AGL RESOURCES INC
Form 4
May 03, 2012

FORM 4

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

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

OMB APPROVAL

OMB Number:	3235-0287
Expires:	January 31, 2005
Estimated average burden hours per response...	0.5

Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. *See* Instruction 1(b).

(Print or Type Responses)

1. Name and Address of Reporting Person *
KNOX WYCK A JR

(Last) (First) (Middle)

TEN PEACHTREE PLACE

(Street)

ATLANTA, GA 30309

(City) (State) (Zip)

2. Issuer Name **and** Ticker or Trading Symbol
AGL RESOURCES INC [GAS]

3. Date of Earliest Transaction (Month/Day/Year)
05/01/2012

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

__X__ Director _____ 10% Owner
_____ Officer (give title below) _____ Other (specify below)

6. Individual or Joint/Group Filing(Check Applicable Line)
_X_ Form filed by One Reporting Person
___ Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1.Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

SEC 1474 (9-02)

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned
(*e.g.*, puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)

	Derivative Security			Disposed of (D) (Instr. 3, 4, and 5)							
				Code	V	(A)	(D)	Date Exercisable	Expiration Date	Title	Amount o Number o Shares
Common Stock Equivalent Units (CSEs)	(1)	05/01/2012		A		2,409.333		(2)	(2)	Common Stock	2,409.3

Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
KNOX WYCK A JR TEN PEACHTREE PLACE ATLANTA, GA 30309	X			

Signatures

Antoinette M. Lambert, by power of attorney	05/03/2012
**Signature of Reporting Person	Date

Explanation of Responses:

***** If the form is filed by more than one reporting person, *see* Instruction 4(b)(v).

****** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. *See* 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

(1) The CSEs convert to common stock on a one-for-one basis.

(2) The CSEs are settled in cash upon the reporting person's termination of service.

(3) Includes 83.832 CSEs allocated to the reporting person's account on December 16, 2011, and 317.268 CSEs allocated to the reporting person's account on March 1, 2012, pursuant to a dividend reinvestment feature of the CSE Plan.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure.
Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. would be effected through an amendment to the certificate of incorporation, as described under *Amendments of Constituent Documents*. Any variation of class rights attaching to the issued shares of New Jazz must be approved by a special resolution of the New Jazz shareholders of the affected class or with the consent in writing of the holders of three-quarters of all the votes of that class of shares. Any issuance of preferred shares would require the approval of New Jazz shareholders in general meeting.

Amendments of

Constituent Documents

Jazz Pharmaceuticals certificate of incorporation may be amended upon the affirmative vote of the board of directors and the holders of any particular class or series of Irish companies may only alter their memorandum and articles of association by the passing of a special resolution of shareholders.

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	the capital stock of the company required by law or by the certificate of incorporation or any certificate of designation filed with respect to a series of preferred stock. In order to alter, amend or repeal Articles V, VI and VII of the certificate of incorporation (which address matters regarding the board of directors, limitation on liability of directors and amendments to the certificate of incorporation), the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then-outstanding shares of capital stock of the company entitled to vote generally in the election of directors, voting together as a single class, is required.	
Dissolution	Under Delaware law, unless the board of directors approves a proposal to dissolve, a dissolution must be approved by stockholders holding 100% of the total voting power of the corporation. If a dissolution is initially approved by the board of directors, it may be approved by a simple majority of the corporation s stockholders. Upon dissolution, after satisfaction of the claims of creditors, the assets of Jazz Pharmaceuticals would be distributed to stockholders in accordance with their respective interests, including any rights a holder of shares of preferred stock may have to preferred distributions upon dissolution or liquidation of the corporation.	The rights of New Jazz shareholders to a return of New Jazz s assets on dissolution or winding up, following the settlement of all claims of creditors, may be prescribed in New Jazz s memorandum and articles of association or the terms of any preferred shares issued by New Jazz from time to time. The holders of New Jazz preferred shares in particular may have the right to priority in a dissolution or winding up of New Jazz. If the New Jazz memorandum and articles of association contain no specific provisions in respect of a dissolution or winding up, then, subject to the priorities of any creditors, the assets will be distributed to New Jazz shareholders in proportion to the paid-up nominal value of the shares held. The New Jazz memorandum and articles of association provide that the ordinary shareholders of New Jazz are entitled to participate pro rata in a winding up, but their right to do so may be subject to the rights
	Jazz Pharmaceuticals bylaws may be amended by a majority of the authorized number of directors or by the stockholders, provided that in addition to the vote of any class or series of stock of Jazz Pharmaceuticals required by law or by Jazz Pharmaceuticals	

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	certificate of incorporation, amendment of the bylaws by the stockholders requires the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then-outstanding shares of capital stock of Jazz Pharmaceuticals entitled to vote generally in the election of directors, voting together as a single class.	of any preferred shareholders to participate under the terms of any series or class of preferred shares. New Jazz may be dissolved and wound up at any time by way of a shareholders voluntary winding up or a creditors winding up. In the case of a shareholders voluntary winding up, a special resolution of shareholders is required. New Jazz may also be dissolved by way of court order on the application of a creditor, or by the Companies Registration Office as an enforcement measure where New Jazz has failed to file certain returns.
Enforcement of Judgment Rendered by U.S. Court	A judgment for the payment of money rendered by a court in the United States based on civil liability generally would be enforceable elsewhere in the United States.	A judgment for the payment of money rendered by a court in the United States based on civil liability would not be automatically enforceable in Ireland. There is no treaty between Ireland and the United States providing for the reciprocal enforcement of foreign judgments. The following requirements must be met before the foreign judgment will be deemed to be enforceable in Ireland: the judgment must be for a definite sum; the judgment must be final and conclusive; and the judgment must be provided by a court of competent jurisdiction. An Irish court will also exercise its right to refuse judgment if the foreign judgment was obtained by fraud, if the judgment violated Irish public policy, if the judgment is in breach of natural justice or if it is irreconcilable with an earlier foreign judgment.

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LEGAL MATTERS

McCann FitzGerald, Irish counsel for Azur Pharma, will provide an opinion regarding the validity of the New Jazz securities to be issued in the merger.

EXPERTS

The consolidated financial statements of Azur Pharma Public Limited Company (formerly Azur Pharma Limited) and subsidiaries as of December 31, 2010 and December 31, 2009, and for each of the years in the three-year period ended December 31, 2010, have been included herein in reliance upon the report of KPMG, independent registered public accounting firm, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing.

Ernst & Young LLP, independent registered public accounting firm, has audited the consolidated financial statements and schedule of Jazz Pharmaceuticals, Inc. included in its Annual Report on Form 10-K for the year ended December 31, 2010, and the effectiveness of Jazz Pharmaceuticals internal control over financial reporting as of December 31, 2010, as set forth in their reports, which are incorporated by reference in this proxy statement/prospectus and elsewhere in the registration statement. Jazz Pharmaceuticals financial statements and schedule are incorporated by reference in reliance on Ernst & Young LLP s reports, given on their authority as experts in accounting and auditing.

ENFORCEABILITY OF CIVIL LIABILITIES

CERTAIN OF THE PERSONS WHO MAY BE DIRECTORS AND EXECUTIVE OFFICERS OF NEW JAZZ MAY BE NON-RESIDENTS OF THE UNITED STATES. ALL OR A SUBSTANTIAL PORTION OF THE ASSETS OF SUCH NON-RESIDENT PERSONS AND OF NEW JAZZ MAY BE LOCATED OUTSIDE THE UNITED STATES. AS A RESULT, IT MAY NOT BE POSSIBLE TO EFFECT SERVICE OF PROCESS WITHIN THE UNITED STATES UPON SUCH PERSONS OR NEW JAZZ, OR TO ENFORCE AGAINST SUCH PERSONS OR NEW JAZZ IN U.S. COURTS JUDGMENTS OBTAINED IN SUCH COURTS PREDICATED UPON THE CIVIL LIABILITY PROVISIONS OF THE FEDERAL SECURITIES LAWS OF THE UNITED STATES. NEW JAZZ HAS BEEN ADVISED BY COUNSEL THAT THERE IS DOUBT AS TO THE ENFORCEABILITY IN IRELAND, IN ORIGINAL ACTIONS OR IN ACTIONS FOR ENFORCEMENT OF JUDGMENTS OF U.S. COURTS, OF LIABILITIES PREDICATED SOLELY UPON THE SECURITIES LAWS OF THE UNITED STATES.

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HOUSEHOLDING OF PROXY STATEMENT/PROSPECTUS

The SEC has adopted rules that permit companies and intermediaries (such as brokers) to satisfy the delivery requirements for proxy materials with respect to two or more stockholders sharing the same address by delivering a single set of proxy materials addressed to those stockholders. This process, which is commonly referred to as householding, potentially means extra convenience for stockholders and cost savings for companies.

A number of brokers with account holders who are Jazz Pharmaceuticals stockholders will be householding this proxy statement/prospectus. A single proxy statement/prospectus may be delivered to multiple stockholders sharing an address unless contrary instructions have been received from the affected stockholders. Jazz Pharmaceuticals will promptly deliver, upon written or oral request to the address or telephone number below, a separate copy of this proxy statement/prospectus to a stockholder at a shared address to which a single proxy statement/prospectus was delivered. Requests for additional copies should be directed to Jazz Pharmaceuticals, Inc., Attention: Investor Relations, at 3180 Porter Drive, Palo Alto, California 94304, or by telephone to Jazz Pharmaceuticals Investor Relations department at (650) 496-3777.

WHERE YOU CAN FIND MORE INFORMATION

Jazz Pharmaceuticals files annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy any document that Jazz Pharmaceuticals files at the SEC s Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for more information about the operation of the public reference room. The SEC also maintains an Internet site that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC, including Jazz Pharmaceuticals. The SEC s Internet site can be found at *http://www.sec.gov*.

This proxy statement/prospectus is part of a registration statement and constitutes a prospectus of New Jazz in addition to being a proxy statement of Jazz Pharmaceuticals for its special meeting. As allowed by SEC rules, this proxy statement/prospectus does not contain all of the information you can find in the registration statement or the exhibits to the registration statement. You may inspect and copy the registration statement at any of the addresses listed above.

The SEC allows Jazz Pharmaceuticals to incorporate by reference the information Jazz Pharmaceuticals files with it, which means that Jazz Pharmaceuticals and New Jazz can disclose important information to you by referring you to another document that Jazz Pharmaceuticals has filed separately with the SEC. You should read the information incorporated by reference because it is an important part of this proxy statement/ prospectus. The following documents, which have been filed with the SEC by Jazz Pharmaceuticals (SEC File No. 001-33500), are hereby incorporated by reference into this proxy statement/prospectus:

- Jazz Pharmaceuticals Annual Report on Form 10-K for the fiscal year ended December 31, 2010, filed with the SEC on March 8, 2011;
- the information specifically incorporated by reference into Jazz Pharmaceuticals Annual Report on Form 10-K for the year ended December 31, 2010 from Jazz Pharmaceuticals definitive proxy statement on Schedule 14A for Jazz Pharmaceuticals 2011 Annual Meeting of Stockholders, filed with the SEC on April 12, 2011;
- Jazz Pharmaceuticals Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2011, filed with the SEC on May 9, 2011;
- Jazz Pharmaceuticals Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2011, filed with the SEC on August 3, 2011; and
- Jazz Pharmaceuticals Current Reports on Form 8-K, filed with the SEC on January 7, 2011, February 11, 2011, March 9, 2011, March 28, 2011, April 19, 2011, May 25, 2011 and September 19, 2011.

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Any information in any of the foregoing documents will automatically be deemed to be modified or superseded to the extent that information in this proxy statement/ prospectus or in a later filed document that is incorporated or deemed to be incorporated herein by reference modifies or replaces such information.

Any future filings (other than current reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits filed on such form that are related to such items) made with the SEC by Jazz Pharmaceuticals pursuant to sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this proxy statement/prospectus and prior to the earlier of the effective time and the termination of the merger agreement, shall also be deemed to be incorporated by reference. Information in such future filings updates and supplements the information provided in this proxy statement/prospectus. Any statements in any such future filings will automatically be deemed to modify and supersede any information in any document previously filed with the SEC by Jazz Pharmaceuticals that is incorporated or deemed to be incorporated herein by reference to the extent that statements in the later filed document modify or replace such earlier statements.

Jazz Pharmaceuticals will furnish without charge to you, upon written or oral request, a copy of any or all of the documents incorporated by reference, including exhibits to these documents. You should direct any requests for documents to: Jazz Pharmaceuticals, Inc., Attn: Investor Relations, 3180 Porter Drive, Palo Alto, CA 94304, telephone: (650) 496-3777.

EXCHANGE RATES

On October 14, 2011, the noon buying rate was $1.3861 to 1.00, according to the U.S. Federal Reserve Board.

The following table sets forth, for the periods indicated, the high, low, average and period-end exchange rate expressed in dollar per Euro.

Exchange Rate

Period	High	Low	Average[(1)]	Period End
2006	1.33	1.19	1.27	1.32
2007	1.49	1.29	1.38	1.46
2008	1.60	1.24	1.47	1.39
2009	1.51	1.25	1.40	1.43
2010	1.45	1.20	1.32	1.33
Six months ended June 30, 2011	1.49	1.29	1.42	1.45

Source: The Federal Reserve Bank of New York and U.S. Federal Reserve Board

(1) Average month-end rates.

Exchange Rate

Period	High	Low	Average	Period End
December 2010	1.34	1.31	1.32	1.33
January 2011	1.37	1.29	1.34	1.37
February 2011	1.38	1.35	1.37	1.38
March 2011	1.42	1.38	1.40	1.42
April 2011	1.48	1.41	1.44	1.48
May 2011	1.49	1.40	1.43	1.44
June 2011	1.47	1.42	1.44	1.45
July 2011	1.45	1.40	1.423	1.44
August 2011	1.45	1.42	1.43	1.44
September 2011	1.43	1.34	1.37	1.34
October 2011 (through October 14, 2011)	1.39	1.33	1.35	1.39

Source: The Federal Reserve Bank of New York and U.S. Federal Reserve Board

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INDEX TO FINANCIAL STATEMENTS OF AZUR PHARMA PUBLIC LIMITED COMPANY

Audited Consolidated Financial Statements

Unaudited Interim Condensed Consolidated Financial Statements

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Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders

Azur Pharma Public Limited Company:

We have audited the accompanying consolidated balance sheets of Azur Pharma Public Limited Company *(formerly Azur Pharma Limited)* and subsidiaries (the Company) as of December 31, 2010 and 2009, and the related consolidated income statements and consolidated statements of comprehensive income, cash flows, and changes in shareholders equity for each of the years in the three-year period ended December 31, 2010. These consolidated financial statements are the responsibility of the Company s management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

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

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Azur Pharma Public Limited Company and subsidiaries as of December 31, 2010 and 2009, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2010, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

/s/ KPMG

Dublin, Ireland

October 21, 2011

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Azur Pharma Public Limited Company

Consolidated Income Statements

For the Years Ended December 31, 2010, 2009 and 2008

	Notes	2010	2009	2008
		(in thousands except per share data)		
Revenue continuing operations	4	$ 83,199	$ 66,742	$ 56,815
Cost of sales		(20,109)	(21,046)	(15,321)
Gross margin		63,090	45,696	41,494
Operating expenses:				
General and administrative expenses		(26,278)	(23,626)	(20,586)
Sales and marketing expenses		(27,727)	(18,898)	(20,131)
Research and development expenses		(2,100)	(8,044)	(4,153)
Total operating expenses		(56,105)	(50,568)	(44,870)
Profit/(loss) from ordinary activities continuing activities		6,985	(4,872)	(3,376)
Finance income	5	71	48	763
Finance expense	6	(2,902)	(2,055)	(418)
Net finance (expense)/income		(2,831)	(2,007)	345
Profit/(loss) before income taxes		4,154	(6,879)	(3,031)
Income tax benefit/(expense)	7	5,383	(264)	(305)
Net profit/(loss) for the year attributable to ordinary shareholders		$ 9,537	$ (7,143)	$ (3,336)
Net profit/(loss) per share attributable to ordinary shareholders:				
Basic and diluted	8	$ 0.23	$ (0.17)	$ (0.08)
Weighted-average shares used in computing net profit/(loss) per share:				
Basic and diluted	8	41,667	41,667	41,667

The accompanying notes are an integral part of these Consolidated Financial Statements.

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Azur Pharma Public Limited Company

Consolidated Statements of Comprehensive Income

For the Years Ended December 31, 2010, 2009 and 2008

	2010	2009	2008
		(in thousands)	
Net profit/(loss) for the year	$ 9,537	$ (7,143)	$ (3,336)
Total comprehensive income/(loss) for the year attributable to equity shareholders	$ 9,537	$ (7,143)	$ (3,336)

The accompanying notes are an integral part of these Consolidated Financial Statements.

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Azur Pharma Public Limited Company

Consolidated Balance Sheets

As of December 31, 2010 and 2009

	Notes	2010	2009
		(in thousands)	
ASSETS			
Non-current assets:			
Property, plant and equipment	9	$ 567	$ 514
Intangible assets	10	54,353	55,116
Deferred tax asset	7	5,600	
Total non-current assets		60,520	55,630
Current assets:			
Inventory	11	3,005	4,390
Trade and other receivables	12	12,673	12,784
Cash and cash equivalents		70,234	43,314
Total current assets		85,912	60,488
Total assets		$ 146,432	$ 116,118
LIABILITIES AND SHAREHOLDERS EQUITY			
Current liabilities:			
Accounts payable		$ 6,362	$ 4,778
Accruals and other current liabilities	13	30,071	26,459
Loans and borrowings	14	5,000	2,500
Income tax payable		67	77
Total current liabilities		41,500	33,814
Non-current liabilities:			
Other financial liabilities	15	21,128	8,369
Total liabilities		62,628	42,183
Shareholders equity:			
Share capital	16	523	523
Share premium		84,718	84,718
Share based compensation reserve	17	1,530	1,198
Retained loss		(2,967)	(12,504)
Total shareholders equity		83,804	73,935
Total liabilities and shareholders equity		$ 146,432	$ 116,118

The accompanying notes are an integral part of these Consolidated Financial Statements.

