherwise would have paid for COBRA insurance premiums (which amount shall be calculated based on the premium for the first month of coverage), and shall be paid until the expiration of the COBRA Payment Period.

(iii) No Duplication of Benefits. For the avoidance of doubt, in no event will Executive be entitled to benefits under Section 4.4.3(i) and Section 4.4.3(ii). If Executive commences to receive benefits under Section 4.4.3(i) due to a qualifying termination prior to a Change in Control and thereafter becomes entitled to benefits under Section 4.4.3(ii), any benefits previously provided to Executive under Section 4.4.3(i) shall offset the benefits to be provided to Executive under Section 4.4.3(ii) and shall be deemed to have been provided to Executive pursuant to Section 4.4.3(ii).

4.4.4 Equity Award Acceleration.

(i) In Connection With a Change in Control. In the event that the Executive’s employment is terminated without Cause or for Good Reason within the ninety (90) days immediately preceding or during the eighteen (18) months immediately following a Change in Control of the Company (as defined in Section 4.5.4 of this Agreement), the vesting of the Option, the RSU Award and any other time-based vesting Company equity awards granted to Executive shall be fully accelerated such that on the effective date of such termination (or, if later, the date of the Change in Control) one hundred percent (100%) of the equity award shares granted to Executive prior to such termination shall be fully vested and immediately exercisable, if applicable, by the Executive. Treatment of the Original PSU Award and Additional PSU Award will in all cases be governed solely by the terms of the Equity LTIP.

(ii) Release and Waiver. Any equity vesting acceleration pursuant to this Section 4.4.4 shall be conditioned upon and subject to the Executive’s delivery to the Company of a fully effective Release in accordance with the terms specified by Section 4.4.3 hereof and such vesting acceleration benefit shall be in addition to the benefits provided by Section 4.4.3 hereof.

4.5 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:
4.5.1 Complete Disability. “Complete Disability” shall mean the inability of the Executive to perform the Executive’s duties under this Agreement, whether with or without reasonable accommodation, because the Executive has become permanently disabled within the meaning of any policy of disability income insurance covering employees of the Company then in force. In the event the Company has no policy of disability income insurance covering employees of the Company in force when the Executive becomes disabled, the term “Complete Disability” shall mean the inability of the Executive to perform the Executive’s duties under this Agreement, whether with or without reasonable accommodation, by reason of any incapacity, physical or mental, which the Board, based upon medical advice or an opinion provided by a licensed physician, determines to have incapacitated the Executive from satisfactorily performing all of the Executive’s usual services for the Company, with or without reasonable accommodation, for a period of at least one hundred eighty (180) days during any twelve (12) month period that need not be consecutive.

4.5.2 Good Reason. “Good Reason” for the Executive to terminate the Executive’s employment hereunder shall mean the occurrence of any of the following events without the Executive’s consent:

   (i) a material reduction in the Executive’s duties, authority, or responsibilities relative to the duties, authority, or responsibilities in effect immediately prior to such reduction, including by way of example, having the same title, duties, authority and responsibilities at a subsidiary level following a Change in Control;

   (ii) the relocation of the Executive’s primary work location to a point more than fifty (50) miles from the Executive’s current work location set forth in Section 1.5 that requires a material increase in Executive’s one-way driving distance;

   (iii) a material reduction by the Company of the Executive’s base salary or annual target Bonus opportunity, without the written consent of the Executive, as initially set forth herein or as the same may be increased from time to time pursuant to this Agreement; and

   (iv) a material breach by the Company of Section 1.2 of this Agreement.

Provided, however that, such termination by the Executive shall only be deemed for Good Reason pursuant to the foregoing definition if (i) the Company is given written notice from the Executive within sixty (60) days following the first occurrence of the condition that he considers to constitute Good Reason describing the condition and the Company fails to satisfactorily remedy such condition within thirty (30) days following such written notice, and (ii) the Executive terminates employment within thirty (30) days following the end of the period within which the Company was entitled to remedy the condition constituting Good Reason but failed to do so.

4.5.3 Cause. “Cause” for the Company to terminate Executive’s employment hereunder shall mean the occurrence of any of the following events, as
determined reasonably and in good faith by the Board or a committee designated by the Board:

(i) the Executive’s gross negligence or willful failure to substantially perform his duties and responsibilities to the Company or willful and deliberate violation of a Company policy;

(ii) the Executive’s conviction of a felony or the Executive’s commission of any act of fraud, embezzlement or dishonesty against the Company or involving moral turpitude that is likely to inflict or has inflicted material injury on the business of the Company, to be determined by the sole discretion of the Company;

(iii) the Executive’s unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party that the Executive owes an obligation of nondisclosure as a result of the Executive’s relationship with the Company; and

(iv) the Executive’s willful and deliberate breach of the obligations under this Agreement that causes material injury to the business of the Company.

4.5.4 Change in Control. For purposes of this Agreement, “Change in Control” means: (i) a sale of all or substantially all of the assets of the Company; (ii) a merger or consolidation in which the Company is not the surviving entity and in which the holders of the Company’s outstanding voting stock immediately prior to such transaction own, immediately after such transaction, securities representing less than fifty percent (50%) of the voting power of the entity surviving such transaction or, where the surviving entity is a wholly-owned subsidiary of another entity, the surviving entity’s parent; (iii) a reverse merger in which the Company is the surviving entity but the shares of Common Stock outstanding immediately preceding the merger are converted by virtue of the merger into other property, whether in the form of securities of the surviving entity’s parent, cash or otherwise, and in which the holders of the Company’s outstanding voting stock immediately prior to such transaction own, immediately after such transaction, securities representing less than fifty percent (50%) of the voting power of the Company or, where the Company is a wholly-owned subsidiary of another entity, the Company’s parent; or (iv) an acquisition by any person, entity or group (excluding any employee benefit plan, or related trust, sponsored or maintained by the Company or subsidiary of the Company or other entity controlled by the Company) of the beneficial ownership of securities of the Company representing at least seventy-five percent (75%) of the combined voting power entitled to vote in the election of Directors; provided, however, that nothing in this paragraph shall apply to a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company.

4.6 Application of Internal Revenue Code Section 409A. Notwithstanding anything to the contrary set forth herein, any payments and benefits provided under this Agreement (the “Severance Benefits”) that constitute “deferred compensation” within
the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulations and other guidance thereunder and any state law of similar effect (collectively “Section 409A”) shall not commence in connection with Executive’s termination of employment unless and until Executive has also incurred a “separation from service” (as such term is defined in Treasury Regulation Section 1.409A-1(h) (“Separation From Service”)), unless the Company reasonably determines that such amounts may be provided to Executive without causing Executive to incur the additional 20% tax under Section 409A.

It is intended that each installment of the Severance Benefits payments provided for in this Agreement is a separate “payment” for purposes of Treasury Regulation Section 1.409A-2(b)(2)(i). For the avoidance of doubt, it is intended that payments of the Severance Benefits set forth in this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Section 409A provided under Treasury Regulation Sections 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9). However, if the Company (or, if applicable, the successor entity thereto) determines that the Severance Benefits constitute “deferred compensation” under Section 409A and Executive is, on the termination of service, a “specified employee” of the Company or any successor entity thereto, as such term is defined in Section 409A(a)(2)(B)(i) of the Code, then, solely to the extent necessary to avoid the incurrence of the adverse personal tax consequences under Section 409A, the timing of the Severance Benefit payments shall be delayed until the earlier to occur of: (i) the date that is six months and one day after Executive’s Separation From Service, or (ii) the date of Executive’s death (such applicable date, the “Specified Employee Initial Payment Date”), the Company (or the successor entity thereto, as applicable) shall (A) pay to Executive a lump sum amount equal to the sum of the Severance Benefit payments that Executive would otherwise have received through the Specified Employee Initial Payment Date if the commencement of the payment of the Severance Benefits had not been so delayed pursuant to this Section and (B) commence paying the balance of the Severance Benefits in accordance with the applicable payment schedules set forth in this Agreement.