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Azur Pharma Public Limited Company

Consolidated Statements of Changes in Shareholders Equity

For the Years Ended December 31, 2010, 2009 and 2008

	Number of Shares	Share Capital	Share Premium	Share-based Compensation Reserve	Retained profit/(loss)	Total Shareholders Equity
				(in thousands, except share amounts)		
Balance at January 1, 2008	41,666,667	$ 523	$ 84,718	$ 468	$ (2,025)	$ 83,684
Comprehensive income:						
Net loss after tax					(3,336)	(3,336)
Total comprehensive loss						(3,336)
Transactions with owners of the Company, recognized directly in equity:						
Share-based compensation				449		449
Balance at December 31, 2008	41,666,667	523	84,718	917	(5,361)	80,797
Comprehensive income:						
Net loss after tax					(7,143)	(7,143)
Total comprehensive loss						(7,143)
Transactions with owners of the Company, recognized directly in equity:						
Share-based compensation				281		281
Balance at December 31, 2009	41,666,667	523	84,718	1,198	(12,504)	73,935
Comprehensive income:						
Net profit after tax					9,537	9,537
Total comprehensive income						9,537
Transactions with owners of the Company, recognized directly in equity:						
Share-based compensation				332		332
Balance at December 31, 2010	41,666,667	$ 523	$ 84,718	$ 1,530	$ (2,967)	$ 83,804

The accompanying notes are an integral part of these Consolidated Financial Statements.

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Azur Pharma Public Limited Company

Consolidated Statements of Cash Flows

For the Years Ended December 31, 2010, 2009 and 2008

	2010	2009 (in thousands)	2008
Cash flows from operating activities:			
Net profit/(loss) for the year	$ 9,537	$ (7,143)	$ (3,336)
Adjustments to reconcile net profit/(loss) to net cash provided by operating activities:			
Depreciation of property, plant and equipment	158	125	72
Amortization of intangible assets	16,329	15,123	10,102
Unrealized loss/(gain) on financial liability	2,209	1,531	(99)
Share based compensation expense	332	281	449
Unwinding of discount on deferred consideration	355	276	329
Foreign exchange loss	166	120	66
Interest income	(71)	(48)	(664)
Income tax (benefit)/expense	(5,383)	264	305
Operating cash inflow before changes in working capital:	23,632	10,529	7,224
Increase in trade and other payables	8,208	8,286	7,967
Decrease/(increase) in trade and other receivables	115	316	(4,817)
Decrease/(increase) in inventory	1,021	563	(553)
Cash inflow from operating activities:	32,976	19,694	9,821
Interest received	71	48	703
Income tax paid	(376)	(507)	(50)
Net cash inflow from operating activities	32,671	19,235	10,474
Cash flows from investing activities:			
Acquisition of property, plant and equipment	(211)	(207)	(435)
Acquisition of intangible assets (see note 10)	(4,677)	(1,000)	(13,949)
Payment of deferred consideration for acquisitions of intangible assets (see notes 10 and 15)	(3,187)	(1,338)	(2,276)
Net cash used in investing activities	(8,075)	(2,545)	(16,660)
Cash flows from financing activities:			
Repayment of loans to shareholders and executive management			(159)
Proceeds from borrowings	2,500	2,500	
Cash flows from financing activities	2,500	2,500	(159)
Net increase/(decrease) in cash and cash equivalents	27,096	19,190	(6,345)
Cash and cash equivalents at beginning of year	43,314	24,223	30,634
Effect of exchange rate fluctuations on cash held	(176)	(99)	(66)
Cash and cash equivalents at end of year	$ 70,234	$ 43,314	$ 24,223

The accompanying notes are an integral part of these Consolidated Financial Statements.

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Azur Pharma Public Limited Company

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

1. Description of Business and Basis of Preparation

Business activity

As used herein, Azur Pharma , the Company , its or it , refer to Azur Pharma Public Limited Company *(formerly Azur Pharma Limited)* (the Parent Company) and its consolidated subsidiaries (collectively, the Group). Azur Pharma was re-registered as a public limited company, effective October 20, 2011. Azur Pharma is a public limited company incorporated under the laws of Ireland in March 2005. The Company is engaged in the acquisition, development and commercialization of therapeutic products for the central nervous system and women s health areas.

On September 19, 2011 Azur Pharma entered into an Agreement and Plan of Merger and Reorganization (the Merger Agreement) with Jazz Pharmaceuticals, Inc. (Jazz Pharmaceuticals), Jaguar Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of Azur (Merger Sub), and Seamus Mulligan, solely in his capacity as the representative for the Azur Pharma security holders (see note 21).

Basis of preparation

The consolidated financial statements comprise the results of Azur Pharma for the years ended December 31, 2010, 2009 and 2008 and the financial position of Azur Pharma as of December 31, 2010 and 2009. The consolidated financial statements have been prepared in accordance with the International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB), applying those standards which are effective for accounting periods ending on or before December 31 2010, 2009 and 2008, as applicable.

The consolidated financial statements are presented in U.S. dollars, the U.S. dollar being the functional currency of Azur Pharma. They are prepared on the historical cost basis, except for financial instruments which are stated at fair value, and share-based payments, which are based on fair value determined as at the grant date of the relevant share options.

The consolidated financial statements were approved by the directors of Azur Pharma on October 21, 2011.

Basis of consolidation

The Consolidated Financial Statements include the accounts of the Company and all of its subsidiary undertakings. Subsidiaries are entities controlled by the Group. Control exists when the Group has the power, directly or indirectly, to govern the financial and operating policies of an entity so as to obtain benefits from its activities. In assessing control, potential voting rights that are currently exercisable or convertible are taken into account. The financial statements of subsidiaries are included in the consolidated financial statements from the date that control commences until the date that control ceases. Inter-company transactions, balances and unrealized gains and losses on transactions between Group companies are eliminated in preparing the consolidated financial statements.

2. Critical Accounting Policies and Significant Estimates

The preparation of financial statements in conformity with IFRS requires management to make judgments, estimates and assumptions that affect the application of policies and reported amounts of assets and liabilities, income and expenses. These estimates and associated assumptions are based on historical experience and various other factors believed to be reasonable under the circumstances, and the results of such estimates form the basis of judgments about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results could differ materially from these estimates. These underlying assumptions are reviewed on an

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ongoing basis. A revision to an accounting estimate is recognized in the period in which the estimate is revised if the revision affects only that period or in the period of the revision and future periods if these are also affected. Principal sources of estimation uncertainty have been set forth in the critical accounting policies section below. Actual results may differ from estimates.

Azur Pharma believes that its critical accounting policies, which are those that require management s most difficult, subjective and complex judgments, are those described in this section. Estimates and judgments are used in determining key items such as estimating sales discounts and allowances, estimating the carrying values of intangible assets, and in accounting for income taxes. Because of the uncertainties inherent in such estimates, actual results may differ materially from these estimates. These critical accounting policies, the judgments and other uncertainties affecting application of these policies and the sensitivity of reported results to changes in conditions and assumptions are factors to be considered in reviewing the consolidated financial statements.

Revenue recognition sales discounts and allowances

The sale of products consists principally of the sale of pharmaceuticals to wholesalers. Azur Pharma recognizes revenue from the sale of its products when there is persuasive evidence that an arrangement exists, title passes, the price is fixed or determinable, and collectability is reasonably assured.

Azur Pharma recognizes revenue on a gross revenue basis and makes various deductions recorded at the time of shipment to arrive at net revenue as reported in the income statement. These adjustments are referred to as sales discounts and allowances. Sales discounts and allowances include charge-backs, Medicaid and Medicare rebates, cash discounts, wholesaler fees, sales returns and other adjustments. Estimating sales discounts and allowances is complex and involves significant estimates and judgments. Azur Pharma uses information from both internal and external sources to generate reasonable and reliable estimates. Azur Pharma believes that it has used reasonable judgments in assessing its estimates.

Transactions with customers are based on normal and customary terms whereby title to the product and substantially all of the risks and rewards transfer to the customer upon either shipment or delivery.

Charge-backs

Azur Pharma participates in charge-back programs with a number of entities, principally the U.S. Department of Defence, the U.S. Department of Veterans Affairs and other public parties whereby pricing on products below wholesalers list prices is extended to participating entities. These entities purchase products through wholesalers at the lower negotiated price, and the wholesalers charge the difference between the wholesalers purchase cost and the lower negotiated price back to Azur Pharma. Charge-backs are accounted for by reducing net revenue at the time a sale is recognized, in an amount equal to Azur Pharma s estimate of charge-back claims attributable to the sale. Azur Pharma determines its estimate of the charge-backs primarily based on historical experience on a product and program basis, and current contract prices under the charge-back programs.

Managed health care rebates and other contract discounts

Azur Pharma offers rebates and discounts to managed health care organisations in the United States. It accounts for managed health care rebates and other contract discounts as reduction in net revenue at the time a sale is recognized, by establishing an accrual equal to the estimate of the amount attributable to the sale. Azur Pharma determines its estimate of this accrual primarily based on historical experience on a product-by-product and program basis and current contract prices. It considers the sales performance of products subject to managed health care rebates and other contract discounts, processing claim lag times and estimated levels of inventory in the distribution channel, and adjusts the accrual and revenue periodically throughout each year to reflect actual and future estimated experience.

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Medicaid rebates

Azur Pharma is required by law to participate in state government-managed Medicaid programs as well as certain other qualifying federal and state government programs whereby discounts and rebates are provided. Discounts and rebates provided through these other qualifying federal and state government programs are included in the Medicaid rebate accrual and are considered Medicaid rebates for the purposes of this discussion. Azur Pharma accounts for the Medicaid rebates as reduction in net revenue at the time a sale is recognized, by establishing an accrual in an amount equal to the estimate of Medicaid rebate claims which are attributable to the sale. It determines an estimate of the Medicaid rebates accrual primarily based on historical experience, legal interpretations of the applicable laws related to the Medicaid and qualifying federal and state government programs, and any new information regarding changes in the Medicaid programs regulations and guidelines that would impact the amount of the rebates on a product basis. Azur Pharma considers outstanding Medicaid claims, Medicaid payments, claims processing lag time and estimated levels of inventory in the distribution channel and adjusts the accrual and revenue periodically throughout each year to reflect actual and future estimated experience.

Cash discounts

Azur Pharma offers cash discounts ranging from 2% to 2.5% of the sales price, as an incentive for prompt payment. Cash discounts are accounted for as reduction in net revenue at the time a sale is recognized, in an amount equal to the estimate of cash discounts attributable to the sale.

Sales returns

Azur Pharma accounts for sales returns as reduction in net revenue at the time a sale is recognized, by establishing an accrual in an amount equal to the estimated value of products expected to be returned. The sales return accrual is estimated principally based on historical experience, the shelf life of inventory in the distribution channel, Azur Pharma s return policy and expected future market events including generic competition.

Other adjustments

In addition to the sales discounts and allowances described above, Azur Pharma makes other sales adjustments primarily related to estimated obligations for credits to be granted to wholesalers under wholesaler service agreements. Under these agreements, the wholesale distributors have agreed, in return for certain fees, to comply with various contractually defined inventory management practices and to perform certain activities such as providing weekly information with respect to inventory levels of product on hand and the amount of product movement. As a result, Azur Pharma, along with its wholesale distributors, is able to manage product flow and inventory levels in a way that more closely follows trends in prescriptions. Azur Pharma generally recognizes these other sales discounts and allowances based on historical experience and other relevant factors, including estimated levels of inventory in the distribution channel in some cases, and adjusts the accruals and revenue periodically throughout each year to reflect actual experience.

Impairment of intangible assets

An intangible asset, which is an identifiable non-monetary asset without physical substance, is recognized to the extent that it is probable that the expected future economic benefits attributable to the asset will flow to Azur Pharma and that its cost can be measured reliably.

Intangible assets acquired from third parties as asset acquisitions, or as part of a business combination, are capitalized separately, if the intangible asset meets the definition of an asset and its fair value can be reliably measured, on initial recognition. Subsequent to initial recognition, these intangible assets are carried at cost less any accumulated amortization and any accumulated impairment losses. Intangible assets are amortized over their estimated useful lives, of between 6.5 to 10 years. Azur Pharma reviews the useful lives of these assets on an annual basis.

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The carrying values of Azur Pharma s intangible assets are reviewed whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable, and at least at each reporting date, to determine whether there is any indication of impairment. If any such indication exists, then the asset s recoverable amount is estimated.

An impairment loss is recognized in profit or loss if the carrying amount of an asset exceeds its estimated recoverable amount. The recoverable amount of an asset is the greater of its fair value less costs to sell and value in use. Value in use is assessed by discounting future cash flows of the asset to its present value. Estimated cash flows are discounted using a pre-tax discount rate reflecting current market assessments of the time value of money and the risks specific to the asset.

When reviewing the carrying values of intangible assets for impairment, Azur Pharma assesses research and development risk, commercial risk, revenue and cost projections, its expected sales and marketing support, its allocation of resources, the impact of competition, including generic competition, the impact of any reorganisation or change of business focus, the level of third-party interest in Azur Pharma s intangible assets and market conditions. Where the carrying value of an asset exceeds its recoverable amount, the carrying values of those assets are written down to their recoverable amounts. As the impairment analysis is principally based on discounted estimated cash flows, actual outcomes could vary significantly from such estimates. If Azur Pharma were to use different estimates, particularly with respect to the likelihood of research and development success, the likelihood and date of commencement of generic competition or the impact of any reorganisation or change of business focus, then an additional material impairment charge could arise. Azur Pharma believes that it has used reasonable estimates in assessing the carrying values of its intangible assets.

Income tax

Income tax comprises current and deferred tax. Current tax is the expected tax payable on the taxable income for the year using tax rates enacted or substantively enacted at the balance sheet date and any adjustments to tax payable in respect of previous years.

Deferred tax is provided in full, using the liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements, except for temporary differences arising on goodwill not deductible for tax purposes or the initial recognition of assets or liabilities that affect neither accounting or taxable profits. Deferred tax is measured at the tax rates that are expected to be applied to the temporary differences when they reverse, based on laws that have been enacted or substantively enacted by the reporting date.

Deferred tax liabilities are recognized for taxable temporary differences arising on investments in subsidiaries and associates, except where Azur Pharma is able to control the reversal of the temporary difference and it is probable that the temporary difference will not reverse in the foreseeable future.

Deferred tax assets (DTAs) are recognized to the extent that it is probable that future taxable profits will be available against which the temporary differences can be utilized. DTAs are reduced to the extent that it is no longer probable that the related income tax benefit will be realized. Significant judgment is required in determining whether it is probable that sufficient future taxable profits will be available against which the asset can be utilized. Azur Pharma s judgments take into account projections of the amount and category of future taxable income, such as income from operations or capital gains income. Actual operating results and the underlying amount and category of income in future years could render Azur Pharma s current assumptions of recoverability of net DTAs inaccurate. At December 31, 2010, Azur Pharma believes there is evidence to support the generation of sufficient future income to conclude that it is probable that the DTAs recognized will be realized in future years.

Significant estimates and judgments are also required in determining Azur Pharma s income tax expense. Some of these estimates are based on management s interpretations of jurisdiction-specific tax laws or

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regulations and the likelihood of settlement related to tax audit issues. Various internal and external factors may have favorable or unfavorable effects on our future effective income tax rate. These factors include, but are not limited to, changes in tax laws, regulations and/or rates, changing interpretations of existing tax laws or regulations, changes in estimates of prior years items, past and future levels of research and development spending, likelihood of settlement, and changes in overall levels of income before taxes.

3. Significant Accounting Policies

Leasing

Operating lease rentals are charged to the income statement on a straight line basis over the term of the lease.

Research and development expenses

Expenditure on research activities, undertaken with the prospect of gaining new scientific or technical knowledge and understanding, is recognized in the income statement as an expense as incurred.

An internally-generated intangible asset arising from Azur Pharma s development expenditure is recognized only if development costs can be measured reliably, the product or process is technically and commercially feasible, future economic benefits are probable, and Azur Pharma intends to and has sufficient resources to complete development and to use or sell the asset.

Azur Pharma has determined that, to date, the regulatory, clinical or field trial risks inherent in the development of its products currently preclude it from capitalizing its development costs.

Finance income and expenditure

Financing income consists of interest income on funds invested, foreign currency exchange gains recognized in respect of the retranslation of non U.S. dollar denominated balances, and gains arising on financial liabilities recorded at fair value.

Financing expenditure consists of interest paid and payable on borrowings calculated using the effective interest rate method, unwinding of discount on deferred consideration liabilities, losses on financial liabilities recorded at fair value and foreign currency exchange losses recognized in respect of the retranslation of non U.S. dollar denominated balances.

This income and expenditure is recognized in the income statements in the period to which it relates.

Business combinations

Acquisitions on or after January 1, 2010

For acquisitions on or after January 1, 2010, Azur Pharma measures goodwill at the acquisition date as the fair value of the consideration transferred (including the fair value of any previously held equity interest in the acquiree) and the recognized amount of any non-controlling interest in the acquiree, less the net recognized amount (generally fair value) of the identifiable assets acquired and liabilities assumed. When the excess is negative, a bargain purchase gain is recognized immediately in profit and loss.

Transactions costs, other than those associated with the issue of debt or equity securities, that Azur Pharma incurs in connection with a business combination are expensed as incurred.

Acquisitions prior to January 1, 2010

For acquisitions prior to January 1, 2010, goodwill represents the excess of the cost of the acquisition over Azur Pharma s interest in the recognized amount of the identifiable assets, liabilities and contingent liabilities of the acquiree.

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Property, plant and equipment

Items of property, plant and equipment are measured at cost less accumulated depreciation and impairment losses. All other repair and maintenance costs are charged to the income statement as incurred. The cost of assets retired or otherwise disposed of and the related accumulated depreciation are recognized in the income statement as part of the gain or loss on disposal in the year of disposal. Gains and losses on disposals of property, plant and equipment are included in other income or expense.

Depreciation is computed using the straight-line method to allocate the cost of property, plant and equipment to their estimated residual values over their estimated useful lives as follows:

Office equipment	5 years
Computer equipment	3 years
Fixtures and fittings	5 years

Inventory

Inventories are stated at the lower of cost and net realizable value. In the case of raw materials, work in progress and finished goods, cost is calculated on a first-in, first-out basis and includes the expenditure incurred in acquiring inventories and bringing them to their existing location and condition. Net realizable value is the estimated selling price in the ordinary course of business, less the estimated selling expenses.

Trade and other receivables

Trade receivables are recognized initially at fair value and then carried at amortized cost less allowance for impairment. Appropriate allowances for estimated irrecoverable amounts are recognized in the income statement when there is objective evidence that the asset is impaired.

Cash and cash equivalents

Cash and cash equivalents comprise cash balances and call deposits with maturities of three months or less.

Financial liabilities

Issued financial liabilities or their components are classified as financial liabilities where the substance of the contractual arrangement results in Azur Pharma having a present obligation to either deliver cash or another financial asset to the holder, to exchange financial instruments on terms that are potentially unfavorable or to satisfy the obligation otherwise than by the exchange of a fixed amount of cash or another financial asset for a fixed number of shares.

Financial liabilities on initial recognition are recorded at fair value, being the fair value of consideration received. They are subsequently held at fair value, with gains and losses arising for changes in fair value recognized in the income statement at each period end. Azur Pharma derecognizes the financial liability, and recognizes a gain in the income statement when its contractual obligations are cancelled or expired. If Azur Pharma issues shares to discharge the liability, the financial liability is derecognized and share premium is recognized on the issuance of those shares.

Share capital

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of ordinary shares and share options are recognized as a deduction from equity, net of any tax effect.

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Share-based payments

Equity settled share-based payments made to employees are recognized in the financial statements based on the fair value of the awards measured at the date of grant. The fair value is expensed over the period the related services are received. The fair value of options issued under employee equity purchase plans is calculated using the Black-Scholes option-pricing model, taking into account the relevant terms and conditions.

The determination of the fair value of share-based payment awards on the date of grant using an option-pricing model, such as the Black-Scholes model, is affected by assumptions regarding a number of highly complex and subjective variables. These variables include, but are not limited to the expected stock price volatility over the term of the awards, risk-free interest rates, and actual and projected employee stock option exercise behavior.

Employee benefit plans

Azur Pharma contributes to two defined contribution schemes (401(k) schemes), and contributes to no other pension plans. The assets of these schemes are held in separate trustee-administered funds. Payments to defined contribution benefit plans are charged as an expense to the income statement as they fall due.

Foreign currency

Functional and presentation currency

Items included in the consolidated financial statements are measured using the currency of the primary economic environment in which each company within the Group operates (functional currency). All companies within the Group have the U.S. dollar as their functional currency. The consolidated financial statements are presented in U.S. dollars.

Transactions and balances

Transactions in currencies other than the functional currency of the entities are recorded at the rates of exchange prevailing on the dates of the transactions. At each balance sheet date, monetary assets and liabilities that are denominated in foreign currencies are translated to the functional currency of the Group at the rates prevailing on the balance sheet date. Non-monetary assets and liabilities denominated in foreign currencies are translated to U.S. dollar at foreign exchange rates ruling at the dates the transactions were effected. Foreign currency differences arising on retranslation are recognized in profit or loss.

Provisions

A provision is recognized in the balance sheet when Azur Pharma has a present legal or constructive obligation as a result of a past event, and it is probable that an outflow of economic benefits will be required to settle the obligation.

Operating segment

Azur Pharma determines and presents operating segments based on the information that is provided internally to the Chief Executive Officer, who is Azur Pharma s Chief Operating Decision Maker (CODM). The CODM assesses the performance of the business, and allocates resources, based on the consolidated results of Azur Pharma for the period.

Azur Pharma is managed as a single business unit engaged in the development and marketing of pharmaceutical products. Accordingly, Azur Pharma operates in one reportable segment.

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New accounting standards adopted during the years ended December 31, 2010, 2009 and 2008

The following new standards and amendments to standards were mandatory for the first time for the financial years beginning January 1, 2010, 2009 and 2008, respectively, as set forth below. The adoption of these standards and amendments to standards did not have a significant impact on the financial position or results of operations of Azur Pharma, unless otherwise stated below.

Year beginning January 1, 2010

(a) IAS 1 (Amendment), *Presentation of Financial Statements* . The amendment clarifies that the potential settlement of a liability by the issue of equity is not relevant to its classification as current or non-current. By amending the definition of current liability, the amendment permits a liability to be classified as non-current (provided that the entity has an unconditional right to defer settlement by transfer of cash or other assets for at least 12 months after the accounting period) notwithstanding the fact that the entity could be required by the counterparty to settle in its own equity at any time.

(b) IAS 27 (Amendment), *Consolidated and Separate Financial Statements* . The amended standard requires the effects of all transactions with non-controlling interests to be recorded in equity if there is no change in control and these transactions will no longer result in goodwill on acquisitions from non-controlling interests or gains and losses on disposals to non-controlling interests. The standard also specifies the accounting when control is lost. Any remaining interest in the entity is re-measured to fair value, and a gain or loss is recognized in profit or loss.

(c) IAS 36 (Amendment), *Impairment of Assets* . The amendment clarifies that the largest cash-generating unit (or group of units) to which goodwill should be allocated for the purposes of impairment testing is an operating segment, as defined by paragraph 5 of IFRS 8, *Operating Segments* , (that is, before the aggregation of segments with similar economic characteristics).

(d) IAS 38 (Amendment), *Intangible Assets* . The amendment clarifies guidance in measuring the fair value of an intangible asset acquired in a business combination and permits the grouping of intangible assets as a single asset if each asset has similar useful economic lives.

(e) IFRS 2 (Amendment), *Group Cash-Settled Share-Based Payment Transactions* . In addition to incorporating IFRIC 8, *Scope of IFRS 2* , and IFRIC 11, *IFRS 2 Group and Treasury Share Transactions* , the amendments expand on the guidance in IFRIC 11 to address the classification of group arrangements that were not covered by that interpretation.

(f) IFRS 3 (Revised 2008), *Business Combinations* . The revised standard continues to apply the acquisition method to business combinations, with some significant changes. For example, all payments to purchase a business are recorded at fair value at the acquisition date, with contingent payments classified as debt subsequently re-measured through the income statement. There is a choice on an acquisition-by-acquisition basis to measure the non-controlling interest in the acquiree either at fair value or at the non-controlling interest s proportionate share of the acquiree s net assets. All acquisition-related costs should be expensed.

(g) IFRS 5 (Amendment), *Non-Current Assets Held for Sale and Discontinued Operations* . The amendment clarifies that IFRS 5 specifies the disclosures required in respect of non-current assets (or disposal groups) classified as held for sale or discontinued operations. It also clarifies that the general requirement of IAS 1 still apply, in particular paragraph 15 (to achieve a fair presentation) and paragraph 125 (sources of estimation uncertainty) of IAS 1.

(h) IFRIC 9, *Reassessment of Embedded Derivatives* and the amendments to IAS 39, *Financial Instruments: Recognition and Measurement* . These amendments require an entity to assess whether an embedded derivative should be separated from a host

contract when the entity reclassifies a hybrid financial asset out of the fair value through profit or loss category. This assessment is to be made based on circumstances that existed on the later of the date the entity first became a party to the

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contract and the date of any contract amendments that significantly change the cash flows of the contract. If the entity is unable to make this assessment, the hybrid instrument must remain classified as at fair value through profit or loss in its entirety.

(i) IFRIC 16, *Hedges of a Net Investment in a Foreign Operation*. This interpretation states that, in a hedge of a net investment in a foreign operation, qualifying hedging instruments may be held by any entity or entities within the group, including the foreign operation itself, as long as the designation, documentation and effectiveness requirements of IAS 39 that relate to a net investment hedge are satisfied. In particular, the group should clearly document its hedging strategy because of the possibility of different designations at different levels of the group.

(j) IFRIC 17, *Distributions of Non-Cash Assets to Owners*. This interpretation provides guidance on accounting for arrangements whereby an entity distributes non-cash assets to shareholders. IFRS 5 *Non-current Assets Held for Sale and Discontinued Operations*, has also been amended to require that assets are classified as held for distribution only when they are available for distribution in their present condition and the distribution is highly probable.

(k) IFRIC 18, *Transfer of Assets from Customers*. This interpretation clarifies the requirements of IFRS for agreements in which an entity receives from a customer an item of property, plant, and equipment that the entity must then use either to connect the customer to a network or to provide the customer with ongoing access to a supply of goods or services (such as a supply of electricity, gas or water).

Year beginning January 1, 2009

(a) IFRS 8, *Operating Segments*. This standard replaced IAS 14, *Segment Reporting*. IFRS 8 specifies how an entity should disclose information about its segments using a management approach under which segment information is presented on the same basis as that used for internal reporting.

(b) IFRS 7 (Amendment), *Financial Instruments: Disclosures*. The amendment requires enhanced disclosures about fair value measurement and liquidity risk. In particular, the amendment requires disclosure of fair value measurements by level using a fair value measurement hierarchy. We adopted the amendment to IFRS 7 from January 1, 2009.

(c) IAS 1 (Revised 2007), *Presentation of Financial Statements A Revised Presentation*. This standard sets overall requirements for the presentation of financial statements, guidelines for their structure and minimum requirements for their content. The revised standard aims to improve users ability to analyse and compare information given in financial statements. The revised standard prohibits the presentation of items of income and expenses (that is, non-owner changes in equity) in the statement of changes in equity, requiring non-owner changes in equity to be presented separately from owner changes in equity in a statement of comprehensive income.

(d) IAS 23 (Revised 2007), *Borrowing Costs*. The objective of IAS 23 is to prescribe the accounting treatment for borrowing costs. Borrowing costs include interest on bank overdrafts and borrowings, amortization of discounts or premiums on borrowings, finance charges on finance leases and exchange differences on foreign currency borrowings where they are regarded as an adjustment to interest costs.

(e) IFRIC 15, *Agreements for the Construction of Real Estate*. This interpretation standardises accounting practice across jurisdictions for the recognition of revenue by real estate developers for sales of units, such as apartments or houses, off plan that is, before construction is complete.

Year beginning January 1, 2008

(a) IFRIC 11, *IFRS 2 Group and Treasury Shares Transactions*. The interpretation addresses how share-based payment arrangements that affect more than one company in a group are accounted for in each company s financial statements. This interpretation was withdrawn as of January 1, 2010.

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(b) IFRIC 14, *IAS 19 The Limit on a Defined Benefit Asset, Minimum Funding Requirements and their Interaction* . This interpretation addresses the interaction between a minimum funding requirement and the limit placed by paragraph 58 of IAS 19 on the measurement of the defined benefit asset or liability.

Prospective accounting changes, new standards and interpretations not yet adopted

The following new or revised IFRS standards and IFRIC interpretations will be adopted for purposes of the preparation of future financial statements, where applicable. Azur Pharma does not anticipate that the adoption of these new or revised standards and interpretations will have a material impact on its financial position or results from operations, except for IFRS 9, which may impact the classification and measurement of some of Azur Pharma s financial instruments. Azur Pharma does not currently plan to early adopt this standard.

IAS 32 (Amendment), *Classification of Rights Issuers* (effective for fiscal periods beginning on or after February 1, 2010).

IFRIC 19, *Extinguishing Financial Liabilities with Equity Instruments* (effective for fiscal periods beginning on or after July 1, 2010).

IAS 24 (Revised 2009), *Related Party Disclosures* (effective for fiscal periods beginning on or after January 1, 2011).

IFRS 7 (Amendment), *Disclosure Transfers of Financial Assets* (effective for fiscal periods beginning on or after July 1, 2011).

IAS 12 (Amendment), *Deferred Tax: Recovery of Underlying Assets* (effective for fiscal periods beginning on or after January 1, 2012).

IAS 1 (Amendment), *Presentation of Items in other Comprehensive Income* (effective for fiscal periods beginning on or after July 1, 2012).

IFRS 9, *Financial Instruments* (effective for fiscal periods beginning on or after January 1, 2013).

IFRS 10, *Consolidated Financial Statements* (effective for fiscal periods beginning on or after January 1, 2013).

IFRS 11, *Joint Arrangements* (effective for fiscal periods beginning on or after January 1, 2013).

IFRS 12, *Disclosure of Interests in other Entities* (effective for fiscal periods beginning on or after January 1, 2013).

IFRS 13, *Fair Value Measurement* (effective for fiscal periods beginning on or after January 1, 2013).

IAS 19 (Revised 2011), *Employee Benefits* (effective for fiscal periods beginning on or after January 1, 2013).

IAS 27 (Amendment), *Separate Financial Statements* (effective for fiscal periods beginning on or after January 1, 2013).

IAS 28 (Amendment), *Investments in Associates and Joint Ventures* (effective for fiscal periods beginning on or after January 1, 2013).

The IASB s third annual improvements project, *Improvements to International Financial Reporting Standards 2010* , published on May 6, 2010 (effective dates are dealt with on a standard-by-standard basis (generally effective for periods beginning on or after January 1, 2011)).

4. Operating Segment

The operating segment is reported in a manner consistent with the internal reporting provided to the CODM, Azur Pharma s Chief Executive Officer, for each of the years ended December 31, 2010, 2009 and 2008.

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Azur Pharma is managed as a single business unit engaged in the marketing and development of pharmaceutical products. Accordingly, Azur Pharma operates in one reportable segment, and its Chief Executive Officer assesses the performance of the business, and allocates resources, from this perspective, based on the consolidated results of Azur Pharma for the period. The same accounting principles used for Azur Pharma as a whole are applied to segment reporting.

Azur Pharma s segment results of operations for the years ended December 31, 2010, 2009 and 2008 are as follows:

Analysis of results of operations by segment (in thousands):

	2010	2009	2008
Segment revenue	$ 83,199	$ 66,742	$ 56,815
Segment results net profit/(loss) after tax	9,537	(7,143)	(3,336)
Other segment information:			
Interest income	(71)	(48)	(664)
Depreciation and amortization	16,487	15,248	10,174
Income tax (benefit)/expense	(5,383)	264	305
Share-based compensation expense	332	281	449

Segment assets and segment liabilities (in thousands):

	2010	2009
Segment assets	$ 146,432	$ 116,118
Segment liabilities	(62,628)	(42,183)

Entity-wide disclosures:

The following provides geographical information with respect to the attribution of revenue from external customers and non-current assets between Azur Pharma s country of domicile and all foreign locations.

External revenue by region (by destination of customers) (in thousands):

	2010	2009	2008
Ireland country of domicile	$	$	$
Bermuda			
United States	83,199	66,742	56,815
Total revenue	$ 83,199	$ 66,742	$ 56,815

All revenue is derived from external customers and as Azur Pharma operates in one reportable segment, intersegment revenue is zero. All external revenue is derived from sales of pharmaceutical products in the United States. Revenue is attributed to countries on the basis of country of destination.

There are four customers that accounted for greater than 10% of Azur Pharma s revenues from external customers during 2010, 2009 and 2008 and the trade receivables balance at December 31, 2010 and 2009, as set forth below. No other customer accounted for more than 10% of our revenues during 2010, 2009 and 2008 or our trade receivables balance at December 31, 2010 and 2009.

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Revenue by customer:

	2010	2009	2008
McKesson Corporation	31%	38%	40%
Cardinal Health, Inc.	27%	28%	28%
AmerisourceBergen Corporation	19%	21%	20%
Integrated Commercialization Solutions Inc.	12%	%	%

Trade receivables by customer:

	2010	2009
McKesson Corporation	32%	37%
Cardinal Health, Inc.	25%	25%
AmerisourceBergen Corporation	18%	23%
Integrated Commercialization Solutions Inc.	15%	%

Total non-current assets by region (in thousands):

	2010	2009
Ireland country of domicile	$ 266	$ 356
Bermuda	53,751	54,319
United States	6,503	955
Total non-current assets	$ 60,520	$ 55,630

Non-current assets are attributed to countries based on the location of the non-current assets.

5. Finance Income

The finance income for the years ended December 31 is as follows (in thousands):

	2010	2009	2008
Interest income	$ 71	$ 48	$ 664
Unrealized gain on fair value of financial liability			99
Net finance income	$ 71	$ 48	$ 763

6. Finance Expense

The finance expense for the years ended December 31 is as follows (in thousands):

	2010	2009	2008
Unwinding of discount on deferred consideration	$ 355	$ 276	$ 329
Foreign currency exchange losses	166	120	66
Bank charges	39	128	23
Unrealized loss on fair value of financial liability	2,209	1,531	

Interest on borrowings	133		
Net finance expense	$ 2,902	$ 2,055	$ 418

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The unrealized loss on fair value of the financial liability arose on the revaluation of the ratchet shares, (see note 15).

7. Current and Deferred Tax

The following table sets forth the details of the provision for income taxes for the years ended December 31 (in thousands):

	2010	2009	2008
Current tax expense	$ 217	$ 264	$ 305
Deferred tax benefit origination of temporary differences	(5,600)		
Total income tax (benefit)/expense	$ (5,383)	$ 264	$ 305

A reconciliation of the expected tax expense/(benefit), computed by applying the standard Irish tax rate to profit/(loss) before income tax to the actual tax (benefit)/expense is as follows (in thousands):

	2010	2009	2008
Irish standard tax rate	12.5%	12.5%	12.5%
Taxes at the Irish standard rate	$ 519	$ (860)	$ (379)
Effect of:			
Non deductible expenses	334	236	31
Profits taxed at higher rates	75	31	71
Profits/(losses) creating no tax (charge)/benefit	(2,167)	245	30
Foreign income taxed at rates other than the Irish standard rate	1,110	264	301
Unutilized losses forward	343	348	251
Recognition of U.S. deferred tax asset	(5,600)		
Capital allowances in excess of depreciation	3		
Income tax (benefit)/expense	$ (5,383)	$ 264	$ 305

Deferred tax

Azur Pharma recognized a deferred tax asset of $5.6 million (2009: $0) at December 31, 2010. The deferred tax asset relates to tax benefits arising from temporary differences of $15.1 million primarily attributable to provisions for sales returns, rebates and charge-backs, which are not deductible for tax in the U.S., until the associated products are returned and rebates and chargebacks are claimed and paid.

As at December 31, 2010, based on Azur Pharma s detailed future income forecasts for the U.S. business, projected recurring U.S. profitability arising from the continued growth of the business in the United States, provided evidence to support the generation of sufficient future taxable income to conclude that these deferred tax assets are more likely than not to be realized in future years. The quantum of projected earnings is in excess of the pre-tax income necessary to realize the deferred tax assets. Previous to December 31, 2010, Azur Pharma determined it was not appropriate to recognize any deferred tax assets as the cumulative losses in recent years represented a significant piece of negative evidence.

In weighing up the positive and negative evidence for recognizing the deferred tax assets, Azur Pharma considered future taxable income exclusive of reversing temporary differences and carry-forwards; the timing of future reversals of existing taxable temporary differences; the expiry dates of tax credit carry-forwards and various other factors which may impact on the level of future profitability in the United States.

Realization of these deferred tax assets is probable in future periods based on the future taxable income expected to arise under the transfer pricing arrangements executed between the Parent Company and its U.S. subsidiary.

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The Group has no recognized deferred tax liabilities.

The following other deferred tax assets have not been recognized in the balance sheet as it is not probable that the assets will be realized in the near future.