Notwithstanding anything to the contrary set forth herein, Executive shall receive the Severance Benefits described above, if and only if Executive duly executes and returns to the Company within the applicable time period set forth therein, but in no event more than forty-five days following Separation From Service, the Company’s standard form of release of claims in favor of the Company (attached to this Agreement as Exhibit A) (the “Release”) and permits the release of claims contained therein to become effective in accordance with its terms (such latest permitted date, the “Release Deadline”). If the severance benefits are not covered by one or more exemptions from the application of Section 409A and the Release could become effective in the calendar year following the calendar year in which Executive separates from service, the Release will not be deemed effective any earlier than the Release Deadline. Notwithstanding any other payment schedule set forth in this Agreement, none of the Severance Benefits will be paid or otherwise delivered prior to the effective date (or deemed effective date) of the Release. Except to the extent that payments may be delayed until the Specified Employee Initial Payment Date pursuant to the preceding paragraph, on the first regular payroll pay day following the effective date of the Release, the Company will pay
Executive the Severance Benefits Executive would otherwise have received under the Agreement on or prior to such date but for the delay in payment related to the effectiveness of the Release, with the balance of the Severance Benefits being paid as originally scheduled.

The severance benefits are intended to qualify for an exemption from application of Section 409A or comply with its requirements to the extent necessary to avoid adverse personal tax consequences under Section 409A, and any ambiguities herein shall be interpreted accordingly.

4.7 Application of Internal Revenue Code Section 280G. If any payment or benefit Executive would receive pursuant to a Change in Control from the Company or otherwise ("Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be equal to the Reduced Amount. The “Reduced Amount” shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive’s receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting "parachute payments" is necessary so that the Payment equals the Reduced Amount, reduction shall occur in the manner that results in the greatest economic benefit for Executive. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata.

In the event it is subsequently determined by the Internal Revenue Service that some portion of the Reduced Amount as determined pursuant to clause (x) in the preceding paragraph is subject to the Excise Tax, Executive agrees to promptly return to the Company a sufficient amount of the Payment so that no portion of the Reduced Amount is subject to the Excise Tax. For the avoidance of doubt, if the Reduced Amount is determined pursuant to clause (y) in the preceding paragraph, Executive will have no obligation to return any portion of the Payment pursuant to the preceding sentence.

Unless Executive and the Company agree on an alternative accounting firm, the accounting firm engaged by the Company for general tax compliance purposes as of the day prior to the effective date of the Change in Control shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Company shall appoint a nationally recognized accounting firm to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.

The Company shall use commercially reasonable efforts to cause the accounting firm engaged to make the determinations hereunder to provide its calculations, together
with detailed supporting documentation, to Executive and the Company within fifteen (15) calendar days after the date on which Executive’s right to a
Payment is triggered (if requested at that time by Executive or the Company) or such other time as requested by Executive or the Company.

4.8 Indemnification Agreements. Concurrently with the execution of this Agreement, the Company and the Executive shall enter into indemnification
agreements, copies of which are attached hereto as Exhibit B-1 and Exhibit B-2.

4.9 Confidential Information and Invention Assignment Agreement. The Executive has previously executed the Company’s Confidential
Information and Invention Assignment Agreement the terms of which shall continue to govern the terms of Executive’s employment following the Effective
Date, and a copy of which is attached as Exhibit C.

4.10 No Mitigation or Offset. The Executive shall not be required to seek or accept other employment, or otherwise to mitigate damages, as a
condition to receipt of the Severance Benefits, and the Severance Benefits shall not be offset by any amounts received by the Executive from any other
source, except to the extent that the Executive’s right the benefits described in Sections 4.4.3(i)(b) or 4.4.3(ii)(c), as applicable, are terminated by reason of
the Executive obtaining full-time employment with another company or business entity which offers comparable health insurance coverage.

5. Assignment and Binding Effect.

This Agreement shall be binding upon the Executive and the Company and inure to the benefit of the Executive and the Executive’s heirs, executors,
personal representatives, assigns, administrators and legal representatives. Because of the unique and personal nature of the Executive’s duties under this
Agreement, neither this Agreement nor obligations under this Agreement shall be assignable by the Executive. This Agreement shall be binding upon and
inure to the benefit of the Company and its successors, assigns and legal representatives, provided that the Agreement may only be assigned to an acquirer of
all or substantially all of the Company’s assets. Any such successor of the Company will be deemed substituted for the Company under the terms of this
Agreement for all purposes. For this purpose, “successor” means any person, firm, corporation or other business entity which at any time, whether by
purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company.


For the purposes of this Agreement, notices, demands, and all other forms of communication provided for in this Agreement shall be in writing and
shall be deemed to have been duly given when delivered or (unless otherwise specified) mailed by registered mail, return receipt requested, postage prepaid,
or by confirmed facsimile, addressed as set forth below, or to such other address as any party may have furnished to the other in
writing in accordance herewith, except that notices of address shall be effective only upon receipt, as follows:

If to the Company:
Horizon Pharma, Inc.
520 Lake Cook Road, Suite 520
Deerfield, IL 60015
Attention: Timothy P. Walbert, Chairman, President & CEO
Fax: 847-572-1372

If to the Executive:
Brian Beeler
35 Brier Street
Winnetka, IL 60093

Any such written notice shall be deemed given on the earlier of the date on which such notice is personally delivered or five (5) days after its deposit in the United States mail as specified above. Either Party may change its address for notices by giving written notice to the other Party in the manner specified in this section.

7. **Choice of Law.**

   This Agreement shall be governed by the laws of the State of Illinois, without regard to any conflicts of law principals thereof that would call for the application of the laws of any other jurisdiction. The Parties consent to the exclusive jurisdiction and venue of the federal court in the Northern District of Illinois, and state courts located in the state of Illinois, county of Cook. Nothing in this Section 7 limits the rights of the Parties to seek appeal of a decision of an Illinois court outside of Illinois that has proper jurisdiction over the decision of a court sitting in Illinois.

8. **Integration.**

   This Agreement, including Exhibit A, Exhibit B, Exhibit C, the 2014 Equity Incentive Plan and the Equity LTIP contains the complete, final and exclusive agreement of the Parties relating to the terms and conditions of the Executive’s employment and the termination of Executive’s employment, and supersedes all prior and contemporaneous oral and written employment agreements or arrangements between the Parties.

9. **Amendment.**

   This Agreement cannot be amended or modified except by a written agreement signed by the Executive and the Company.
10. **Waiver.**

   No term, covenant or condition of this Agreement or any breach thereof shall be deemed waived, except with the written consent of the Party against whom the waiver is claimed, and any waiver or any such term, covenant, condition or breach shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant, condition or breach.

11. **Severability.**

   The finding by a court of competent jurisdiction of the unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal. Such court shall have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision, which most accurately represents the Parties’ intention with respect to the invalid, unenforceable, or illegal term or provision.

12. **Interpretation; Construction.**

   The headings set forth in this Agreement are for convenience of reference only and shall not be used in interpreting this Agreement. This Agreement has been drafted and negotiated by legal counsel representing the Company and the Executive. The Parties acknowledge that each Party and its counsel has reviewed and revised, or had an opportunity to review and revise, this Agreement, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

13. **Execution by Facsimile Signatures and in Counterparts.**

   The parties agree that facsimile signatures shall have the same force and effect as original signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. **Survival.**

   The provisions of this Agreement, and of all other agreements referenced herein, shall survive the termination of this Agreement, and of the Executive’s employment by the Company for any reason, to the extent necessary to enable the parties to enforce their respective rights hereunder.

   [Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREFORE, the parties have signed this Agreement on the date first written above.

COMPANY:
HORIZON PHARMA, INC.
HORIZON PHARMA USA, INC.

By:
Title: Chairman, President & CEO
Print Name: Timothy P. Walbert
/s/ Timothy P. Walbert

Signature:
As authorized agent of the Company
May 7, 2015

Date

EXECUTIVE:
Brian Beeler

/s/ Brian Beeler
Brian Beeler, individually

May 7, 2015
Date
RELEASE AND WAIVER OF CLAIMS

In consideration of the payments and other benefits set forth in Section 4.4 of the Executive Employment Agreement dated , (the “Employment Agreement”), to which this form is attached, I, Brian Beeler, hereby furnish Horizon Pharma, Inc. and Horizon Pharma USA, Inc. (together the “Company”), with the following release and waiver ("Release and Waiver").

In exchange for the consideration provided to me by the Employment Agreement that I am not otherwise entitled to receive, I hereby generally and completely release the Company and its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, Affiliates, and assigns from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring relating to my employment or the termination thereof prior to my signing this Release and Waiver. This general release includes, but is not limited to: (1) all claims arising out of or in any way related to my employment with the Company or the termination of that employment; (2) all claims related to my compensation or benefits from the Company, including, but not limited to, salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in the Company; (3) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (4) all tort claims, including, but not limited to, claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) all federal, state, and local statutory claims, including, but not limited to, claims for discrimination, harassment, retaliation, attorneys’ fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967 (as amended) (“ADEA”), the Illinois Human Rights Act, the Illinois Equal Pay Act, the Illinois Religious Freedom Restoration Act, and the Illinois Genetic Information Privacy Act. Notwithstanding the foregoing, this Release and Waiver, shall not release or waive my rights: to indemnification under the articles and bylaws of the Company or applicable law; to payments under Sections of the Employment Agreement; under any provision of the Employment Agreement that survives the termination of that agreement; under any applicable workers’ compensation statute; under any option, restricted share or other agreement concerning any equity interest in the Company; as a shareholder of the Company or any other right that is not waivable under applicable law.

I acknowledge that, among other rights, I am waiving and releasing any rights I may have under ADEA, that this Release and Waiver is knowing and voluntary, and that the consideration given for this Release and Waiver is in addition to anything of value to which I was already entitled as an executive of the Company. If I am 40 years of age or older upon execution of this Release and Waiver, I further acknowledge that I have been advised, as required by the Older Workers Benefit Protection Act, that: (a) the release
and waiver granted herein does not relate to claims under the ADEA which may arise after this Release and Waiver is executed; (b) I should consult with an attorney prior to executing this Release and Waiver; and (c) I have twenty-one (21) days from the date of termination of my employment with the Company in which to consider this Release and Waiver (although I may choose voluntarily to execute this Release and Waiver earlier); (d) I have seven (7) days following the execution of this Release and Waiver to revoke my consent to this Release and Waiver; and (e) this Release and Waiver shall not be effective until the seven (7) day revocation period has expired unexercised. If I am less than 40 years of age upon execution of this Release and Waiver, I acknowledge that I have the right to consult with an attorney prior to executing this Release and Waiver (although I may choose voluntarily not to do so); and (c) I have five (5) days from the date of termination of my employment with the Company in which to consider this Release and Waiver (although I may choose voluntarily to execute this Release and Waiver earlier).

I acknowledge my continuing obligations under my Confidential Information and Inventions Agreement dated __________, __________. Pursuant to the Confidential Information and Inventions Agreement I understand that among other things, I must not use or disclose any confidential or proprietary information of the Company and I must immediately return all Company property and documents (including all embodiments of proprietary information) and all copies thereof in my possession or control. I understand and agree that my right to the payments and other benefits I am receiving in exchange for my agreement to the terms of this Release and Waiver is contingent upon my continued compliance with my Confidential Information and Inventions Agreement.

This Release and Waiver, including my Confidential Information and Inventions Agreement dated __________, __________, constitutes the complete, final and exclusive embodiment of the entire agreement between the Company and me with regard to the subject matter hereof. I am not relying on any promise or representation by the Company that is not expressly stated herein. This Release and Waiver may only be modified by a writing signed by both me and a duly authorized officer of the Company.

Date:

By: Brian Beeler
Exhibit 10.5

EXECUTIVE EMPLOYMENT AGREEMENT BY AND BETWEEN HORIZON PHARMA, INC., HORIZON PHARMA USA, INC. AND JOHN THOMAS

This Executive Employment Agreement (hereinafter referred to as the “Agreement”), is entered into by and between Horizon Pharma, Inc., a Delaware corporation, and its wholly owned subsidiary, Horizon Pharma USA, Inc., a Delaware corporation, each having a principal place of business at 520 Lake Cook Road, Suite 520, Deerfield, IL 60015, (hereinafter referred to together as the “Company”) and John Thomas (hereinafter referred as to the “Executive”). The terms of this Agreement shall remain confidential until the Executive’s first day of employment with the Company (the “Date of Hire”), which will be on May 7, 2015 and which is also the effective date of this Agreement (the “Effective Date”).

RECITALS

WHEREAS, Company desires assurance of the association and services of the Executive in order to retain the Executive’s experience, skills, abilities, background and knowledge, and is willing to engage the Executive’s services on the terms and conditions set forth in this Agreement; and

WHEREAS, Executive desires to be in the employ of the Company, and is willing to accept such employment on the terms and conditions set forth in this Agreement.

AGREEMENT

1. Employment.

1.1 Term. The Company hereby agrees to employ the Executive, and the Executive hereby accepts employment by the Company, upon the terms and conditions set forth in this Agreement. Executive’s employment shall be governed under the terms set forth in this Agreement beginning on the Effective Date and shall continue until it is terminated pursuant to Section 4 herein (hereinafter referred to as the “Term”).

1.2 Title. The Executive shall have the title of Executive Vice President, Corporate Strategy and Investor Relations (such position is hereinafter referred to as “EVP CSIR”) and Executive shall serve in such other capacity or capacities commensurate with his position as EVP CSIR as the President and CEO of the Company may from time to time prescribe.

1.3 Duties. The Executive shall do and perform all services, acts or things necessary or advisable to manage and conduct the business of the Company and shall have the authority and responsibilities which are generally associated with the position of EVP CSIR including being responsible for the Company’s corporate strategy and investor relations. The Executive shall report to the President and CEO.
1.4 Policies and Practices. The employment relationship between the Parties shall be governed by this Agreement and the policies and practices established by the Company and the Board of Directors (hereinafter referred to as the “Board”). In the event that the terms of this Agreement differ from or are in conflict with the Company’s policies or practices or the Company’s Employee Handbook, this Agreement shall control.