	2010	2009
Deferred tax assets:		
Net operating losses	$ 7,225	$ 6,103
Temporary differences	8,887	14,569
Property, plant & equipment book value versus tax base	215	175
Total deductible differences	$ 16,327	$ 20,847
Unrecognized deferred tax assets	$ 4,229	$ 6,607
Unrecognized deferred tax assets by jurisdiction:		
Ireland	$ 906	$ 561
United States	3,323	6,046
	$ 4,229	$ 6,607

There is no expiry date for the unrecognized deferred tax assets which relate to Ireland or the United States.

8. Net Profit/(Loss) Per Share

Basic net profit/(loss) per share attributable to ordinary shareholders is computed by dividing the net profit/(loss) for the period attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding during the period. Diluted net profit/(loss) per share is computed by dividing the net profit/(loss) for the period by the weighted average number of ordinary shares outstanding and, when dilutive, adjusted for the effect of all dilutive potential ordinary shares, such as share options and ratchet shares. Vesting of the share options is contingent upon an exit event (defined as a sale of the Group, Initial Public Offering (IPO) or distribution of proceeds of an asset disposal), which did not occur in any periods presented. Similarly, the ratchet shares are issuable upon an exit event only if the internal rate of return on the related investment is less than a threshold level. Accordingly, neither share options nor the ratchet shares are considered dilutive potential ordinary shares in all periods presented.

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The following table sets forth the computation for basic and diluted net profit/(loss) per share for the years ended December 31, 2010, 2009 and 2008:

	2010	2009	2008
Numerator (in thousands, except share and per share amounts):			
Basic and diluted net profit/(loss) attributable to ordinary shareholders	$ 9,537	$ (7,143)	$ (3,336)
Denominator (amounts in thousands):			
Weighted average shares basic	41,667	41,667	41,667
Effect of dilutive potential ordinary shares:			
Add dilutive effect of share options			
Add dilutive effect of ratchet shares			
Weighted average shares diluted	41,667	41,667	41,667
Basic profit/(loss) per share attributable to ordinary shareholders:			
Basic profit/(loss) per share attributable to ordinary shareholders	$ 0.23	$ (0.17)	$ (0.08)
Diluted profit/(loss) per share attributable to ordinary shareholders:			
Diluted profit/(loss) per share attributable to ordinary shareholders	$ 0.23	$ (0.17)	$ (0.08)

9. Property, Plant and Equipment

	Office & Computer Equipment	Fixtures & Fittings (in thousands)	Total
Cost:			
At January 1, 2009	$ 310	$ 240	$ 550
Additions		207	207
Disposals	(48)		(48)
At December 31, 2009	$ 262	$ 447	$ 709
Additions	211		211
Disposals			
At December 31, 2010	$ 473	$ 447	$ 920
Accumulated depreciation:			
At January 1, 2009	$ 99	$ 19	$ 118
Charged in year	52	73	125
Disposals	(48)		(48)
At December 31, 2009	$ 103	$ 92	$ 195
Charged in year	69	89	158
Disposals			
At December 31, 2010	$ 172	$ 181	$ 353
Net book value:			

At December 31, 2010	$ 301	$ 266	$ 567
At December 31, 2009	$ 159	$ 355	$ 514

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10. Intangible Assets

	Intellectual Property (in thousands)
Cost:	
At January 1, 2009	$ 84,045
Additions	3,138
Disposals	(1,344)
At December 31, 2009	85,839
Additions	15,566
Disposals	
At December 31, 2010	$ 101,405
Accumulated depreciation:	
At January 1, 2009	$ 15,600
Charged in year	15,123
Disposals	
At December 31, 2009	30,723
Charged in year	16,329
Disposals	
At December 31, 2010	$ 47,052
Net book value:	
At December 31, 2010	$ 54,353
At December 31, 2009	$ 55,116

At December 31, 2010 intangible assets had a weighted average remaining estimated useful life of 5 years (2009: 5 years). The recoverable amount of the intangible assets is based on value in use calculations. Azur Pharma has prepared cash flow projections for these assets, including assumptions about future revenues and costs based on actual operating results extrapolated for between two and seven years using revenue and cost growth rates. Revenue growth rates are based on the prospects for individual products. Cost growth rates are based on expected cost inflation. The cash flows are discounted using pre-tax discount rates of 12%. No impairment charges arose in the year ended December 31, 2010.

On May 5, 2010 Azur Pharma acquired the worldwide rights (excluding Europe) to Prialt together with certain assets, from Elan Pharmaceuticals, Inc., for total consideration of $17.0 million, comprising cash consideration of $5.0 million payable upon close of the transaction and deferred consideration of $12.0 million (discounted to $10.9 million), payable in 2012. Transaction costs of $0.4 million were incurred on this acquisition.

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Net assets acquired at the acquisition date were as follows:

	Book value at Elan	Fair value adjustment	Fair value amount
		(in thousands)	
Intangible assets	$	$ 15,566	$ 15,566
Inventories		323	323
	$	$ 15,889	$ 15,889
Consideration:			
Cash			$ 5,000
Deferred consideration			$ 10,889
			$ 15,889

On December 7, 2009 Azur Pharma amended its license agreement with BioSante Pharmaceuticals, Inc., to reduce the percentage royalty and future milestones payable on net sales of Elestrin. Total consideration of $3.1 million comprised cash consideration of $1.0 million and discounted deferred consideration of $2.1 million. The deferred consideration was included within liabilities as at December 31, 2009 (see notes 13 and 15) and paid in 2010.

Generic formulations for Parcopa were launched in 2008 and for Niravam in 2009. Arising from the approval of generic competitors to these products, Azur Pharma reassessed the estimated useful life of the Parcopa and Niravam intangible asset and reduced its remaining useful life from three to two years. This reduction in the estimated useful life resulted in the recognition of incremental amortization of $1.3 million in 2009.

On September 11, 2008, Azur Pharma licensed the rights to Parcopa, Niravam, Kemstro and Fluxid from UCB Pharma Inc. for cash consideration of approximately $11.1 million. On December 5, 2008, Azur Pharma licensed the rights to Elestrin from BioSante Pharmaceuticals, Inc for up front cash consideration of approximately $2.9 million and discounted deferred consideration of $1.3 million, which became no longer payable pursuant to the December 2009 amendment to the license agreement.

11. Inventory

Product inventories at December 31 of each year consisted of the following (in thousands):

	2010	2009
Raw materials	$ 1,587	$ 1,947
Finished goods	1,418	2,443
Total inventory	$ 3,005	$ 4,390

The replacement cost of inventory does not differ materially from its carrying value.

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12. Trade and Other Receivables

Azur Pharma s trade and other receivables at December 31 of each year consisted of the following (in thousands):

	2010	2009
Trade receivables	$ 10,671	$ 9,516
Other receivables	509	782
Prepayments	1,493	2,486
Total trade and other receivables	$ 12,673	$ 12,784

Azur Pharma s exposure to credit and currency risk and impairment losses related to trade and other receivables are disclosed in note 18.

13. Accrued and Other Payables

Accrued and other payables at December 31 of each year consisted of the following (in thousands):

	2010	2009
Accrued sales discounts and allowances	$ 23,086	$ 15,785
Current component of deferred consideration (see note 15)	769	3,263
Other accrued liabilities	6,216	7,411
Total accrued and other current liabilities	$ 30,071	$ 26,459

Azur Pharma contributes to two defined contribution pension schemes for employees in the U.S. The Group s contributions to these plans, which were unpaid at the year end, amounted to $43,604 (2009: $26,131).

14. Loans and Borrowings

In November 2009, Azur Pharma Inc. and Azur Pharma Public Limited Company (formerly Azur Pharma Limited) (the Borrowers) entered into a one year loan facility to borrow up to a maximum of $5.0 million. This facility was later extended until November 2011. Interest is payable in arrears. The Borrowers had drawn down $5 million of this loan facility as at December 31, 2010 (2009: $2.5 million). Transaction costs of $0.01 million (2009: $0.08 million) incurred in respect of the facility have been recognized as an expense in the Group s income statement in 2010.

Azur Pharma has agreed to certain financial and operating covenants with respect to this facility and is in compliance with these covenants.

This loan facility was fully repaid subsequent to the reporting date, on October 18, 2011.

15. Other Financial Liabilities

Other financial liabilities at December 31 of each year consisted of the following (in thousands):

	2010	2009
Financial liability on ratchet shares	$ 9,431	$ 7,222
Deferred consideration	11,697	1,147
Total other financial liabilities	$ 21,128	$ 8,369

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Ratchet shares

The investors in a July 2007 financing subscribed for ordinary shares at 3.00 per share, and, in addition, were given the right to receive additional shares in the event the internal rate of return on their investment is less than a threshold level on the occurrence of an exit event, which is defined as a share sale, public listing or distribution of proceeds of an asset disposal. The maximum number of additional ordinary shares issuable pursuant to this right is 3,333,333 shares (such shares, the ratchet shares). The subscribers of any ratchet shares are only required to pay the nominal value of these ordinary shares in a circumstance in which they become entitled to exercise this right.

The fair value of the ratchet shares has been calculated by Azur Pharma using a Binominal Option Pricing Model. The fair value of the ratchet shares and the key assumptions used in determining the fair value are as follows:

	2010	2009
Fair value	0.592	0.453
Share price	2.50	2.20
Share price volatility	55.00%	55.00%
Risk free interest rate	1.33%	1.32%
Expected period before the ratchet shares are issued	1.0 year	2.0 years

Azur Pharma has determined volatility by considering the volatility of stock issued by a group of comparable publicly quoted pharmaceutical companies. The risk free interest rate assumption is based upon interest rates appropriate for the term of the ratchet shares.

The ratchet shares are accounted for on the balance sheet as a financial liability, and are re-measured at each balance sheet date, as the agreement provides the shareholders the option to purchase, for nominal value, a variable number of shares at a variable price. The initial fair value of the financial liability at July 2007, arising on the valuation of these ratchet shares, was $5.9 million (4.3 million). Azur Pharma recognized a (loss)/gain of $(2.2) million, $(1.5) million and $0.1 million on the revaluation of the ratchet share liability at December 31, 2010, 2009 and 2008, respectively.

Deferred consideration

The deferred consideration at December 31 of each year consisted of the following (in thousands):

	2010	2009
Due less than 1 year	$ 769	$ 3,263
Due between 1 and 2 years	11,697	805
Due between 2 and 5 years		342
Total deferred consideration	$ 12,466	$ 4,410

On May 5, 2010 Azur Pharma acquired the worldwide rights (excluding Europe) to Prialt from Elan Pharmaceuticals, Inc. and determined that discounted deferred consideration of $10.9 million (gross $12.0 million) would be payable in 2012. The former owners of FazaClo and Pharmelle are also entitled to deferred consideration depending on the performance of products acquired by Azur Pharma. At December 31, 2010, deferred consideration in respect of the Prialt, FazaClo and Pharmelle acquisitions amounted to $11.2 million, $1.0 million and $0.3 million, respectively. During 2010, Azur Pharma paid deferred consideration of $1.0 million in aggregate in respect of Pharmelle and FazaClo (2009: $1.3 million).

In December 2008, Azur Pharma acquired Elestrin and determined that discounted deferred consideration of $1.3 million (gross $1.5 million) would be paid as part of the cost for the acquisition of Elestrin. On December 7, 2009, Azur Pharma amended its license agreement with BioSante Pharmaceuticals, Inc., to reduce the percentage

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royalty and future milestones payable on net sales of Elestrin. Arising from this amendment, aggregate discounted deferred consideration of $2.1 million was included within liabilities as at December 31, 2009 and subsequently paid in 2010.

In accordance with Azur Pharma s policy, deferred consideration amounts that are contingent on the performance of the products acquired by Azur Pharma have been probability weighted. All deferred consideration amounts have been discounted to reflect their fair value at the date of acquisition and subsequently re-measured to fair value at each reporting date.

Azur Pharma has a contingent milestone payment obligation of $10.5 million due to the original developer of FazaClo if the Group s net sales of FazaClo exceed $40.0 million over a rolling four quarter period. Azur Pharma s net sales of FazaClo have not exceeded and are not expected to exceed $40.0 million in any rolling four quarter period. Accordingly, no liability has been recorded related to this potential obligation.

16. Share Capital

Share capital at December 31 of each year consisted of the following (in thousands, except share and per share amounts):

	2010	2009
Authorised:		
80,000,000 Ordinary Shares of 0.01 each	$ 970	$ 970
2,000,000 Deferred Shares of 0.10 each	243	243
	$ 1,213	$ 1,213

	2010	2009
Allotted, called up and fully paid:		
41,666,667 Ordinary Shares of 0.01 each	$ 523	$ 523

17. Share-Based Compensation

The Parent Company grants share options to employees under the Parent Company share option plan. The options are granted at fixed exercise prices equal to the estimated fair value of the Parent Company s shares at the date of grant. The fair value of services received in return for share options granted is measured by reference to the fair value of share options granted. The estimate of the fair value is calculated using the Black Scholes Option Pricing Model.

	2010 Number	2009 Number
Options outstanding at January 1,	1,186,750	1,057,000
Options granted during the year	95,000	226,750
Options forfeited during the year	(24,250)	(97,000)
Options outstanding at December 31,	1,257,500	1,186,750
Exercisable at December 31, upon vesting event	941,320	718,961

The options outstanding at December 31, 2010 had an exercise price range of 2.00 to 3.00 (2009: 2.00 to 3.00) and a weighted average remaining contractual life of 7 years (2009: 7 years). The options are not exercisable until completion of a liquidity event. A liquidity event is defined in the share option plan as a public listing or an acquisition of Azur Pharma. The options have a four year vesting schedule (with quarterly increments) that determines how many options would vest upon completion of a public listing or an acquisition of the Company. The remaining options will continue vesting thereafter. In the event of an acquisition of Azur Pharma, all options will vest immediately.

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No share options were granted to non-employees in the years ended December 31, 2010 and December 31, 2009.

At December 31, 2010, total unrecognized share-based compensation expense amounted to $287,093 (2009: $520,748), which the Parent Company expects to recognize over a weighted average vesting period of 2 years (2009: 3 years).

The share-based compensation expense recognized in the income statement is as follows (in thousands):

	2010	2009	2008
General and administrative expenses	$ 332	$ 281	$ 449

The fair value of share options and assumptions were as follows:

	March 2010	June 2010	March 2009
Fair value at grant date	$ 1.59	$ 1.76	$ 1.95
Share price	2.20	2.50	2.20
Exercise price	2.20	2.50	2.20
Expected dividend yield			
Share price volatility	67.05%	72.97%	71.26%
Risk free interest rate	2.85%	3.87%	3.24%
Expected duration	4 years	4 years	4 years

Azur Pharma has determined volatility by considering the volatility of stock issued by a group of comparable publicly quoted pharmaceutical companies. The risk free interest rate assumption is based upon interest rates appropriate for the term of Azur Pharma s employee stock options. The dividend yield assumption is based on the expectation that Azur Pharma will not pay dividends.

18. Financial Risk Management

Azur Pharma s operations expose it to various financial risks in the ordinary course of business that include foreign currency risk, interest rate risk, credit risk and liquidity risk.

Azur Pharma manages its financial risk exposures on a group wide basis and seeks to reduce the exposure of significant risks through a process of controlling, monitoring and reporting. Planning and budgetary processes increase the opportunity for early warnings of financial risk. Monthly financial reporting aids the identification of risk areas by management. Azur Pharma s approach to the management of these financial risks is further described for each risk area below.

(a) Estimation of fair values

Set out below are the major methods and assumptions used in estimating the fair values of the financial assets and liabilities. There is no material difference between the fair value of these assets and liabilities and their carrying amounts.

Cash and cash equivalents

The carrying amount of cash and cash equivalents at amortized cost is deemed to reflect its fair value, as although Azur Pharma earns fixed rates of interest on certain cash deposits with financial institutions, these are currently short term deposits with maturities of one month or less.

Trade and other receivables and trade payables

The nominal amount of all trade and other receivables and trade payables less impairment provisions, where necessary, is deemed to reflect fair value.

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Accrued liabilities, accrued social welfare, amounts owing to related parties

The amounts payable are expected to be settled within one year and so the carrying value is deemed to reflect fair value.

Loans and borrowings

Fair value for loans and borrowings is calculated based on the present value of future contractual principal plus interest cash flows, discounted at appropriate market rates of interest.

Other financial liabilities

In accordance with Azur Pharma s policy, amounts payable in respect of deferred consideration have been discounted to reflect their fair value at the date of acquisition and are subsequently re-measured to fair value at each reporting date. The financial liability arising in respect of the ratchet shares has been valued at fair value using the Binominal Option Pricing Model.

(b) Financial assets and liabilities

Fair value is the amount at which a financial instrument could be exchanged in an arm s length transaction between informed and willing parties, other than in a forced liquidation or sale.

The carrying value and fair value of Azur Pharma s financial assets and financial liabilities by category were as follows (in thousands):

	Loans and receivables	Liabilities at amortized cost	Total carrying value	Total fair value
December 31, 2010				
Cash and cash equivalents	$ 70,234	$	$ 70,234	$ 70,234
Trade receivables	10,671		10,671	10,671
Other receivables	509		509	509
Trade payables		(6,362)	(6,362)	(6,362)
Ratchet shares financial liability		(9,431)	(9,431)	(9,431)
Deferred consideration		(12,466)	(12,466)	(12,466)
Accrued sales discounts and allowances		(9,724)	(9,724)	(9,724)
Accrued sales returns		(13,362)	(13,362)	(13,362)
Accrued liabilities other		(6,216)	(6,216)	(6,216)
Income tax payable		(67)	(67)	(67)
Loans and borrowings		(5,000)	(5,000)	(5,000)
At December 31, 2010	$ 81,414	$ (62,628)	$ 18,786	$ 18,786

	Loans and receivables	Liabilities at amortized cost	Total carrying value	Total fair value
December 31, 2009				
Cash and cash equivalents	$ 43,314	$	$ 43,314	$ 43,314
Trade receivables	9,516		9,516	9,516
Other receivables	782		782	782
Trade payables		(4,778)	(4,778)	(4,778)
Ratchet shares financial liability		(7,222)	(7,222)	(7,222)
Deferred consideration		(4,410)	(4,410)	(4,410)
Accrued sales discounts and allowances		(8,888)	(8,888)	(8,888)

Accrued sales returns		(6,897)	(6,897)	(6,897)
Accrued liabilities other		(7,411)	(7,411)	(7,411)
Income tax payable		(77)	(77)	(77)
Loans and borrowings		(2,500)	(2,500)	(2,500)
At December 31, 2009	$ 53,612	$ (42,183)	$ 11,429	$ 11,429

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(c) Market risk

Interest rate risk

Azur Pharma has $5.0 million in borrowings drawn down under a $5.0 million credit facility. A 5% increase or decrease in interest rates would not have a significant impact on Azur Pharma s results. This credit facility was repaid on October 18, 2011.