1.5 Location. The Executive shall perform the services the Executive is required to perform pursuant to this Agreement in the headquarters office for the Company in the Deerfield, Illinois area. The Company may from time to time require the Executive to travel temporarily to other locations outside of the Deerfield, Illinois area in connection with the Company’s business.

2. Loyalty of Executive.

2.1 Loyalty. During the Executive’s employment by the Company, the Executive shall devote the Executive’s business energies, interest, abilities and productive time to the proper and efficient performance of Executive’s duties under this Agreement. Subject to the prior written consent of the President and CEO, the Executive is permitted to serve on the board of directors of one other company, so long as the other company does not compete with the Company.

2.2 Exclusive Employment. Except with the prior written consent of the Chief Executive Officer, Executive shall not, during the term of this Agreement, undertake or engage in any other employment, occupation or business enterprise, other than ones in which Executive is a passive investor. Executive may engage in any civic and not-for-profit activities so long as such activities do not materially interfere with the performance of his duties hereunder or present a conflict of interest with the Company.

2.3 Agreement not to Participate in Company’s Competitors. During the Term of this Agreement, the Executive agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known by Executive to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise or in any company, person or entity that is, directly or indirectly, in competition with the business of the Company or any of its affiliates. Notwithstanding the foregoing, Executive may invest and/or maintain investments in any public or private entity up to an amount of 2% of an entity’s fully diluted shares and on a passive basis.

3. Compensation to Executive.

3.1 Base Salary. The Company shall pay the Executive a base salary at the initial annualized rate of four hundred thousand dollars ($400,000.00) per year, subject to standard deductions and withholdings, or such higher rate as may be determined from time to time by the Board or the compensation committee thereof (hereinafter referred to as the “Base Salary”). Such Base Salary shall be paid in accordance with the Company’s standard payroll practice. Payments of salary installments shall be made no less frequently than once per month. Executive’s Base Salary will be reviewed annually each
December and Executive shall be eligible to receive a salary increase (but not decrease) annually in an amount to be determined by the Board or the compensation committee thereof in its sole and exclusive discretion. Once increased, the new salary shall become the Base Salary for purposes of this Agreement and shall not be reduced without the Executive’s written consent. Any material reduction in the Base Salary of the Executive, without his written consent, may be deemed Good Reason as set forth in and subject to Section 4.5.2 of this Agreement.

3.2 Discretionary Bonus. Provided the Executive meets the conditions stated in this Section 3.2, the Executive shall be eligible for an annual discretionary bonus (hereinafter referred to as the “Bonus”) with a target amount of fifty percent (50%) of the Executive’s Base Salary, subject to standard deductions and withholdings, based on the Board’s determination, in good faith, and based upon the Executive’s individual achievement and company performance objectives as set by the Board or the compensation committee thereof, of whether the Executive has met such performance milestones as are established for the Executive by the Board or the compensation committee thereof, in good faith, in consultation with the Executive (hereinafter referred to as the “Performance Milestones”). The Performance Milestones will be based on certain factors including, but not limited to, the Executive’s performance and the Company’s financial performance. For the 2015 calendar year, the Executive’s Bonus target will not be prorated, so that Executive’s Bonus target for 2015 is $200,000. The Executive’s Bonus target will be reviewed annually and may be adjusted by the Board or the compensation committee thereof in its discretion, provided however, that the Bonus target may only be materially reduced upon Executive’s written consent. The Executive must be employed on the date the Bonus is awarded to be eligible for the Bonus, subject to the termination provisions thereof. The Bonus shall be paid during the calendar year following the performance calendar year.

3.3 Equity Awards. On the Effective Date the Executive will be granted the following equity awards pursuant to and subject to the terms of the Horizon Pharma Public Limited Company 2014 Equity Incentive Plan (“2014 Equity Incentive Plan”) and its form of stock option and restricted stock unit award agreements, in the forms provided to Executive concurrently with this Agreement (collectively the “Equity Plan Documents”) and compliance with applicable securities laws:

3.3.1 New Hire Option. A stock option to purchase up to 83,000 shares of the Company’s common stock (the “Option”). The Option will have an exercise price equal to the fair market value of the Company’s common stock on the applicable date of grant. The Option will be an incentive stock option to the maximum extent permitted by applicable tax laws. Any portion of the Option that does not qualify as an incentive stock option will be a nonstatutory stock option. Subject to Executive’s continued provision of services to the Company through the applicable vesting dates, the Option shall vest as follows: 25% of the total number of shares subject to the Option shall vest on the first anniversary of the Date of Hire and 1/36 of the remaining number of shares subject to the Option shall vest on each monthly anniversary thereafter so that the Option would fully vest on the four (4) year anniversary of the Date of Hire subject to Executive’s continued services with the Company through such date.
3.3.2 New Hire Restricted Stock Unit Award. A restricted stock unit award in respect of 37,500 shares of the Company’s common stock (the “RSU Award”). Subject to Executive’s continued provision of services to the Company through the applicable vesting dates, the RSU Award shall vest as follows: 25% of the total number of units subject to the RSU Award shall vest on each anniversary of the Date of Hire so that the RSU Award would fully vest on the four (4) year anniversary of the Date of Hire subject to Executive’s continued services with the Company through such date.

3.3.3 Performance Stock Unit Award. A performance restricted stock unit award under the 2014 Equity Incentive Plan and the Horizon Pharma Public Limited Company Equity Long Term Incentive Program (the “Equity LTIP”), with a target award level of 150,000 stock units and a maximum award level of 600,000 stock units ("PSU Award"). The PSU Award will be subject to all the terms and conditions of the Equity LTIP. Grant of the portion of the PSU Award which exceeds the 150,000 target award level is subject to and contingent upon shareholder approval of the proposed amendments to the 2014 Equity Incentive Plan at the Horizon Pharma Public Limited Company 2015 Annual General Meeting to be held on May 6, 2015 as set forth in Proposal 2 of the definitive proxy statement filed by Horizon Pharma Public Limited Company with the Securities and Exchange Commission on April 7, 2015.

3.4 Legal Review. Upon the Executive’s submission of appropriate itemized proof and verification of reasonable and customary legal fees incurred by the Executive in obtaining legal advice associated with the review, preparation, approval, and execution of this Agreement, the Company shall pay for up to $10,000.00 of such legal fees subject to receipt of appropriate proof and verification of such legal fees no later than sixty (60) days of receipt of an invoice for legal services from the Executive and/or his attorneys. To be eligible for reimbursement, the invoice must be submitted no later than ninety (90) days after the legal fees are incurred.

3.5 Changes to Compensation. The Executive’s compensation may be changed from time to time by mutual agreement of the Executive and the Company. In the event that the Executive’s base salary is materially decreased without his written consent, said decrease will be Good Reason for the Executive to terminate the Agreement as set forth in and subject to Section 4.5.2 of this Agreement.

3.6 Taxes. All amounts paid under this Agreement to the Executive by the Company will be paid less applicable tax withholdings and any other withholdings required by law or authorized by the Executive.

3.7 Benefits. The Executive shall, in accordance with Company policy and the terms of the applicable plan documents, be eligible to participate in benefits under any executive benefit plan or arrangement which may be in effect from time to time and made available to the Company’s executives or key management employees, provided, however, that the Executive shall be entitled to at least four (4) weeks of paid vacation annually.
4. Termination.

4.1 Termination by the Company. The Executive’s employment with the Company may be terminated only under the following conditions:

4.1.1 Termination for Death or Disability. The Executive’s employment with the Company shall terminate effective upon the date of the Executive’s death or “Complete Disability” (as defined in Section 4.5.1), provided, however, that this Section 4.1.1 shall in no way limit the Company’s obligations to provide such reasonable accommodations to the Executive and/or his heirs as may be required by law.

4.1.2 Termination by the Company For Cause. The Company may terminate the Executive’s employment under this Agreement for “Cause” (as defined in Section 4.5.3) by delivery of written notice to the Executive specifying the Cause or Causes relied upon for such termination, provided that such notice is delivered within two (2) months following the occurrence or discovery of any event or events constituting “Cause”. Any notice of termination given pursuant to this Section 4.1.2 shall effect termination as of the date of the notice or such date as specified in the notice. The Executive shall have the right to appear before the CEO before any termination for Cause becomes effective and binding upon the Executive.

4.1.3 Termination by the Company Without Cause. The Company may terminate the Executive’s employment under this Agreement at any time and for any reason or no reason subject to the requirements set out in Section 4.4 of this Agreement. Such termination shall be effective on the date the Executive is so informed or as otherwise specified by the Company, pursuant to notice requirements set forth in Section 6 of this Agreement.

4.2 Termination By The Executive. The Executive may terminate his employment with the Company at any time and for any reason or no reason, including, but not limited, to the following conditions:

4.2.1 Good Reason. The Executive may terminate his employment under this Agreement for “Good Reason” (as defined below in Section 4.5.2) by delivery of written notice to the Company specifying the Good Reason relied upon by the Executive for such termination in accordance with the requirements of such section.

4.2.2 Without Good Reason. The Executive may terminate the Executive’s employment hereunder for other than Good Reason upon thirty (30) days written notice to the Company.

4.3 Termination by Mutual Agreement of the Parties. The Executive’s employment pursuant to this Agreement may be terminated at any time upon a mutual agreement in writing of the Parties. Any such termination of employment shall have the consequences specified in such mutual agreement.

4.4 Compensation to Executive Upon Termination. In connection with any termination of the Executive’s employment for any reason, the Executive or the
Executive’s estate, as applicable, shall be entitled to any amounts payable to the Executive or the Executive’s beneficiaries subject to and accordance with the terms of the Company’s employee welfare benefit plans or policies (excluding any severance pay).

4.4.1 Death or Complete Disability. If the Executive’s employment shall be terminated by death or Complete Disability as provided in Section 4.1.1, the Company shall pay to Executive, and/or Executive’s heirs, all earned but unpaid Base Salary, any earned but unpaid discretionary bonuses for any prior period at such time as bonuses would have been paid if the Executive remained employed, all accrued but unpaid business expenses, and all accrued but unused vacation time earned through the date of termination at the rate in effect at the time of termination (hereinafter referred to as the “Accrued Amounts”), less standard deductions and withholdings. The Executive shall also be eligible to receive a pro-rated bonus for the year of termination, as determined by the Board or the Compensation Committee of the Board based on actual performance and the period of the year he was employed (hereinafter referred to as the “Pro-rata Bonus”), less standard deductions and withholdings, to be paid as a lump sum within thirty (30) days after the date of termination.

4.4.2 With Cause or Without Good Reason. If the Executive’s employment shall be terminated by the Company for Cause, or if the Executive terminates employment hereunder without Good Reason, the Company shall pay the Executive’s Base Salary, accrued but unpaid business expenses and accrued and unused vacation benefits earned through the date of termination at the rate in effect at the time of termination, less standard deductions and withholdings.

4.4.3 Without Cause or For Good Reason. (i) Not in Connection With a Change in Control. If the Company terminates the Executive’s employment without Cause or the Executive terminates his employment for Good Reason, and Section 4.4.3(ii) below does not apply, the Company shall pay the Accrued Amounts subject to standard deductions and withholdings, to be paid as a lump sum no later than thirty (30) days after the date of termination. In addition, subject to the limitations stated in this Agreement and upon the Executive’s furnishing to the Company an executed waiver and release of claims (the form of which is attached hereto as Exhibit A) (the “Release”) within the applicable time period set forth therein, but in no event later than forty-five days following termination of employment and permitting such Release to become effective in accordance with its terms (the “Release Effective Date”), and subject to Executive entering into no later than the Release Effective Date a non-competition agreement to be effective during the Severance Period (as defined below), substantially similar to Section 2.3, and continuing to abide by its terms during the Severance Period, the Executive shall be entitled to:

(a) the equivalent of the Executive’s Base Salary in effect at the time of termination will continue to be paid for a period of twelve (12) months following the date of termination (hereinafter referred to as the “Severance Period”), less standard deductions and withholdings, to be paid during the Severance
Period according to the Company’s regular payroll practices, subject to any delay in payment required by Section 4.6 in connection with the Release Effective Date; and

(b) in the event the Executive timely elects continued coverage under COBRA, the Company will continue to pay the same portion of Executive’s COBRA health insurance premium as the percentage of health insurance premiums that it paid during the Executive’s employment, including any amounts that Company paid for benefits to the qualifying family members of the Executive, following the date of termination up until the earlier of either (i) the last day of the Severance Period or, (ii) the date on which the Executive begins full-time employment with another company or business entity which offers comparable health insurance coverage to the Executive (such period, the “COBRA Payment Period”). Notwithstanding the foregoing, if the Company determines, in its sole discretion, that the Company cannot provide the COBRA premium benefits without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof pay Executive a taxable cash amount, which payment shall be made regardless of whether the Executive or his qualifying family members elect COBRA continuation coverage (the “Health Care Benefit Payment”). The Health Care Benefit Payment shall be paid in monthly or bi-weekly installments on the same schedule that the COBRA premiums would otherwise have been paid to the insurer. The Health Care Benefit Payment shall be equal to the amount that the Company otherwise would have paid for COBRA insurance premiums (which amount shall be calculated based on the premium for the first month of coverage), and shall be paid until the expiration of the COBRA Payment Period.

(ii) In Connection With a Change in Control. If the Company (or its successor) terminates the Executive’s employment without Cause or the Executive terminates his employment for Good Reason within the period commencing ninety (90) days immediately prior to a Change in Control of the Company and ending eighteen (18) months immediately following a Change in Control of the Company (as defined in Section 4.5.4 of this Agreement), the Executive shall receive the Accrued Amounts subject to standard deductions and withholdings, to be paid as a lump sum no later than thirty (30) days after the date of termination. In addition, subject to the limitations stated in this Agreement and upon the Executive’s furnishing to the Company (or its successor) an executed Release within the applicable time period set forth therein, but in no event later than forty-five days following termination of employment and permitting such Release to become effective in accordance with its terms, and subject to Executive entering into no later than the Release Effective Date a non-competition agreement to be effective during the Severance Period, substantially similar to Section 2.3, and continuing to abide by its terms during the Severance Period, then in lieu of (and not additional to) the benefits provided pursuant to Section 4.4.3(i) above, the Executive shall be entitled to:

(a) the equivalent of the Executive’s Base Salary in effect at the time of termination will continue to be paid during the Severance Period, less standard deductions and withholdings, to be paid during the Severance Period according
to the Company’s regular payroll practices, subject to any delay in payment required by Section 4.6 in connection with the Release Effective Date;