Azur Pharma s policy is to ensure that its cash is secure and held in short term fixed deposit accounts or current accounts with financial institutions. Azur Pharma currently has cash in short term deposits with financial institutions, earning interest at various variable and fixed interest rates. These interest rates vary from 0.37% to 2%. A 5% decrease in the interest rate would have the effect of decreasing interest income by approximately $3,500 (2009: $3,000). A 5% increase in the interest rate would have the equal and opposite effect.

Foreign currency risk

The majority of Azur Pharma s assets and liabilities are denominated in U.S. dollars. Azur Pharma s principal currency exposure is euro denominated expenses. Azur Pharma does not hedge these exposures as the majority of revenues and costs incurred by Azur Pharma are in U.S. dollars. A 5% strengthening of the U.S. dollar exchange against the euro would have the effect of decreasing reported costs by $211,000 (2009: $195,000). A 5% weakening of the U.S. dollar would have the opposite effect.

(d) Credit risk

Credit risk is the risk of financial loss to Azur Pharma if a customer or counterparty to a financial instrument fails to meet contractual obligations, and arises principally from Azur Pharma s cash and cash equivalents and its receivables from customers. The carrying amount of financial assets, as set forth in note 18(b) represents the maximum credit exposure.

At December 31, 2010 Azur Pharma had a significant concentration of credit risk given that four of its customers each accounted for greater than 10% of its trade receivables balance. Azur Pharma considers the credit risk pertaining to these customers to be insignificant and continually monitors customer accounts and credit granted to its customers.

Azur Pharma s receivables arise from sales made to wholesalers in the U.S. The aging of trade receivables at December 31 was as follows (in thousands):

	2010	2009
Not past due	$ 10,671	$ 9,516
Past due 0-30 days		
Past due 31-120 days		
Total receivables	$ 10,671	$ 9,516

There was no impairment provision for trade receivables at December 31, 2010, 2009 and 2008.

(e) Liquidity risk

At December 31, 2010 Azur Pharma had cash balances of $70.2 million (2009: $43.3 million). The directors of Azur Pharma are satisfied that Azur Pharma has sufficient cash funds to meet its liabilities as they fall due.

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The maturity profile of the contractual undiscounted cash flows of financial liabilities is as follows (in thousands):

	Carrying amount	Cash flow	Less than 1 year	1 to 2 years	2 to 5 years	More than 5 years
At December 31, 2010:						
Deferred consideration	$ 12,466	$ 13,312	$ 808	$ 12,504	$	$
Trade payables	6,362	6,362	6,362			
Accrued liabilities	29,302	29,302	29,302			
Income tax payable	67	67	67			
Loans and borrowings	5,000	5,157	5,157			
Total	$ 53,197	$ 54,200	$ 41,696	$ 12,504	$	$

All liabilities are non-derivative financials liabilities.

	Carrying amount	Cash flow	Less than 1 year	1 to 2 years	2 to 5 years	More than 5 years
At December 31, 2009:						
Deferred consideration	$ 4,410	$ 4,500	$ 3,316	$ 798	$ 386	$
Trade payables	4,778	4,778	4,778			
Accrued liabilities	23,196	23,196	23,196			
Income tax payable	77	77	77			
Loans and borrowings	2,500	2,626	2,626			
Total	$ 34,961	$ 35,177	$ 33,993	$ 798	$ 386	$

All liabilities are non-derivative financials liabilities.

19. Commitments

Non cancellable operating lease rentals at December 31 of each year are payable as follows (in thousands):

	2010	2009
Less than one year	$ 814	$ 570
Between one and five years	1,187	1,210
Thereafter	3,790	4,064
Total	$ 5,791	$ 5,844

Azur Pharma leases property from a director of Azur Pharma. Please see further details in note 20.

There were no capital commitments at December 31, 2010.

20. Related party transactions

Azur Pharma has related party relationships with its directors and executive officers.

(a) Transactions with founding members and shareholders

In October 2008, Azur Pharma leased property (its Dublin office) from a director of Azur Pharma, at a then-current market rate, for a period through October 2029. Rentals paid on this lease in the year amounted to $274,942, $215,705 and $302,541 in the years ended December 31, 2010, 2009 and 2008, respectively. There were no amounts unpaid at December 31, 2010 and 2009.

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(b) Development agreement dated May 30, 2011 between Circ Pharma Limited/Circ Pharma Research and Development Limited and Azur Pharma Research Limited

On May 30, 2011 Azur Pharma entered into an agreement with Circ Pharma Limited/Circ Pharma Research and Development Limited (Circ) whereby it obtained an option to license certain rights and assets in relation to Tramadol (a chronotherapeutic formulation) and to conduct certain development activities. Azur Pharma paid Circ $0.25 million for this option, which has been recognized as research and development expense.

21. Post Balance Sheet Events

On July 6, 2011 Azur Pharma and CIMA Labs, Inc. entered into an agreement with Teva Pharmaceuticals USA, Inc. (Teva) to settle patent litigation regarding Teva s filing of an Abbreviated New Drug Application (ANDA) seeking approval for a generic version of FazaClo original strengths. Under the terms of the settlement agreement, Teva was granted a license to have manufactured, marketed and sell a generic version of FazaClo on dates ranging from the third quarter 2012, for the original strengths of FazaClo to mid 2015, for the higher dosage strengths of FazaClo, or earlier in certain circumstances. No liability was incurred by Azur Pharma in respect of the settlement agreement. In August 2011, Azur Pharma received a Paragraph IV certification notice from Teva advising that Teva had filed an ANDA with the FDA seeking approval to market a generic version for the higher dosage strengths of FazaClo.

On September 19, 2011 Azur Pharma entered into the Merger Agreement with Jazz Pharmaceuticals, Merger Sub and Seamus Mulligan, solely in his capacity as the representative for the Azur Pharma securityholders. Under the terms of the Merger Agreement, Jazz Pharmaceuticals and Azur Pharma will combine their businesses in a stock transaction in which (a) Azur Pharma will first carry out a reorganization of its capital structure and be renamed Jazz Pharmaceuticals plc, and (b) Merger Sub will merge with and into Jazz Pharmaceuticals (the Merger), with Jazz Pharmaceuticals as the surviving corporation in the Merger as a wholly owned subsidiary of Azur Pharma. Immediately following the Merger, the former securityholders of Jazz Pharmaceuticals would own slightly under 80% of the fully-diluted capitalization of Jazz Pharmaceuticals plc, with the historic Azur Pharma shareholders owning slightly over 20%, as calculated and adjusted in accordance with schedule 1 of the Merger Agreement. The transaction, which has been approved by the boards of directors of Jazz Pharmaceuticals and Azur Pharma, is subject to approval by the stockholders of Jazz Pharmaceuticals and the satisfaction of customary closing conditions and regulatory approvals, including antitrust approvals in the U.S. The transaction is expected to close during the first quarter of 2012.

As a result of the proposed Merger and based on the performance of Azur Pharma, it is not probable, upon the close of the Merger, that the ratchet shares will be eligible for exercise. Subject to the closing of the Merger, the ratchet share financial liability will be extinguished in conjunction with the occurrence of the exit event.

The $5.0 million loan facility was fully repaid subsequent to the reporting date, on October 18, 2011.

On October 19, 2011, Dr. Neal Cutler, one of the original owners of FazaClo, filed a complaint against Azur Pharma and one of its subsidiaries, as well as Avanir Pharmaceuticals, Inc., in California state court. The complaint, among other things, alleges that Azur Pharma and its subsidiary breached certain contractual obligations relating to contingent payments in respect of FazaClo. Azur Pharma acquired rights to FazaClo from Avanir in 2007. As part of the acquisition, Azur Pharma s subsidiary agreed to assume certain contingent payment obligations owing to Dr. Cutler and certain other persons in relation to FazaClo. The remaining contingent payments which could be payable if certain net sales thresholds are achieved are $10.5 million and $25 million. The complaint does not specify the damages sought, but alleges, among other things, that Dr. Cutler is entitled to one or both of such contingent payments. Azur Pharma intends to vigorously defend itself in connection with this complaint; however, there can be no assurance of the outcome.

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On October 13, 2011 Azur Pharma effected a capital reorganization. Pursuant to this reorganization, Azur Pharma created a new class of ordinary shares denominated in U.S. dollars, an amount of Azur Pharma s share premium account was capitalized and issued to the Azur Pharma shareholders pro rata to their existing holdings by way of bonus issue of U.S. dollar ordinary shares to existing members and the existing ordinary share capital denominated in Euro was acquired by Azur Pharma for nil consideration and cancelled subject to the conversion of Azur Pharma to a public limited company (save for a number of shares which were re-designated as Euro deferred shares and which were not cancelled for the purpose of re-registration as a public limited company). Immediately following this capital reorganization, the share capital consisted of the following (in thousands except share and per share amounts):

Authorized	
100,000,000,000 Ordinary Shares of $0.0001 each	$ 10,000
41,666,667 Euro Deferred Shares of 0.01 each	416.67
2,000,000 Dollar Deferred Shares of $0.0001 each	$ 0.2
Allotted, called up and fully paid	
41,666,667 Ordinary Shares of $0.0001 each	$ 4.16667
4,000,000 Euro Deferred Shares of 0.01 each	40

Effective October 20, 2011, Azur Pharma was re-registered from a private limited liability company to a public limited company.

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Azur Pharma Public Limited Company

Unaudited Interim Condensed Consolidated Income Statements

For the Six Month Periods Ended June 30, 2011 and 2010

	Notes	Six Months Ended June 30, 2011	2010
		(in thousands except per share data)	
Revenue continuing operations	3	$ 45,575	$ 37,428
Cost of sales		(7,947)	(9,603)
Gross margin		37,628	27,825
Operating expenses:			
General and administrative expenses		(11,950)	(13,430)
Sales and marketing expenses		(15,457)	(12,014)
Research and development expenses		(2,480)	(1,009)
Total operating expenses		(29,887)	(26,453)
Profit from ordinary activities continuing activities		7,741	1,372
Finance income		129	
Finance expense		(2,354)	(1,331)
Net finance expense		(2,225)	(1,331)
Profit before income taxes		5,516	41
Income tax expense	4	(362)	(58)
Net profit/(loss) for the period attributable to ordinary shareholders		$ 5,154	$ (17)
Net profit/(loss) per share attributable to ordinary shareholders:			
Basic and diluted	5	$ 0.12	$ (0.00)
Weighted-average shares used in computing net profit/(loss) per share:			
Basic and diluted	5	41,667	41,667

The accompanying notes are an integral part of these Unaudited Interim Condensed Consolidated Financial Statements.

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Azur Pharma Public Limited Company

Unaudited Interim Condensed Consolidated Statements of Comprehensive Income

For the Six Month Periods Ended June 30, 2011 and 2010

	Six Months Ended June 30,	
	2011	2010
	(in thousands)	
Net profit/(loss) for the period	$ 5,154	$ (17)
Total comprehensive income/(loss) for the period attributable to equity shareholders	$ 5,154	$ (17)

The accompanying notes are an integral part of these Unaudited Interim Condensed Consolidated Financial Statements.

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Azur Pharma Public Limited Company

Unaudited Interim Condensed Consolidated Balance Sheets

As of June 30, 2011 and December 31, 2010

	Notes	June 30, 2011	December 31, 2010
		(in thousands)	
ASSETS			
Non-current assets:			
Property, plant and equipment	6	$ 464	$ 567
Intangible assets	7	48,450	54,353
Deferred tax asset	4	5,843	5,600
Total non-current assets		54,757	60,520
Current assets:			
Inventory	8	5,012	3,005
Trade and other receivables	9	15,794	12,673
Cash and cash equivalents		78,461	70,234
Total current assets		99,267	85,912
Total assets		$ 154,024	$ 146,432
LIABILITIES AND SHAREHOLDERS EQUITY			
Current liabilities:			
Trade payables		$ 2,958	$ 6,362
Accrued and other payables	10	40,962	30,071
Loans and borrowings	11	5,000	5,000
Income tax payable		65	67
Total current liabilities		48,985	41,500
Non-current liabilities:			
Other financial liabilities	12	15,951	21,128
Total liabilities		64,936	62,628
Shareholders equity:			
Share capital		523	523
Share premium		84,718	84,718
Share based compensation reserve		1,660	1,530
Retained profit/(loss)		2,187	(2,967)
Total shareholders equity		89,088	83,804
Total liabilities and shareholders equity		$ 154,024	$ 146,432

The accompanying notes are an integral part of these Unaudited Interim Condensed Consolidated Financial Statements.

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Azur Pharma Public Limited Company

Unaudited Interim Condensed Consolidated Statements of Changes in Shareholders Equity

For the Six Month Periods Ended June 30, 2011 and 2010

	Number of Shares	Share Capital	Share Premium	Share-based Compensation Reserve	Retained profit/(loss)	Total Shareholders Equity
				(in thousands, except share amounts)		
Balance at January 1, 2010	41,666,667	$ 523	$ 84,718	$ 1,198	$ (12,504)	$ 73,935
Comprehensive income:						
Net loss after tax					(17)	(17)
Total comprehensive loss						(17)
Transactions with owners of the Company, recognized directly in equity:						
Share-based compensation				219		219
Balance at June 30, 2010	41,666,667	523	84,718	1,417	(12,521)	74,137
Comprehensive income:						
Net profit after tax					9,554	9,554
Total comprehensive income						9,554
Transactions with owners of the Company, recognized directly in equity:						
Share-based compensation				113		113
Balance at December 31, 2010	41,666,667	523	84,718	1,530	(2,967)	83,804
Comprehensive income:						
Net profit after tax					5,154	5,154
Total comprehensive income						5,154
Transactions with owners of the Company, recognized directly in equity:						
Share-based compensation				130		130
Balance at June 30, 2011	41,666,667	$ 523	$ 84,718	$ 1,660	$ 2,187	$ 89,088

The accompanying notes are an integral part of these Unaudited Interim Condensed Consolidated Financial Statements.

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Azur Pharma Public Limited Company

Unaudited Interim Condensed Consolidated Statements of Cash Flows

For the Six Month Periods Ended June 30, 2011 and 2010

	Six Months Ended June 30,	
	2011	2010
	(in thousands)	
Cash flows from operating activities:		
Net profit/(loss) for the period	$ 5,154	$ (17)
Adjustments to reconcile net profit/(loss) to net cash provided by operating activities:		
Depreciation of property, plant and equipment	103	71
Amortization of intangible assets	5,903	7,906
Share-based compensation expense	130	219
Unwinding of discount on deferred consideration	290	(8)
Foreign exchange (gain)/loss	(11)	209
Interest (income)/expense	(118)	11
Income tax expense	362	58
Unrealized loss on financial liability on ratchet shares	1,805	1,105
Operating cash inflow before changes in working capital	13,618	9,554
Net changes in assets and liabilities:		
Increase/(decrease) in trade and other payables	1,034	(1,149)
Increase in trade and other receivables	(3,121)	(2,786)
(Increase)/decrease in inventory	(2,007)	984
Cash provided by operating activities	9,524	6,603
Interest received/(paid)	118	(11)
Income tax paid	(608)	(13)
Net cash provided by operating activities	9,034	6,579
Cash flows from investing activities:		
Acquisition of intangible assets		(4,677)
Payments of deferred consideration for acquisitions of intangible assets	(818)	(2,885)
Net cash used in investing activities	(818)	(7,562)
Net increase/(decrease) in cash and cash equivalents	8,216	(983)
Cash and cash equivalents at beginning of period	70,234	43,314
Effect of exchange rate fluctuations on cash held	11	(209)
Cash and cash equivalents at end of period	$ 78,461	$ 42,122

The accompanying notes are an integral part of these Unaudited Interim Condensed Consolidated Financial Statements.

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Azur Pharma Public Limited Company

NOTES TO THE UNAUDITED INTERIM CONDENSED CONSOLIDATED

FINANCIAL STATEMENTS

1. Basis of Preparation

As used herein, Azur Pharma , the Company , its or it , refer to Azur Pharma Public Limited Company (*formerly known as Azur Pharma Limited*) (the Parent Company) and its consolidated subsidiaries (collectively, the Group). Azur Pharma was re-registered as a public limited company, effective October 20, 2011. Azur Pharma is a public limited company incorporated under the laws of Ireland in March 2005. The Company is engaged in the acquisition, development and commercialization of therapeutic products for the central nervous system and women s health areas.

On September 19, 2011 Azur Pharma entered into an Agreement and Plan of Merger and Reorganization (the Merger Agreement) with Jazz Pharmaceuticals, Inc. (Jazz Pharmaceuticals), Jaguar Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of Azur (Merger Sub), and Seamus Mulligan, solely in his capacity as the representative for the Azur Pharma security holders (see note 16).

These unaudited interim condensed consolidated financial statements (interim financial statements) have been prepared in conformity with IAS 34, *Interim Financial Reporting* (IAS 34) as issued by the International Accounting Standards Board (IASB). Accordingly, they do not include all information and footnotes required by International Financial Reporting Standards (IFRS) as issued by the IASB, for complete annual financial statements and should be read in conjunction with our financial statements as at and for the year ended December 31, 2010. In the opinion of management, all adjustments considered necessary for fair presentation have been included.

These interim financial statements are presented in U.S. dollars, the U.S. dollar being the functional currency of Azur Pharma. They are prepared on the historical cost basis, except for financial instruments which are stated at fair value, and share-based payments, which are based on fair value determined as at the grant date of the relevant share options.

These interim financial statements include the accounts of the Parent Company and the Group companies. All significant intercompany account balances, transactions, and any unrealized gains and losses or income and expenses arising from intercompany transactions have been eliminated in preparing the interim financial statements.

The preparation of interim financial statements requires management to make judgments, estimates and assumptions that affect the application of policies and reported amounts of assets and liabilities, income and expenses. Actual results could differ materially from these estimates. In preparing these interim financial statements, the critical judgments made by management in applying Azur Pharma s accounting policies and the key sources of estimation uncertainty were the same as those that applied to the consolidated financial statements as at and for the year ended December 31, 2010.

The year-end Condensed Consolidated Balance Sheet data presented for comparative purposes was derived from the audited Consolidated Financial Statements, but does not include all disclosures required by IFRS as issued by the IASB. The results of operations for the six month periods ended June 30, 2011 and 2010 are not necessarily indicative of the operating results for the full year or for any other subsequent interim period.

These interim financial statements were approved by the directors of Azur Pharma on October 21, 2011.

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2. Significant Accounting Policies

The accounting policies applied in these interim financial statements are consistent with those applied in our consolidated financial statements as at and for the year ended December 31, 2010.

The following new interpretations and amendments to standards are mandatory for the first time for the financial period beginning January 1, 2011.

IAS 32 (Amendment), *Classification of Rights Issuers* (effective for fiscal periods beginning on or after February 1, 2010).

IFRIC 19, *Extinguishing Financial Liabilities with Equity Instruments* (effective for fiscal periods beginning on or after July 1, 2010).

IAS 24 (Revised 2009), *Related Party Disclosures* (effective for fiscal periods beginning on or after January 1, 2011).

IFRS 7 (Amendment), *Disclosure Transfers of Financial Assets* (effective for fiscal periods beginning on or after July 1, 2011).

The IASB s third annual improvements project, *Improvements to International Financial Reporting Standards 2010* , published on May 6, 2010 (effective dates are dealt with on a standard-by-standard basis (generally effective for periods beginning on or after January 1, 2011)).

The adoption of these amendments to standards and interpretations did not impact on the financial position or results from operations.

3. Operating Segment

The operating segment is reported in a manner consistent with the internal reporting provided to the chief operating decision maker, Azur Pharma s Chief Executive Officer.

Azur Pharma is managed as a single business unit engaged in the marketing and development of pharmaceutical products. Accordingly, Azur Pharma operates in one reportable segment, and Azur Pharma s Chief Executive Officer assesses the performance of the business, and allocates resources, from this perspective, based on the consolidated results of Azur Pharma for the period. The same accounting principles used for Azur Pharma as a whole are applied to segment reporting.

Segment operating performance for the six month periods ended June 30 was as follows (in thousands):

	Six Months Ended June 30,	
	2011	**2010**
Segment revenue all from external customers	$ 45,575	$ 37,428
Segment results net profit/(loss) after tax	5,154	(17)

Other segment information for the six month periods ended June 30 was as follows (in thousands):

	Six Months Ended June 30,	
	2011	**2010**
Interest income/(expense)	$ 118	$ (11)
Depreciation and amortization	6,006	7,977

Income tax expense	362	58
Share based compensation expense	130	219

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Segment assets and liabilities as at June 30, 2011 and December 31, 2010 were as follows (in thousands):

	June 30, 2011	December 31, 2010
Segment assets	$154,024	$146,432
Segment liabilities	64,936	62,628

Entity-wide disclosures:

The following provides geographical information with respect to the attribution of revenues from external customers for the six month periods ended June 30 and non-current assets at June 30, 2011 and December 31, 2010 between Azur Pharma s country of domicile and all foreign locations:

External revenue by region (by destination of customers) (in thousands):

	Six Months Ended June 30, 2011	2010
Ireland Country of domicile	$	$
Bermuda		
United States	45,575	37,428
Total revenues	$ 45,575	$ 37,428

All revenue is derived from external customers and as Azur Pharma operates in one reportable segment, intersegment revenue is zero. All external revenue is derived from sales of pharmaceutical products in the U.S. Revenue is attributed to countries on the basis of country of destination.

There are four customers that accounted for greater than 10% of Azur Pharma s revenues from external customers during the six month period ended 2011 and 2010 and the trade receivables balance at June 30, 2011 and December 31, 2010, as set forth below. No other customer accounted for more than 10% of our revenues during 2010, 2009 and 2008 or our trade receivables balance at December 31, 2010 and 2009.

Revenue by customer:

	Six Months Ended June 30, 2011	2010
McKesson Corporation	29%	35%
Cardinal Health, Inc.	25%	27%
AmerisourceBergen Corporation	18%	20%
Integrated Commercialization Solutions Inc.	18%	%

Trade receivables by customer:

	June 30, 2011	December 31, 2010
McKesson Corporation	33%	32%
Cardinal Health, Inc.	25%	25%
AmerisourceBergen Corporation	17%	18%
Integrated Commercialization Solutions Inc.	16%	15%

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Total non-current assets by region (in thousands):

	June 30, 2011	December 31, 2010
Ireland Country of domicile	$ 221	$ 266
Bermuda	47,933	53,751
United States	6,603	6,503
Total non-current assets	$ 54,757	$ 60,520

Non-current assets are attributed to countries based on the location of the non-current assets.

4. Current and Deferred Tax

The following table sets forth the details of the provision for income taxes for the six month periods ended June 30 (in thousands):

	Six Months Ended June 30, 2011	2010
Current tax expense	$ 605	$ 58
Deferred tax benefit origination of temporary differences	(243)	
Total income tax expense	$ 362	$ 58

Deferred tax

Azur Pharma had recognized deferred tax assets of $5.8 million at June 30, 2011 *(December 31, 2010: $5.6 million)*. The deferred tax assets relate to tax benefits arising from temporary differences of $15.8 million *(December 31, 2010: $15.1 million*) primarily attributable to provisions for sales returns, rebates and charge-backs, which are not deductible for tax in the U.S., until the associated products are returned and rebates and chargebacks are claimed and paid.

As at June 30, 2011 and December 31, 2010, based on Azur Pharma s detailed future income forecasts for the U.S. business, projected recurring U.S. profitability arising from the continued growth of the business in the United States, provided evidence to support the generation of sufficient future taxable income to conclude that these deferred tax assets are more likely than not to be realized in future years. The quantum of projected earnings is in excess of the pre-tax income necessary to realize the deferred tax assets. Previous to December 31, 2010, Azur Pharma determined it was not appropriate to recognize any deferred tax assets as the cumulative losses in recent years represented a significant piece of negative evidence.

In weighing up the positive and negative evidence for recognizing the deferred tax assets, Azur Pharma considered future taxable income exclusive of reversing temporary differences and carry-forwards; the timing of future reversals of existing taxable temporary differences; the expiry dates of tax credit carry-forwards and various other factors which may impact on the level of future profitability in the United States.

Realization of these deferred tax assets is probable in future periods based on the future taxable income expected to arise under the transfer pricing arrangements executed between Azur Pharma and its U.S. subsidiary. Azur Pharma Inc. has no recognized deferred tax liabilities.

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The following other deferred tax assets have not been recognized in the balance sheets at June 30, 2011 and December 31, 2010, as it is not probable that the assets will be realized in the near future (in thousands):

	June 30, 2011	December 31, 2010
Net operating losses	$ 7,695	$ 7,225
Temporary differences	8,871	8,887
Property, plant and equipment book value versus tax base	316	215
Total deductible differences	$ 16,882	$ 16,327
Unrecognized deferred tax assets	$ 4,294	$ 4,229

There is no expiry date for the unrecognized deferred tax assets which relate to Ireland or the United States.

5. Net Profit/(Loss) Per Share

Basic net profit/(loss) per share attributable to ordinary shareholders is computed by dividing the net profit/(loss) for the period attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding during the period. Diluted net profit/(loss) per share is computed by dividing the net profit/(loss) for the period by the weighted average number of ordinary shares outstanding and, when dilutive, adjusted for the effect of all dilutive potential ordinary shares, such as share options and ratchet shares. Vesting of the share options is contingent upon an exit event (defined as a sale of the Group, initial public offering or distribution of proceeds of an asset disposal), which did not occur in any periods presented. Similarly, the ratchet shares are issuable upon an exit event only if the internal rate of return on the related investment is less than a threshold level. Accordingly, neither share options nor the ratchet shares are considered dilutive potential ordinary shares in all periods presented.

The following table sets forth the computation for basic and diluted net profit/(loss) per share for the six month periods ended June 30, 2011 and 2010:

	Six Months Ended June 30, 2011	2010
Numerator (amounts in $ thousands):		
Basic and diluted net profit/(loss) attributable to ordinary shareholders	$ 5,154	$ (17)
Denominator (amounts in thousands):		
Weighted average shares basic	41,667	41,667
Effect of dilutive potential ordinary shares:		
Add dilutive effect of share options		
Add dilutive effect of ratchet shares		
Weighted average shares diluted	41,667	41,667
Basic profit/(loss) per share attributable to ordinary shareholders:		
Basic profit/(loss) per share attributable to ordinary shareholders	$ 0.12	$ (0.00)
Diluted profit/(loss) per share attributable to ordinary shareholders:		
Diluted profit/(loss) per share attributable to ordinary shareholders	$ 0.12	$ (0.00)

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6. Property, Plant and Equipment

	Office & Computer Equipment	Fixtures & Fittings	Total
		(in thousands)	
Cost:			
At January 1, 2010	$ 262	$ 447	$ 709
Additions			
At June 30, 2010	262	447	709
Additions	211		211
At December 31, 2010	473	447	920
Additions			
At June 30, 2011	$ 473	$ 447	$ 920
Accumulated depreciation:			
At January 1, 2010	$ 103	$ 92	$ 195
Charge	27	44	71
At June 30, 2010	130	136	266
Charge	42	45	87
At December 31, 2010	172	181	353
Charge	59	44	103
At June 30, 2011	$ 231	$ 225	$ 456
Net book value:			
At June 30, 2011	$ 242	$ 222	$ 464
At December 31, 2010	$ 301	$ 266	$ 567

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7. Intangible Assets

	Intellectual Property (in thousands)
Cost:	
At January 1, 2010	$ 85,839
Additions	15,566
At June 30, 2010	101,405
Additions	
At December 31, 2010	101,405
Additions	
At June 30, 2011	$ 101,405
Accumulated depreciation:	
At January 1, 2010	$ 30,723
Charge	7,906
At June 30, 2010	38,629
Charge	8,423
At December 31, 2010	47,052
Charge	5,903
At June 30, 2011	$ 52,955
Net book value:	
At June 30, 2011	$ 48,450
At December 31, 2010	$ 54,353

At June 30, 2011, intangible assets had a weighted average remaining estimated useful life of 4.8 years *(December 31, 2010: 5 years)*. The recoverable amount of the intangible assets is based on value in use calculations. Azur Pharma has prepared cash flow projections for these assets, including assumptions about future revenues and costs based on actual operating results extrapolated for between two and seven years using revenue and cost growth rates. Revenue growth rates are based on the prospects for individual products. Cost growth rates are based on expected cost inflation. The cash flows are discounted using pre-tax discount rates of 12%.

No impairment charges arose in the six months ended June 30, 2011, or in the previous year ended December 31, 2010.

8. Inventory

Product inventories at June 30, 2011 and December 31, 2010 consisted of the following (in thousands):

	June 30, 2011	December 31, 2010
Raw materials	$ 2,209	$ 1,587

Finished goods	2,803	1,418
Total inventory	$ 5,012	$ 3,005

The replacement cost of inventory does not differ materially from its carrying value.

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9. Trade and Other Receivables

Azur Pharma s trade and other receivables at June 30, 2011 and December 31, 2010 consisted of the following (in thousands):

	June 30, 2011	December 31, 2010
Trade receivables	$ 13,030	$ 10,671
Other receivables	935	509
Prepayments	1,829	1,493
Total trade and other receivables	$ 15,794	$ 12,673

10. Accrued and Other Payables

Accrued and other payables at June 30, 2011 and December 31, 2010 consisted of the following (in thousands):

	June 30, 2011	December 31, 2010
Accrued sales discounts and allowances	$ 26,090	$ 23,086
Current component of deferred consideration (see note 12)	7,223	769
Other accrued liabilities	7,649	6,216
Total accrued and other payables	$ 40,962	$ 30,071

Azur Pharma contributes to two defined contribution pension schemes for employees in the U.S. The Group s contributions to these plans, which were unpaid at June 30, 2011, amounted to $69,075 *(December 31, 2010: $43,604).*

11. Loans and Borrowings

In November 2009, Azur Pharma Inc. and Azur Pharma Public Limited Company (formerly Azur Pharma Limited) (the Borrowers) entered into a one year loan facility to borrow up to a maximum of $5.0 million. This facility was later extended until November 2011. Interest is payable in arrears. The Borrowers had drawn down $5.0 million of this loan facility as at June 30, 2011 (*December 31, 2010: $5.0 million*).

Azur Pharma has agreed to certain financial and operating covenants with respect to this facility and is in compliance with these covenants.

This loan facility was fully repaid subsequent to the reporting date, on October 18, 2011.

12. Other Financial Liabilities

Other financial liabilities at June 30, 2011 and December 31, 2010 consisted of the following (in thousands):

	June 30, 2011	December 31, 2010
Financial liability on ratchet shares	$ 11,236	$ 9,431

Deferred consideration	4,715	11,697
Total other financial liabilities	$ 15,951	$ 21,128

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Ratchet shares

The investors in a July 2007 financing subscribed for ordinary shares at 3.00 per share, and, in addition, were given the right to receive additional shares in the event the internal rate of return on their investment is less than a threshold level on the occurrence of an exit event, which is defined as a share sale, public listing or distribution of proceeds of an asset disposal. The maximum number of additional ordinary shares issuable pursuant to this right is 3,333,333 shares (such shares, the ratchet shares). The subscribers of any ratchet shares are only required to pay the nominal value of these ordinary shares in a circumstance in which they become entitled to exercise this right.

The fair value of the ratchet shares has been calculated by Azur Pharma using a Binominal Option Pricing Model. The fair value of the ratchet shares and the key assumptions used in determining the fair value are as follows:

	June 30, 2011	December 31, 2010
Fair value	0.705	0.592
Share price	2.50	2.50
Share price volatility	39.00%	55.00%
Risk free interest rate	1.33%	1.33%
Expected period before the ratchet shares are issued	0.5 year	1.0 year

Azur Pharma has determined volatility by considering the volatility of stock issued by a group of comparable publicly quoted pharmaceutical companies. The risk free interest rate assumption is based upon interest rates appropriate for the term of the ratchet shares.

The ratchet shares are accounted for on the balance sheet as a financial liability, and are re-measured at each balance sheet date, as the agreement provides the shareholders the option to purchase, for a nominal value, a variable number of shares at a variable price. The initial fair value of the financial liability at July 2007, arising on the valuation of these ratchet shares, was $5.9 million (4.3 million). Azur Pharma recognized a loss of $1.8 million in the six months ended June 30, 2011 *(six months ended June 30, 2010: $1.1 million)* on the revaluation of the ratchet share liability, which has been included in finance expense in the income statement.

Deferred consideration

The deferred consideration payable at June 30, 2011 and December 31, 2010 is as follows (in thousands):

	June 30, 2011	December 31, 2010
Due less than one year (see note 10)	$ 7,223	$ 769
Due between 1 and 2 years	4,715	11,697
Due between 2 and 5 years		
Total deferred consideration	$ 11,938	$ 12,466

On May 5, 2010, Azur Pharma acquired the worldwide rights (excluding Europe) to Prialt from Elan Pharmaceuticals, Inc. and determined that discounted deferred consideration of $10.9 million (gross $12.0 million) would be payable in 2012. The former owners of FazaClo are also entitled to deferred consideration depending on the performance of the products acquired by Azur Pharma. At June 30, 2011, deferred consideration in respect of FazaClo and Prialt acquisitions amounted to $0.5 million and $11.5 million respectively. At December 31, 2010, deferred consideration in respect of the Prialt, FazaClo and Pharmelle acquisitions amounted to $11.2 million, $1.0 million and $0.3 million, respectively.

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During the period ended June 30, 2011, Azur Pharma paid deferred consideration of $0.3 million and $0.5 million in respect of Pharmelle and FazaClo, respectively (June 30, 2010: $2.9 million in aggregate in respect of Pharmelle, FazaClo and Elestrin).

In accordance with Azur Pharma s policy, deferred consideration amounts that are contingent on the performance of the products acquired by Azur Pharma have been probability weighted. All deferred consideration amounts have been discounted to reflect their fair value at the date of acquisition and subsequently re-measured to fair value at each reporting date.

Azur Pharma has a contingent milestone payment obligation of $10.5 million due to the original developer of FazaClo if Azur Pharma s net sales of FazaClo exceed $40.0 million over a rolling four quarter period. Azur Pharma s net sales of FazaClo have not exceeded and are not expected to exceed $40.0 million in any rolling four quarter period. Accordingly, no liability has been recorded related to this potential obligation.

13. Commitments

Non cancellable operating lease rentals are payable as follows (in thousands):

	June 30, 2011	December 31, 2010
Less than one year	$ 623	$ 814
Between one and five years	1,251	1,187
Thereafter	4,000	3,790
Total operating lease commitments	$ 5,874	$ 5,791

Azur Pharma leases property from a director of Azur Pharma. Please see further details in note 15.

There were no capital commitments as at June 30, 2011 or December 31, 2010.

14. Share-Based Compensation

Azur Pharma has an equity award program which provides for the issuance of share options to employees. The options are granted at fixed exercise prices equal to the estimated fair value of the Company s shares at the date of grant. The fair value of services received in return for share options granted is measured by reference to the fair value of share options granted. The estimate of the fair value of the services received is calculated using the Black Scholes Option Pricing Model.

	June 30, 2011 (Number)	December 31, 2010 (Number)
Share options outstanding at beginning of period/year	1,257,500	1,186,750
Options granted during period/year	275,750	95,000
Options forfeited during period/year	(4,000)	(24,250)
Options outstanding at end of period/year	1,529,250	1,257,500
Options exercisable upon vesting event	1,032,179	941,320

Share-based compensation expense has been recognized in the following line items in the income statements in the six-month periods ended June 30, (in thousands):

	Six Months Ended June 30,	
	2011	2010
General and administrative expenses	$ 130	$ 219

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15. Related Party Transactions

Azur Pharma has related party relationships with its directors and executive officers.

(a) Transactions with founding members and shareholders

In October 2008, Azur Pharma leased property (its Dublin office) from a director of Azur Pharma, at a then-current market rate for a period through October 2029. Rentals paid on this lease in the six months ended June 30, 2011 amounted to $140,067 (June 30, 2010: $145,610) and there were no amounts unpaid at June 30, 2011 and December 31, 2010.

(b) Development agreement dated May 30, 2011 between Circ Pharma Limited/Circ Pharma Research and Development Limited and Azur Pharma Research Limited

On May 30, 2011, Azur Pharma entered into an agreement with Circ Pharma Limited/Circ Pharma Research and Development Limited (Circ) whereby it obtained an option to license certain rights and assets in relation to Tramadol (a chronotherapeutic formulation) and to conduct certain development activities. Azur Pharma paid Circ $0.3 million for this option, which was recognized as a research and development expense.