(b) Executive’s target Bonus in effect at the time of termination, or if none, the last target Bonus in effect for Executive, less standard deductions and withholdings, to be paid in a lump sum within ten (10) days following the later of (i) the Release Effective Date, or (ii) the effective date of the Change in Control; and

c in the event the Executive timely elects continued coverage under COBRA, the Company will continue to pay the same portion of Executive’s COBRA health insurance premium as the percentage of health insurance premiums that it paid during the Executive’s employment, including any amounts that Company paid for benefits to the qualifying family members of the Executive, following the date of termination until the expiration of the COBRA Payment Period. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that the Company cannot provide the COBRA premium benefits without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof pay Executive the Health Care Benefit Payment, which payment shall be made regardless of whether the Executive or his qualifying family members elect COBRA continuation coverage. The Health Care Benefit Payment shall be paid in monthly or bi-weekly installments on the same schedule that the COBRA premiums would otherwise have been paid to the insurer. The Health Care Benefit Payment shall be equal to the amount that the Company otherwise would have paid for COBRA insurance premiums (which amount shall be calculated based on the premium for the first month of coverage), and shall be paid until the expiration of the COBRA Payment Period.

(iii) No Duplication of Benefits. For the avoidance of doubt, in no event will Executive be entitled to benefits under Section 4.4.3(i) and Section 4.4.3(ii). If Executive commences to receive benefits under Section 4.4.3(i) due to a qualifying termination prior to a Change in Control and thereafter becomes entitled to benefits under Section 4.4.3(ii), any benefits previously provided to Executive under Section 4.4.3(i) shall offset the benefits to be provided to Executive under Section 4.4.3(ii) and shall be deemed to have been provided to Executive pursuant to Section 4.4.3(i).

4.4.4 Equity Award Acceleration.

(i) In Connection With a Change in Control. In the event that the Executive’s employment is terminated without Cause or for Good Reason within the ninety (90) days immediately preceding or during the eighteen (18) months immediately following a Change in Control of the Company (as defined in Section 4.5.4 of this Agreement), the vesting of the Option, the RSU Award and any other time-based vesting Company equity awards granted to Executive shall be fully accelerated such that on the effective date of such termination (or, if later, the date of the Change in Control) one hundred percent (100%) of the equity award shares granted to Executive prior to such termination shall be fully vested and immediately exercisable, if applicable, by the
(ii) Release and Waiver. Any equity vesting acceleration pursuant to this Section 4.4.4 shall be conditioned upon and subject to the Executive’s delivery to the Company of a fully effective Release in accordance with the terms specified by Section 4.4.3 hereof and such vesting acceleration benefit shall be in addition to the benefits provided by Section 4.4.3 hereof.

4.5 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

4.5.1 Complete Disability. “Complete Disability” shall mean the inability of the Executive to perform the Executive’s duties under this Agreement, whether with or without reasonable accommodation, because the Executive has become permanently disabled within the meaning of any policy of disability income insurance covering employees of the Company then in force. In the event the Company has no policy of disability income insurance covering employees of the Company in force when the Executive becomes disabled, the term “Complete Disability” shall mean the inability of the Executive to perform the Executive’s duties under this Agreement, whether with or without reasonable accommodation, by reason of any incapacity, physical or mental, which the Board, based upon medical advice or an opinion provided by a licensed physician, determines to have incapacitated the Executive from satisfactorily performing all of the Executive’s usual services for the Company, with or without reasonable accommodation, for a period of at least one hundred eighty (180) days during any twelve (12) month period that need not be consecutive.

4.5.2 Good Reason. “Good Reason” for the Executive to terminate the Executive’s employment hereunder shall mean the occurrence of any of the following events without the Executive’s consent:

(i) a material reduction in the Executive’s duties, authority, or responsibilities relative to the duties, authority, or responsibilities in effect immediately prior to such reduction, including by way of example, having the same title, duties, authority and responsibilities at a subsidiary level following a Change in Control;

(ii) the relocation of the Executive’s primary work location to a point more than fifty (50) miles from the Executive’s current work location set forth in Section 1.5 that requires a material increase in Executive’s one-way driving distance;

(iii) a material reduction by the Company of the Executive’s base salary or annual target Bonus opportunity, without the written consent of the Executive, as initially set forth herein or as the same may be increased from time to time pursuant to this Agreement; and

(iv) a material breach by the Company of Section 1.2 of this Agreement.
Provided, however that, such termination by the Executive shall only be deemed for Good Reason pursuant to the foregoing definition if (i) the Company is given written notice from the Executive within sixty (60) days following the first occurrence of the condition that he considers to constitute Good Reason describing the condition and the Company fails to satisfactorily remedy such condition within thirty (30) days following such written notice, and (ii) the Executive terminates employment within thirty (30) days following the end of the period within which the Company was entitled to remedy the condition constituting Good Reason but failed to do so.

4.5.3 Cause. “Cause” for the Company to terminate Executive’s employment hereunder shall mean the occurrence of any of the following events, as determined reasonably and in good faith by the Board or a committee designated by the Board:

(i) the Executive’s gross negligence or willful failure to substantially perform his duties and responsibilities to the Company or willful and deliberate violation of a Company policy;

(ii) the Executive’s conviction of a felony or the Executive’s commission of any act of fraud, embezzlement or dishonesty against the Company or involving moral turpitude that is likely to inflict or has inflicted material injury on the business of the Company, to be determined by the sole discretion of the Company;

(iii) the Executive’s unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party that the Executive owes an obligation of nondisclosure as a result of the Executive’s relationship with the Company; and

(iv) the Executive’s willful and deliberate breach of the obligations under this Agreement that causes material injury to the business of the Company.

4.5.4 Change in Control. For purposes of this Agreement, “Change in Control” means: (i) a sale of all or substantially all of the assets of the Company; (ii) a merger or consolidation in which the Company is not the surviving entity and in which the holders of the Company’s outstanding voting stock immediately prior to such transaction own, immediately after such transaction, securities representing less than fifty percent (50%) of the voting power of the entity surviving such transaction or, where the surviving entity is a wholly-owned subsidiary of another entity, the surviving entity’s parent; (iii) a reverse merger in which the Company is the surviving entity but the shares of Common Stock outstanding immediately preceding the merger are converted by virtue of the merger into other property, whether in the form of securities of the surviving entity’s parent, cash or otherwise, and in which the holders of the Company’s outstanding voting stock immediately prior to such transaction own, immediately after such transaction, securities representing less than fifty percent (50%) of the voting power of the Company or, where the Company is a wholly-owned subsidiary of another entity, the Company’s parent; or (iv) an acquisition by any person, entity or group (excluding any
employee benefit plan, or related trust, sponsored or maintained by the Company or subsidiary of the Company or other entity controlled by the Company) of the beneficial ownership of securities of the Company representing at least seventy-five percent (75%) of the combined voting power entitled to vote in the election of Directors; provided, however, that nothing in this paragraph shall apply to a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company.

4.6 Application of Internal Revenue Code Section 409A. Notwithstanding anything to the contrary set forth herein, any payments and benefits provided under this Agreement (the “Severance Benefits”) that constitute “deferred compensation” within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulations and other guidance thereunder and any state law of similar effect (collectively “Section 409A”) shall not commence in connection with Executive’s termination of employment unless and until Executive has also incurred a “separation from service” (as such term is defined in Treasury Regulation Section 1.409A-1(h) (“Separation From Service”), unless the Company reasonably determines that such amounts may be provided to Executive without causing Executive to incur the additional 20% tax under Section 409A.