16. Post Balance Sheet Events

On July 6, 2011 Azur Pharma and CIMA Labs, Inc. entered into an agreement with Teva Pharmaceuticals USA, Inc. (Teva) to settle patent litigation regarding Teva s filing of an Abbreviated New Drug Application (ANDA) seeking approval for a generic version of FazaClo original strengths. Under the terms of the settlement agreement, Teva was granted a license to have manufactured, marketed and sell a generic version of FazaClo on dates ranging from the third quarter 2012, for the original strengths of FazaClo to mid 2015, for the higher dosage strengths of FazaClo, or earlier in certain circumstances. No liability was incurred by Azur Pharma in respect of the settlement agreement. In August 2011, Azur Pharma received a Paragraph IV certification notice from Teva advising that Teva had filed an ANDA with the FDA seeking approval to market a generic version for the higher dosage strengths of FazaClo.

On September 19, 2011 Azur Pharma entered into the Merger Agreement with Jazz Pharmaceuticals, Merger Sub and Seamus Mulligan, solely in his capacity as the representative for the Azur Pharma securityholders. Under the terms of the Merger Agreement, Jazz Pharmaceuticals and Azur Pharma will combine their businesses in a stock transaction in which (a) Azur Pharma will first carry out a reorganization of its capital structure and be renamed Jazz Pharmaceuticals plc, and (b) Merger Sub will merge with and into Jazz Pharmaceuticals (the Merger), with Jazz Pharmaceuticals as the surviving corporation in the Merger as a wholly owned subsidiary of Azur Pharma. Immediately following the Merger, the former securityholders of Jazz Pharmaceuticals would own slightly under 80% of the fully-diluted capitalization of Jazz Pharmaceuticals plc, with the historic Azur Pharma shareholders owning slightly over 20%, as calculated and adjusted in accordance with schedule 1 of the Merger Agreement. The transaction, which has been approved by the boards of directors of Jazz Pharmaceuticals and Azur Pharma, is subject to approval by the stockholders of Jazz Pharmaceuticals and the satisfaction of customary closing conditions and regulatory approvals, including antitrust approvals in the U.S. The transaction is expected to close during the first quarter of 2012.

As a result of the proposed Merger and based on the performance of Azur Pharma, it is not probable, upon the close of the Merger, that the ratchet shares will be eligible for exercise. Subject to the closing of the Merger, the ratchet share financial liability will be extinguished in conjunction with the occurrence of the exit event.

The $5.0 million loan facility was fully repaid subsequent to the reporting date, on October 18, 2011.

On October 19, 2011, Dr. Neal Cutler, one of the original owners of FazaClo, filed a complaint against Azur Pharma and one of its subsidiaries, as well as Avanir Pharmaceuticals, Inc., in California state court. The

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complaint, among other things, alleges that Azur Pharma and its subsidiary breached certain contractual obligations relating to contingent payments in respect of FazaClo. Azur Pharma acquired rights to FazaClo from Avanir in 2007. As part of the acquisition, Azur Pharma s subsidiary agreed to assume certain contingent payment obligations owing to Dr. Cutler and certain other persons in relation to FazaClo. The remaining contingent payments which could be payable if certain net sales thresholds are achieved are $10.5 million and $25 million. The complaint does not specify the damages sought, but alleges, among other things, that Dr. Cutler is entitled to one or both of such contingent payments. Azur Pharma intends to vigorously defend itself in connection with this complaint; however, there can be no assurance of the outcome.

On October 13, 2011 Azur Pharma effected a capital reorganization. Pursuant to this reorganization, Azur Pharma created a new class of ordinary shares denominated in U.S. dollars, an amount of Azur Pharma s share premium account was capitalized and issued to the Azur Pharma shareholders pro rata to their existing holdings by way of bonus issue of U.S. dollar ordinary shares to existing members and the existing ordinary share capital denominated in Euro was acquired by Azur Pharma for nil consideration and cancelled subject to the conversion of Azur Pharma to a public limited company (save for a number of shares which were re-designated as Euro deferred shares and which were not cancelled for the purpose of re-registration as a public limited company). Immediately following this capital reorganization, the share capital consisted of the following (in thousands except share and per share amounts):

Authorized	
100,000,000,000 Ordinary Shares of $0.0001 each	$ 10,000
41,666,667 Euro Deferred Shares of 0.01 each	416.67
2,000,000 Dollar Deferred Shares of $0.0001 each	$ 0.2
Allotted, called up and fully paid	
41,666,667 Ordinary Shares of $0.0001 each	$ 4.16667
4,000,000 Euro Deferred Shares of 0.01 each	40

Effective October 20, 2011, Azur Pharma was re-registered from a private limited liability company to a public limited company.

17. New Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the IASB or other standard setting bodies that are adopted by Azur Pharma as of the specified effective date. Azur Pharma believes that the impact of recently issued standards that are not yet effective will not have an impact on its financial position or results of operations upon adoption.

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ANNEXES

Annexes

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Annex A

Execution Copy

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

BY AND AMONG

AZUR PHARMA LIMITED,

JAGUAR MERGER SUB INC.,

JAZZ PHARMACEUTICALS, INC.

AND

SEAMUS MULLIGAN AS INDEMNITORS REPRESENTATIVE

DATED AS OF SEPTEMBER 19, 2011

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AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

This Agreement And Plan Of Merger and Reorganization (this ***Agreement***), dated as of September 19, 2011, is by and among **Azur Pharma Limited**, a limited company formed under the laws of Ireland (registered number 399192) whose registered address is 1 Stokes Place, St. Stephen s Green, Dublin 2, Ireland (***Azur***), **Jaguar Merger Sub Inc.**, a Delaware corporation and wholly owned subsidiary of Azur (***Merger Sub***), **Jazz Pharmaceuticals, Inc.**, a Delaware corporation (***Jazz***) and **Seamus Mulligan**, solely in his capacity as the representative for the Indemnitors (as defined below) as further provided herein (the ***Indemnitors Representative***). Each and any one of Azur, Merger Sub and Jazz, individually shall be referred to herein as a ***Party*** and, together the ***Parties***.

Whereas, Jazz and Azur desire to combine the businesses of Jazz with the business of Azur, upon the terms and subject to the conditions set forth in this Agreement, through (a) effectuation by Azur prior to the Closing (as defined below) of the restructuring described in **Schedule 1**, through the Agreed Forms of documents attached to this Agreement or to **Schedule 1** (the ***Reorganization***), and (b) the merger of Merger Sub with and into Jazz, with Jazz as the surviving corporation in the Merger as a wholly owned subsidiary of Azur (the ***Merger***) (the steps outlined in clauses (a) and (b), including the Reorganization and the Merger, and the other transactions contemplated by this Agreement, being collectively referred to as the ***Transactions***) in connection with which Azur will change its name to Jazz Pharmaceuticals plc, which will be a NASDAQ listed company;

Whereas, as a result of the Merger, at the Effective Time, the Jazz Common Stock will be converted into Azur Ordinary Shares as more fully described in this Agreement;

Whereas, (a) the board of directors of Azur has determined that the Transactions and this Agreement are advisable, fair to and in the best interests of Azur s shareholders and has approved and adopted this Agreement and the Reorganization described herein, (b) the board of directors of Merger Sub has determined that the Merger and this Agreement are advisable, fair to and in the best interests of its stockholders and has approved and adopted this Agreement and the Merger described herein, (c) the board of directors of Jazz has determined that the Transactions and this Agreement are advisable, fair to and in the best interests of its stockholders and has approved and adopted this Agreement and the Merger, and (d) concurrently with the execution of this Agreement, Azur, as the sole stockholder of Merger Sub, has approved and adopted this Agreement and the Merger; and

Whereas, in order to induce the Parties to enter into this Agreement and to consummate the Transactions, in connection with the execution of this Agreement: (a) certain employees of Azur listed on **Schedule 2** (the ***Specified Employees***) have entered into employment agreements with Azur (or one of its Subsidiaries) and Jazz to be effective as of Closing (the ***Employment Agreements***), (b) certain Azur Securityholders listed on **Schedule 3** (the ***Specified Securityholders***) have entered into Nonsolicitation and Noncompetition Agreements to be effective as of the Closing (the ***Noncompetition Agreements***), (c) certain stockholders of Jazz have entered into Voting Agreements with Jazz and Azur (collectively the ***Jazz Voting Agreements***), (d) certain shareholders of Azur have entered into a Deed of Covenant with Azur and Jazz (the ***Azur Support Agreement***) and have agreed to deposit an aggregate number of Azur Ordinary Shares equal to 10% of the Azur Ordinary Shares outstanding as of immediately prior to the Closing (after giving effect to the Reorganization) into an escrow account (the ***Escrow Account***) to be held by Deutsche Bank National Trust Company (the ***Escrow Agent***) as security for the Indemnitors indemnification obligations for Losses under **Articles IX** pursuant to the terms of the Escrow Agreement to be executed prior to the Closing substantially in the Agreed Form attached hereto as **Exhibit A** (the ***Escrow Agreement***), and (e) Azur will be entering into a Registration Rights Agreement with certain of the Azur Securityholders substantially in the Agreed Form attached hereto as **Exhibit B** (the ***Registration Rights Agreement*** and the Azur Securityholders to be parties thereto as indicated on Exhibit A to the Registration Rights Agreement, the ***Azur Rights Parties***).

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Now, Therefore, in consideration of the foregoing and the mutual covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

Section 1.1 Definitions.

(a) As used in this Agreement the following terms and derivations thereof shall have the meanings specified in this **Section 1.1**:

Affiliate shall mean, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under Common Control with, such first Person.

Agreed Form shall mean an agreement or other document in the form attached to this Agreement or, if no form is attached, in such form as is reasonably satisfactory to the Parties, unless otherwise provided in this Agreement.

Approved Product shall mean any and all pharmaceutical products that have received regulatory approval and vitamin products that are offered for commercial sale by the Azur Group Entities in any jurisdiction in the world as of the date of this Agreement, including in particular, Prialt®, Elestrin®, FazaClo®, Niravam®, Parcopa®, Urelle®, Gesticare®, Natelle®, AVC Cream and Gastrocrom®.

Azur Financial Advisor means Lazard Middle Market LLC.

Azur Group Entity shall mean each of Azur and each of its Subsidiaries.

Azur IP Contracts shall mean all Contracts in effect as of the date of this Agreement under which any third party has licensed, granted, assigned or conveyed to any Azur Group Entity any right, title or interest in or to any Material Azur IP Rights (other than shrink wrap, click through or similar license agreements accompanying widely available computer software that have not been modified or customized for Azur).

Azur IP Rights shall mean all IP Rights solely owned or co-owned by any of the Azur Group Entities and all IP Rights which are licensed to any of the Azur Group Entities (other than implied (and not express) licenses and other than licenses accompanying widely available computer software that have not been modified or customized for Azur).

Azur Material Adverse Effect shall mean any change, event, circumstance or occurrence (***Effect***) that (considered with all other Effects) has or would reasonably be expected to have a material adverse effect on: (a) the business, financial condition, operations or results of operations of the Azur Group Entities, taken as a whole; provided, however, that in determining whether there has been an Azur Material Adverse Effect or whether an Azur Material Adverse Effect would reasonably be expected to occur, any Effect attributable to, arising out of or resulting from any of the following shall be disregarded: (i) general economic, business, industry or credit, financial or capital market conditions (whether in the United States, Ireland or internationally), including, conditions affecting generally the industries served by the Azur Group Entities, (ii) the taking of any action required by this Agreement or any Related Agreement other than those required by clauses (x) or (y) of **Section 5.4(a)**, (iii) the breach of this Agreement or any Related Agreement by Jazz, (iv) pandemics, earthquakes, tornados, hurricanes, floods and acts of God, (v) acts of war (whether declared or not declared), sabotage, terrorism, military actions or the escalation thereof, or (vi) any implementation or adoption by a Governmental Authority of, or changes or prospective changes in, applicable Laws or accounting rules, including any of the foregoing relating to healthcare or reimbursement for healthcare costs and including IFRS or U.S. GAAP or interpretations thereof, or any changes or prospective changes in the interpretation or enforcement of any of the foregoing, or any changes in general legal, regulatory or political conditions, except in the case of each

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of the foregoing (i), (iv), (v) and (vi) to the extent that the same has had or would reasonably be expected to have a disproportionate effect on th Azur Group Entities, taken as a whole, as compared to other companies in the Azur Group Entities industry; and provided, further, however, that any Effect attributable to, arising out of or resulting solely from Urelle® or Gastrocrom® shall not, in and of itself, constitute an Azur Material Adverse Effect, but shall not be disregarded in determining whether there has been an Azur Material Adverse Effect in combination with other Effects; (b) Azur s right to own, or to receive dividends or other distributions with respect to, the stock of Jazz; or (c) the ability of an Azur Group Entity to perform any of its material covenants or material obligations required to be performed at or prior to the Effective Time under this Agreement or any Related Agreement or to consummate the transactions contemplated hereby and thereby to be consummated prior to Closing.

Azur Options shall mean options to purchase Azur Ordinary Shares under the Share Option Plan or otherwise.

Azur Securityholders shall mean any and all holders of Azur Ordinary Shares, Azur Options and any other security of Azur. For purposes hereof, a Person shall be considered an Azur Securityholder by virtue of such Person s ownership of Azur Ordinary Shares only if such Person is the registered owner of such Azur Ordinary Shares.

Business Day shall mean any day other than a Saturday, Sunday or other day on which banking institutions in Ireland or the State of New York are authorized or required by law or other action of a Governmental Authority to close.

Code shall mean the Internal Revenue Code of 1986, as amended, and any successor thereto.

Companies Acts shall mean the Irish Companies Acts 1963 to 2009.

Contamination or ***Contaminated*** shall mean the presence of Hazardous Substances in, on or under the soil, groundwater, surface water or other environmental media to an extent that any Response Action is legally required by any Governmental Authority under any Environmental Law with respect to such presence of Hazardous Substances.

Contract shall mean any legally binding written, oral or other agreement, contract, subcontract, lease, understanding, arrangement, instrument, note, warranty, insurance policy, benefit plan, commitment or undertaking of any nature.

Control (including, with correlative meanings, ***Controlled by*** and ***under Common Control with***) shall mean the possession, direct or indirect, of the power to direct or cause the direction of management or policies of a Person, whether through ownership of securities, by contract or otherwise.

Copyrights shall mean all copyrights and copyrightable works (including without limitation databases and other compilations of information, mask works and semiconductor chip rights), including all rights of authorship, use, publication, reproduction, distribution, performance, transformation, moral rights and rights of ownership of copyrightable works and all registrations and rights to register and obtain renewals and extensions of registrations, together with all other interests accruing by reason of international copyright.

Current Azur Business shall mean the business of the Azur Group Entities, as it is being conducted as of the date of this Agreement, of marketing, promoting, selling, researching and developing the Approved Products and the Product Candidates.

De Minimis Damages shall mean any Losses that are incurred, paid, sustained or suffered by any of the Indemnitees or to which any of the Indemnitees may otherwise become subject (regardless of whether or not such Losses relate to any third party claim) of the nature contemplated by **Section 9.2(a)** that arise from or as a result of, or by reason any claim (together with any other claims arising from the same or similar facts, events or circumstances) that are less than $25,000.

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DGCL shall mean the Delaware General Corporation Law.

Employee shall mean any current or former employee, including officers, of any Azur Group Entity.

Environment shall mean any ambient, workplace or indoor air, surface water, drinking water, groundwater, land surface, subsurface strata, sediment, plant or animal life, natural resources, workplace, and real property and the physical buildings, structures, improvements and fixtures thereon, including sewer, septic and waste treatment, storage or disposal systems.

Environmental Laws shall mean any Law pertaining to: (a) the protection of the Environment (including pollution, contamination, cleanup, preservation, protection, remediation or reclamation of the Environment) and any applicable orders, judgments, decrees, Permits, licenses or other authorizations or mandates under such Laws; (b) human health or safety or the exposure of employees and other persons to any Hazardous Substance; (c) any release or threatened release, including investigation, study, assessment, testing, monitoring, containment, removal, remediation, cleanup or abatement of such release or threatened release; (d) the management, manufacture, generation, formulation, processing, labeling, distribution, introduction into commerce, registration, use, treatment, handling, storage, disposal, transportation, re-use, recycling or reclamation of any Hazardous Substance; or (e) the physical structure or condition of a building, facility, fixture or other structure as related to environmental or health and safety impacts.

Exchange Act shall mean the Securities Exchange Act of 1934, as amended.

Good Manufacturing Practices shall mean current good manufacturing practices, as set forth in 21 C.F.R. Parts 111, 210 and 211.

Governing Documents means with respect to any Person: (a) if a corporation (including any Irish public or private limited liability company), the memorandum and articles of association, articles or certificate of incorporation and the bylaws or similar documents; (b) if a general partnership or limited liability partnership, the partnership agreement and any statement of partnership; (c) if a limited partnership, the limited partnership agreement and the certificate of limited partnership; (d) if a limited liability company, the certificate of formation and limited liability company agreement; (e) if another type of Person, any charter or similar document adopted or filed in connection with the creation, formation or organization of the Person; (f) all equityholders agreements, voting agreements, voting trust agreements or other similar agreements or documents relating to the organization, management or operation of such entity; and (g) any amendment or supplement to any of the foregoing.

Governmental Authority shall mean any international, federal, state, local, municipal, foreign or other governmental or quasi-governmental authority or self-regulatory organization of any nature of competent authority (including any agency, branch, department, board, commission, court, tribunal, arbitral body or other entity exercising governmental or quasi-governmental powers) or exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, enforcement, regulatory or taxing authority or power.

Governmental Order shall mean any order, writ, decision, judgment, injunction, decree, settlement, stipulation, determination or award issued or entered by or with any Governmental Authority.

Hazardous Substance shall mean petroleum, contaminant, chemical, any petroleum-based product and any hazardous, toxic or radioactive substance, material or waste, asbestos or asbestos-containing material, polychlorinated biphenyls, or industrial, solid, toxic, radioactive, infectious, disease-causing or hazardous substance, including all substances, materials, wastes or agents which are identified, regulated, the subject of liability or requirements for remediation under, or otherwise subject to, any Environmental Law.

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HSR Act means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

IFRS shall mean International Financial Reporting Standards promulgated by the International Accounting Standards Board (which includes standards and interpretations approved by the International Accounting Standards Board and International Accounting Standards issued under previous constitutions), together with its pronouncements thereon from time to time, as adopted by the European Union, and applied on a basis consistent with Azur s historic accounting principles and practices.

Indebtedness shall mean with respect to any Person, any obligations of such Person: (a) for borrowed money; (b) evidenced by notes, bonds, debentures or similar instruments; (c) for the deferred purchase price of goods or services (other than payables or accruals incurred in the ordinary course of business and consistent with past practices); (d) under capital leases; or (e) in the nature of guarantees of the obligations described in clauses (a) through (d) above of any other Person.