It is intended that each installment of the Severance Benefits payments provided for in this Agreement is a separate “payment” for purposes of Treasury Regulation Section 1.409A-2(b)(2)(i). For the avoidance of doubt, it is intended that payments of the Severance Benefits set forth in this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Section 409A provided under Treasury Regulation Sections 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9). However, if the Company (or, if applicable, the successor entity thereto) determines that the Severance Benefits constitute “deferred compensation” under Section 409A and Executive is, on the termination of service, a “specified employee” of the Company or any successor entity thereto, as such term is defined in Section 409A(a)(2)(B)(i) of the Code, then, solely to the extent necessary to avoid the incurrence of the adverse personal tax consequences under Section 409A, the timing of the Severance Benefit payments shall be delayed until the earlier to occur of: (i) the date that is six months and one day after Executive’s Separation From Service, or (ii) the date of Executive’s death (such applicable date, the “Specified Employee Initial Payment Date”), the Company (or the successor entity thereto, as applicable) shall (A) pay to Executive a lump sum amount equal to the sum of the Severance Benefit payments that Executive would otherwise have received through the Specified Employee Initial Payment Date if the commencement of the payment of the Severance Benefits had not been so delayed pursuant to this Section and (B) commence paying the balance of the Severance Benefits in accordance with the applicable payment schedules set forth in this Agreement.

Notwithstanding anything to the contrary set forth herein, Executive shall receive the Severance Benefits described above, if and only if Executive duly executes and returns to the Company within the applicable time period set forth therein, but in no event more than forty-five days following Separation From Service, the Company’s standard form of release of claims in favor of the Company (attached to this Agreement as Exhibit
A) (the “Release”) and permits the release of claims contained therein to become effective in accordance with its terms (such latest permitted date, the “Release Deadline”). If the severance benefits are not covered by one or more exemptions from the application of Section 409A and the Release could become effective in the calendar year following the calendar year in which Executive separates from service, the Release will not be deemed effective any earlier than the Release Deadline. Notwithstanding any other payment schedule set forth in this Agreement, none of the Severance Benefits will be paid or otherwise delivered prior to the effective date (or deemed effective date) of the Release. Except to the extent that payments may be delayed until the Specified Employee Initial Payment Date pursuant to the preceding paragraph, on the first regular payroll pay day following the effective date of the Release, the Company will pay Executive the Severance Benefits Executive would otherwise have received under the Agreement on or prior to such date but for the delay in payment related to the effectiveness of the Release, with the balance of the Severance Benefits being paid as originally scheduled.

The severance benefits are intended to qualify for an exemption from application of Section 409A or comply with its requirements to the extent necessary to avoid adverse personal tax consequences under Section 409A, and any ambiguities herein shall be interpreted accordingly.

4.7 Application of Internal Revenue Code Section 280G. If any payment or benefit Executive would receive pursuant to a Change in Control from the Company or otherwise (“Payment”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then such Payment shall be equal to the Reduced Amount.

The “Reduced Amount” shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive’s receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting “parachute payments” is necessary so that the Payment equals the Reduced Amount, reduction shall occur in the manner that results in the greatest economic benefit for Executive. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata.

In the event it is subsequently determined by the Internal Revenue Service that some portion of the Reduced Amount as determined pursuant to clause (x) in the preceding paragraph is subject to the Excise Tax, Executive agrees to promptly return to the Company a sufficient amount of the Payment so that no portion of the Reduced Amount is subject to the Excise Tax. For the avoidance of doubt, if the Reduced Amount is determined pursuant to clause (y) in the preceding paragraph, Executive will have no obligation to return any portion of the Payment pursuant to the preceding sentence.
Unless Executive and the Company agree on an alternative accounting firm, the accounting firm engaged by the Company for general tax compliance purposes as of the day prior to the effective date of the Change in Control shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Company shall appoint a nationally recognized accounting firm to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.

The Company shall use commercially reasonable efforts to cause the accounting firm engaged to make the determinations hereunder to provide its calculations, together with detailed supporting documentation, to Executive and the Company within fifteen (15) calendar days after the date on which Executive’s right to a Payment is triggered (if requested at that time by Executive or the Company) or such other time as requested by Executive or the Company.

4.8 Indemnification Agreements. Concurrently with the execution of this Agreement, the Company and the Executive shall enter into indemnification agreements, copies of which are attached hereto as Exhibit B-1 and Exhibit B-2.

4.9 Confidential Information and Invention Assignment Agreement. Concurrently with the execution of this Agreement, the Executive shall execute the Company’s Confidential Information and Invention Assignment Agreement, a copy of which is attached as Exhibit C.

4.10 No Mitigation or Offset. The Executive shall not be required to seek or accept other employment, or otherwise to mitigate damages, as a condition to receipt of the Severance Benefits, and the Severance Benefits shall not be offset by any amounts received by the Executive from any other source, except to the extent that the Executive’s right the benefits described in Sections 4.4.3(i)(b) or 4.4.3(ii)(c), as applicable, are terminated by reason of the Executive obtaining full-time employment with another company or business entity which offers comparable health insurance coverage.

5. Assignment and Binding Effect.

This Agreement shall be binding upon the Executive and the Company and inure to the benefit of the Executive and the Executive’s heirs, executors, personal representatives, assigns, administrators and legal representatives. Because of the unique and personal nature of the Executive’s duties under this Agreement, neither this Agreement nor obligations under this Agreement shall be assignable by the Executive. This Agreement shall be binding upon and inure to the benefit of the Company and its successors, assigns and legal representatives, provided that the Agreement may only be assigned to an acquirer of all or substantially all of the Company’s assets. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, “successor” means any person, firm, corporation or other business entity which at any time, whether by purchase, merger
or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company.

6. **Notice.**

   For the purposes of this Agreement, notices, demands, and all other forms of communication provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or (unless otherwise specified) mailed by registered mail, return receipt requested, postage prepaid, or by confirmed facsimile, addressed as set forth below, or to such other address as any party may have furnished to the other in writing in accordance herewith, except that notices of address shall be effective only upon receipt, as follows:

   If to the Company:
   Horizon Pharma, Inc.
   520 Lake Cook Road, Suite 520
   Deerfield, IL 60015
   Attention: Timothy P. Walbert, Chairman, President & CEO
   Fax: 847-572-1372

   If to the Executive:
   John Thomas
   905 Golf View Road
   Glenview, IL 60025

   Any such written notice shall be deemed given on the earlier of the date on which such notice is personally delivered or five (5) days after its deposit in the United States mail as specified above. Either Party may change its address for notices by giving written notice to the other Party in the manner specified in this section.

7. **Choice of Law.**

   This Agreement shall be governed by the laws of the State of Illinois, without regard to any conflicts of law principals thereof that would call for the application of the laws of any other jurisdiction. The Parties consent to the exclusive jurisdiction and venue of the federal court in the Northern District of Illinois, and state courts located in the state of Illinois, county of Cook. Nothing in this Section 7 limits the rights of the Parties to seek appeal of a decision of an Illinois court outside of Illinois that has proper jurisdiction over the decision of a court sitting in Illinois.

8. **Integration.**

   This Agreement, including Exhibit A, Exhibit B, Exhibit C, the Equity Plan Documents and the Equity LTIP, contains the complete, final and exclusive agreement of the Parties relating to the terms and conditions of the Executive’s employment and the
termination of Executive’s employment, and supersedes all prior and contemporaneous oral and written employment agreements or arrangements between the Parties.

9. **Amendment.**
   
   This Agreement cannot be amended or modified except by a written agreement signed by the Executive and the Company.

10. **Waiver.**
    
    No term, covenant or condition of this Agreement or any breach thereof shall be deemed waived, except with the written consent of the Party against whom the waiver is claimed, and any waiver or any such term, covenant, condition or breach shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant, condition or breach.

11. **Severability.**
    
    The finding by a court of competent jurisdiction of the unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal. Such court shall have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision, which most accurately represents the Parties' intention with respect to the invalid, unenforceable, or illegal term or provision.

12. **Interpretation; Construction.**
    
    The headings set forth in this Agreement are for convenience of reference only and shall not be used in interpreting this Agreement. This Agreement has been drafted and negotiated by legal counsel representing the Company and the Executive. The Parties acknowledge that each Party and its counsel has reviewed and revised, or had an opportunity to review and revise, this Agreement, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

13. **Execution by Facsimile Signatures and in Counterparts.**
    
    The parties agree that facsimile signatures shall have the same force and effect as original signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. **Survival.**
    
    The provisions of this Agreement, and of all other agreements referenced herein, shall survive the termination of this Agreement, and of the Executive’s employment by the Company for any reason, to the extent necessary to enable the parties to enforce their respective rights hereunder.
IN WITNESS WHEREFORE, the parties have signed this Agreement on the date first written above.

COMPANY:

HORIZON PHARMA, INC.
HORIZON PHARMA USA, INC.

By:

Title: Chairman, President & CEO
Print Name: Timothy P. Walbert

/s/ Timothy P. Walbert

Signature:
As authorized agent of the Company
May 7, 2015

Date

EXECUTIVE:

John Thomas

/s/ John Thomas

John Thomas, individually
May 7, 2015

Date
RELEASE AND WAIVER OF CLAIMS

In consideration of the payments and other benefits set forth in Section 4.4 of the Executive Employment Agreement dated , (the “Employment Agreement”), to which this form is attached, I, John Thomas, hereby furnish Horizon Pharma, Inc. and Horizon Pharma USA, Inc. (together the “Company”), with the following release and waiver (“Release and Waiver”).

In exchange for the consideration provided to me by the Employment Agreement that I am not otherwise entitled to receive, I hereby generally and completely release the Company and its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, Affiliates, and assigns from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring relating to my employment or the termination thereof prior to my signing this Release and Waiver. This general release includes, but is not limited to: (1) all claims arising out of or in any way related to my employment with the Company or the termination of that employment; (2) all claims related to my compensation or benefits from the Company, including, but not limited to, salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in the Company; (3) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (4) all tort claims, including, but not limited to, claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) all federal, state, and local statutory claims, including, but not limited to, claims for discrimination, harassment, retaliation, attorneys’ fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967 (as amended) (“ADEA”), the Illinois Human Rights Act, the Illinois Equal Pay Act, the Illinois Religious Freedom Restoration Act, and the Illinois Genetic Information Privacy Act. Notwithstanding the foregoing, this Release and Waiver, shall not release or waive my rights: to indemnification under the articles and bylaws of the Company or applicable law; to payments under Sections of the Employment Agreement; under any provision of the Employment Agreement that survives the termination of that agreement; under any applicable workers’ compensation statute; under any option, restricted share or other agreement concerning any equity interest in the Company; as a shareholder of the Company or any other right that is not waivable under applicable law.

I acknowledge that, among other rights, I am waiving and releasing any rights I may have under ADEA, that this Release and Waiver is knowing and voluntary, and that the consideration given for this Release and Waiver is in addition to anything of value to which I was already entitled as an executive of the Company. If I am 40 years of age or older upon execution of this Release and Waiver, I further acknowledge that I have been advised, as required by the Older Workers Benefit Protection Act, that: (a) the release
and waiver granted herein does not relate to claims under the ADEA which may arise after this Release and Waiver is executed; (b) I should consult with an attorney prior to executing this Release and Waiver; and (c) I have twenty-one (21) days from the date of termination of my employment with the Company in which to consider this Release and Waiver (although I may choose voluntarily to execute this Release and Waiver earlier); (d) I have seven (7) days following the execution of this Release and Waiver to revoke my consent to this Release and Waiver; and (e) this Release and Waiver shall not be effective until the seven (7) day revocation period has expired unexercised. If I am less than 40 years of age upon execution of this Release and Waiver, I acknowledge that I have the right to consult with an attorney prior to executing this Release and Waiver (although I may choose voluntarily not to do so); and (e) I have five (5) days from the date of termination of my employment with the Company in which to consider this Release and Waiver (although I may choose voluntarily to execute this Release and Waiver earlier).

I acknowledge my continuing obligations under my Confidential Information and Inventions Agreement dated , . Pursuant to the Confidential Information and Inventions Agreement I understand that among other things, I must not use or disclose any confidential or proprietary information of the Company and I must immediately return all Company property and documents (including all embodiments of proprietary information) and all copies thereof in my possession or control. I understand and agree that my right to the payments and other benefits I am receiving in exchange for my agreement to the terms of this Release and Waiver is contingent upon my continued compliance with my Confidential Information and Inventions Agreement.

This Release and Waiver, including my Confidential Information and Inventions Agreement dated , , constitutes the complete, final and exclusive embodiment of the entire agreement between the Company and me with regard to the subject matter hereof. I am not relying on any promise or representation by the Company that is not expressly stated herein. This Release and Waiver may only be modified by a writing signed by both me and a duly authorized officer of the Company.

Date:

By: John Thomas
Certification of Chief Executive Officer

I, Timothy P. Walbert, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Horizon Pharma PLC (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: May 8, 2015

/s/ Timothy P. Walbert
Timothy P. Walbert
President, Chief Executive Officer and
Chairman of the Board
(Principal Executive Officer)
I, Paul W. Hoelscher, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Horizon Pharma PLC (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: May 8, 2015

/s/ Paul W. Hoelscher
Paul W. Hoelscher
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)
CERTIFICATION

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and 18 U.S.C. Section 1350, I, Timothy P. Walbert, President, Chief Executive Officer and Chairman of the Board of Horizon Pharma PLC (the “Company”), certify to the best of my knowledge that:

1. the Company’s Quarterly Report on Form 10-Q for the period ended March 31, 2015 (the “Report”), to which this Certification is attached as Exhibit 32.1, fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 8, 2015

/s/ Timothy P. Walbert
Timothy P. Walbert
President, Chief Executive Officer and Chairman of the Board
(Principal Executive Officer)

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.
CERTIFICATION

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and 18 U.S.C. Section 1350, I, Paul W. Hoelscher, Executive Vice President and Chief Financial Officer of Horizon Pharma PLC (the “Company”), certify to the best of my knowledge that:

1. the Company’s Quarterly Report on Form 10-Q for the period ended March 31, 2015 (the “Report”), to which this Certification is attached as Exhibit 32.2, fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 8, 2015

/s/ Paul W. Hoelscher
Paul W. Hoelscher
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.