Independent Contractor shall mean (solely where used in upper case) a natural person providing services to an Azur Group Entity, either in his or her individual capacity or through an entity Controlled by such individual.

IP Rights shall mean any and all of the following in any country or region: (a) Copyrights, Patent Rights, Trademark Rights, domain name registrations, moral rights, trade secrets, and other intellectual property rights; and (b) the right (whether at law, in equity, by contract or otherwise) to enjoy or otherwise exploit any of the foregoing, including the rights to sue for and remedies against past, present and future infringements of any or all of the foregoing, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.

Ireland shall mean the island of Ireland, excluding the counties of Antrim, Armagh, Derry, Down, Fermanagh and Tyrone.

Irish Pensions Board shall mean the Pensions Board, as established under the Pensions Act 1990, having its normal place of business at Verschoyle House, 28-30 Lower Mount Street, Dublin 2.

Irish Pensions Ombudsman shall mean the Pensions Ombudsman, as established under the Pensions Act 1990, having its normal place of business at 36 Upper Mount Street, Dublin 2.

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

Jazz Financial Advisor shall mean J.P. Morgan Securities LLC.

Jazz Group Entities shall mean Jazz and each of its Subsidiaries.

Jazz Material Adverse Effect means any Effect (as defined in the definition of Azur Material Adverse Effect) that (considered with all other Effects) has or would reasonably be expected to have a material adverse effect on: (a) the business, financial condition, operations or results of operations of Jazz and its Subsidiaries, taken as a whole, *provided,* that in determining whether there has been a Jazz Material Adverse Effect or whether a Jazz Material Adverse Effect would reasonably be expected to occur any Effect attributable to, arising out of or resulting from the following, shall be disregarded: (i) general economic, business, industry or credit, financial or capital market conditions (whether in the United States or internationally), including, conditions affecting generally the industries served by Jazz and its Subsidiaries, (ii) the taking of any action required by this Agreement or any Related Agreement, (iii) the breach of this Agreement or any Related Agreement by Azur, (iv) pandemics, earthquakes, tornados, hurricanes, floods and acts of God, (v) acts of war (whether declared or not declared), sabotage, terrorism, military actions or the escalation thereof, (vi) any implementation or adoption by a Governmental Authority of or changes or prospective changes in, applicable Laws or accounting rules,

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including any of the foregoing relating to healthcare or reimbursement for healthcare costs and including U.S. GAAP or interpretations thereof, or any changes or prospective changes in the interpretation or enforcement of any of the foregoing, or any changes in general legal, regulatory or political conditions, or (vii) any change in the market price or trading volume of Jazz Common Stock in and of itself or any failure, in and of itself, by Jazz to meet any internal or published projections, forecasts or revenue or earnings predictions for any period ending on or after the date of this Agreement (provided, that the underlying causes of such change or failure may be considered in determining whether a Jazz Material Adverse Effect has occurred), except in the case of each of the foregoing clauses (i), (iv), (v) and (vi) to the extent that the same has had or would reasonably be expected to have a disproportionate effect on Jazz and its Subsidiaries, taken as a whole, as compared to other companies in Jazz s industry; or (b) the ability of Jazz and its Subsidiaries to perform their material covenants or material obligations under this Agreement or any Related Agreement or to consummate the transactions contemplated hereby and thereby.

Jazz Products shall mean Xyrem®.

Jazz Stock Award shall mean any stock awards of Jazz under the Jazz Equity Plans other than Jazz Options (whether subject to service-based or performance-based vesting).

Jazz Stockholder Approval shall mean the adoption of the Merger Agreement by the stockholders of Jazz by the Required Jazz Vote.

Knowledge shall mean (a) in the case of Jazz, the actual knowledge of Jazz s directors and executive officers and the knowledge such persons would reasonably be expected to obtain in the course of performing the responsibilities associated with their position with Jazz in a prudent manner and (b) in the case of the Azur Group Entities, the actual knowledge of Azur s directors, Chief Executive Officer, Chief Financial Officer, President-US Operations, Senior Vice President-Technical Operations and General Manager-US Operations and the knowledge such persons would reasonably be expected to obtain in the course of performing the responsibilities associated with their position with Azur in a prudent manner.

Law shall mean any international, federal, state, local, municipal, foreign or other statute, law, ordinance, order, ruling, writ, injunction, judgment, award, decree, rule or regulation or other requirement issued by a Governmental Authority, including, but not limited to, the Federal Food, Drug and Cosmetic Act (21 U.S.C. §§ 301 et seq.), the Controlled Substances Act (21 U.S.C. §§ 801 et seq.), the federal health care program anti-kickback law (42 U.S.C. § 1320a-7b(b)), the anti-inducement law (42 U.S.C. § 1320a-7a(a)(5)), the civil Federal False Claims Act (31 U.S.C. §§ 3729 et seq.), the criminal false claims law (42 U.S.C. § 1320a-7b(a)), the Stark anti-referral law (42 U.S.C. § 1395nn), the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320d et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. §§ 17921 et seq.), the exclusion laws (42 U.S.C. § 1320a-7), Medicare (Title XVIII of the Social Security Act), Medicaid (Title XIX of the Social Security Act), and the Veterans Health Care Act of 1992 (38 U.S.C. § 8126 and 42 U.S.C. § 256b).

Legal Proceeding shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Authority or any arbitrator or arbitration panel.

Lien shall mean any all liens, encumbrances, mortgages, charges, claims, pledges, security interests, title defects, easements, rights of way, covenants and encroachments.

Loss or ***Losses*** shall mean any and all losses, Liabilities, injury, fines, costs (including cost of investigation), claim, demand, settlement, judgment, award, damages, tax, fee, penalties, charge or expense of

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any nature (including reasonable attorneys fees and expenses and litigation, settlement and judgment and interest costs and any reasonable legal or other expenses incurred in connection with investigating or defending any claims or actions).

M&T Bank shall mean Manufacturers and Traders Trust Company, a New York banking corporation.

Material Azur IP Rights shall mean all Material Non-U.S. Azur IP Rights and all Material U.S. Azur IP Rights.

Material Non-U.S. Azur IP Rights shall mean all non-U.S. Azur IP Rights relating to a Product Candidate or Approved Product or used by any of the Azur Group Entity in the Current Azur Business.

Material U.S. Azur IP Rights shall mean all U.S. Azur IP Rights relating to a Product Candidate or Approved Product or used by any of the Azur Group Entity in the Current Azur Business.

Material Jazz IP Rights shall mean all IP Rights that relate to the Jazz Products and are used by any Jazz Group Entity or licensed by any Jazz Group Entity to any third party in connection with the business of the Jazz Group Entities, as it is being conducted on the date of this Agreement, of marketing, promoting, selling the Jazz Products.

Merger Sub Common Stock shall mean the Common Stock, $0.001 par value per share, of Merger Sub.

Multiemployer Plan shall mean a multiemployer plan, as defined in Section 3(37) or Section 4001(a)(3) of ERISA.

NASDAQ shall mean the Nasdaq Global Stock Market.

Non-U.S. Employee shall mean any Employee whose primary place of employment is in a non-U.S. jurisdiction.

Patent Rights shall mean all invention disclosure documents, issued patents, pending patent applications and abandoned patents and patent applications provided that they can be revived (which for purposes of this Agreement shall include utility models, design patents, industrial designs, certificates of invention and applications for certificates of invention and priority rights) in any country or region, including all provisional applications, substitutions, continuations, continuations-in-part, divisions, renewals, reissues, re-examinations and extensions thereof.

Permitted Liens shall mean: (a) Liens for Taxes, assessments and governmental charges or levies not yet delinquent or for which adequate reserves are maintained on the financial statements of the Azur Group Entities as of the Closing Date; (b) Liens imposed by Law, such as materialmen s, mechanics , carriers , workmen s and repairmen s liens and other similar liens arising in the ordinary course of business securing obligations that are not overdue for a period of more than 60 days or which are being contested in good faith by appropriate proceedings: (c) pledges or deposits to secure obligations under workers compensation laws or similar legislation or to secure public or statutory obligations: (d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business consistent with past practice: (e) all matters of record, including, without limitation, survey exceptions, reciprocal easement agreements and other encumbrances on title to real property: (f) all applicable zoning, entitlement, conservation restrictions and other land use and environmental regulations: (g) all exceptions, restrictions, easements, charges, rights-of-way and other Liens set forth in any permits, any deed restrictions, groundwater or land use limitations or other institutional controls utilized in connection with any required environmental remedial actions, or other state, local or municipal franchise applicable to the Azur Group Entities or any of their respective properties: (h) Liens securing the obligations of the Azur Group Entities under or in respect of or permitted by the Term Loan Note: or (i) Liens that do not impair the use and the value of the underlying assets.

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Person shall mean any individual, private or public company, corporation (including not-for-profit), general or limited partnership, unlimited or limited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature, including a government or political subdivision or an agency or instrumentality thereof.

Pre-Closing Period shall mean the period commencing with the date of this Agreement and ending on the earlier of (a) the Effective Time or (b) the date of termination of this Agreement pursuant to **Section 10.1.**

Pro Rata Percentage with respect to any Indemnitor shall mean the quotient received by dividing the aggregate number of Azur Ordinary Shares held by such Indemnitor immediately prior to the Closing (and after giving effect to the Reorganization, including the exercise of Azur Options) divided by the total number of Azur Ordinary Shares held by all the Indemnitors immediately prior to the Closing (and after giving effect to the Reorganization, including the exercise of Azur Options).

Product Candidate shall mean any or all of Clozapine OS, Clozapine QD, Tramadol Chrono, any reformulations of Gastrocrom or Urelle or any reformulations of any other Approved Product.

PRSA shall mean the standard personal retirement savings account established by Azur with Hibernian Life & Pensions Limited (n/k/a Aviva) with effect from February 22, 2007 of which Azur s Employees have been given notice and to which they may contribute, details of which are set out in **Section 3.9(l)** of the Azur Disclosure Schedule.

Registration Statement means the registration statement of Azur on Form S-4, registering under the Securities Act the Azur Ordinary Shares to be issued to holders of Jazz Common Stock in the Merger.

Related Agreements shall mean: (a) the Escrow Agreement; (b) the Azur Disclosure Schedule; (c) the Employment Agreements; (d) the Noncompetition Agreements; (e) the documents effecting the Reorganization; (f) the Registration Rights Agreement; (g) the Powers of Attorney; (h) the Azur Support Agreement; (i) the Voting Agreements; and (j) all other schedules, documents, instruments, certificates and agreements delivered or to be delivered in connection with the transactions contemplated by the agreements listed in the preceding clauses (a) through (j).

Related Party shall mean: (a) each Azur Securityholder (other than Azur) who beneficially or otherwise owns (directly or indirectly) more than 2% of the equity interests in an Azur Group Entity; (b) each individual who is an officer or director of any of the Azur Group Entities; (c) each member of the immediate family of each of the individuals referred to in clauses (a), and (b) above; and (d) any trust or other entity (other than Azur) in which any one of the Persons referred to in clauses (a), (b) and (c) above holds (or in which more than one of such Persons collectively hold), beneficially or otherwise, a material voting, proprietary or equity interest.

Representatives shall mean a Person s officers, directors, consultants, advisors, employees, stockholders, agents or other advisors or representatives.

Response Action shall mean any action taken to investigate, abate, remediate, remove or mitigate any violation of Environmental Law, any Contamination of any property owned, leased or occupied by the Azur Group Entities or any release or threatened release of Hazardous Materials. Without limitation, Response Action shall include any action that would be a response as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended at the date of Closing, 42 U.S.C. § 9601 (25).

SEC shall mean the United States Securities and Exchange Commission.

SEC Guidance means (i) any publicly-available written or oral guidance, comments, requirements or requests of the SEC staff and (ii) the Securities Act.

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Securities Act shall mean the Securities Act of 1933, as amended.

Share Option Plan shall mean the Azur Pharma Limited Share Option Plan.

Special Representations means the representations set forth in **Sections 3.1(a)**, **3.1(b)**, **3.1(c)** (***Due Incorporation and Capitalization***) and **3.2(a)** (***Due Authority***), excluding the representation contained in **Section 3.1(a)** that all jurisdictions in which each of the Azur Group Entities is qualified to do business as a foreign corporation are set forth in **Section 3.1** of the Azur Disclosure Schedule.

Subsidiary shall mean, with respect to any Person, any other entity: (i) whose securities or other ownership interests, having by their terms the power to elect a majority of the board of directors or other Persons performing similar functions, are directly or indirectly owned or Controlled, directly or indirectly, by such Person; (ii) whose business and policies such Person has the power, directly or indirectly, to direct; or (iii) of which 50% or more of the securities, partnership or other ownership interests are owned, directly or indirectly, by such Person.

Taxes (and, with correlative meaning, **Taxes**, **Taxable** and **Taxing**) means any net income, capital gains, gross income, gross receipts, sales, use, transfer, ad valorem, franchise, profits, license, capital, withholding, payroll, estimated, employment, excise, goods and services, severance, stamp, occupation, premium, property, social security, environmental (including Code section 59A), alternative or add-on, value added, registration, windfall profits or other taxes, duties, charges, fees, levies or other assessments imposed by any Governmental Authority, or any interest, penalties, or additions to tax incurred under applicable Laws with respect to taxes.

Tax Returns shall mean any report, return (including any information return), declaration or other filing required or permitted to be supplied to any Taxing authority or jurisdiction with respect to Taxes, including any amendments or attachments to such reports, returns, declarations or other filings.

Term Loan Note shall mean the LIBOR Term Note issued by Azur Pharma, Inc., a New York corporation and Azur, to M&T Bank, dated as of November 18, 2009.

Trademark Rights shall mean all trademarks, registered trademarks, applications for registration of trademarks, service marks, registered service marks, applications for registration of service marks, trade names, registered trade names and applications for registration of trade names, and Internet domain name registrations; and including all intent to use any of the foregoing if not registered or subject to a pending application.

U.S. Employee shall mean any Employee other than a Non-U.S. Employee.

U.S. GAAP shall mean United States generally accepted accounting principles.

U.S. Subsidiary shall mean Azur Pharma, Inc., a New York corporation.

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(a) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
2007 Plan	Section 2.9(d)
Agreement	Preamble
Audited Financial Statements	Section 3.4(a)
Azur	Preamble
Azur 401(k) Plan	Section 7.2(b)
Azur Disclosure Schedule	ARTICLE III
Azur Ordinary Shares	Section 3.1(b)
Azur Resale Registration Statement	Section 5.8(b)
Azur Rights Parties	Preamble
Azur S-8 Prospectus	Section 5.8(i)
Azur S-8 Registration Statement	Section 5.8(i)
Azur Support Agreement	Preamble
Basket	Section 9.3(b)
Benefit Plans	Section 3.9(a)
Cash Balance	Section 3.4(f)
Claim Notice	Section 9.5
Claimed Amount	Section 9.5
Closing	Section 2.1
Closing Date	Section 2.1
Competing Transaction	Section 5.6
Continuing Employees	Section 7.2(a)
DEA	Section 3.13(d)
Deferred Plan	Section 2.9(d)
Deferred Shares	Section 3.1(b)
Directors Plan	Section 2.9(d)
DOJ	Section 5.2(c)
Effective Time	Section 2.3
Employment Agreements	Preamble
ERISA	Section 3.9(a)
Escrow Account	Preamble
Escrow Agent	Preamble
Escrow Agreement	Preamble
ESPP	Section 2.9(d)
Exchange Agent	Section 2.8(a)
Exchange Fund	Section 2.8(a)
Expiration Date	Section 9.1(a)
FDA	Section 3.13(a)(i)
Financial Statements	Section 3.4(a)
FIRPTA Statement	Section 8.2(k)(ii)
Foreign Benefit Plans	Section 3.9(a)
FTC	Section 5.2(c)
Governmental Patent Authority	Section 3.6(b)
Indemnitees	Section 9.2
Indemnitors	Section 9.2
Indemnitors Representative	Preamble
Irish Pension Plans	Section 3.9(l)(i)
IRS	Section 3.9(j)
Jazz	Preamble
Jazz 401(k) Plan	Section 7.2(b)

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Term	Section
Jazz Book Entry Shares	Section 2.8(b)
Jazz Certificates	Section 2.8(b)
Jazz Change in Recommendation	Section 5.9(b)
Jazz Equity Plans	Section 2.9(d)
Jazz Financial Statements	Section 4.6(b)
Jazz Options	Section 4.4(a)
Jazz Phantom Shares	Section 4.4(a)
Jazz Proxy Statement	Section 5.8(a)
Jazz Registration Rights Agreements	Section 5.8(k)
Jazz Resale Registration Statements	Section 5.8(k)
Jazz Resale Shares	Section 5.8(k)
Jazz S-8 Prospectus	Section 5.8(j)
Jazz S-8 Registration Statement	Section 5.8(j)
Jazz SEC Reports	Section 4.6(a)
Jazz Stockholders Meeting	Section 5.9(a)
Jazz Voting Agreements	Preamble
Jazz Warrants	Section 4.4(a)
Latest Balance Sheet	Section 3.4(a)
Leased Real Property	Section 3.15
Liabilities	Section 3.4(d)
Material Contracts	Section 3.7
Merger	Preamble
Merger Consideration	Section 2.7(a)
Merger Sub	Preamble
Noncompetition Agreements	Preamble
Parties	Preamble
Permits	Section 3.13(b)
Power of Attorney	Section 8.1(m)(iii)
Proposal	Section 5.6
Registration Rights Agreement	Preamble
Reorganization	Preamble
Reports	Section 5.8(l)
Required Jazz Vote	Section 4.11
Resale Registration Statements	Section 5.8(k)
S-8 Registration Statements	Section 5.8(j)
Sarbanes-Oxley Act	Section 4.6(c)
Similarly Situated Employees	Section 7.2(a)
Specified Employees	Preamble
Specified Securityholders	Preamble
Straddle Tax Period	Section 6.1
Stub Tax Period	Section 6.1
Surviving Corporation	Section 2.2
Surviving Corporation Benefit Plans	Section 7.2(a)
Termination Date	Section 10.1(b)
Third Party Claim Notice	Section 9.4(a)
Transactions	Preamble
U.S. Benefit Plans	Section 3.9(a)
U.S. Subsidiary Benefit Plans	Section 7.2(a)
U.S. Welfare Plan	Section 3.9(c)
Unaudited Financial Statements	Section 3.4(a)
Unexercised Azur Options	Section 8.1(k)
Working Capital	Section 3.4(f)

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Section 1.2 Usage.

(a) Interpretation. In this Agreement, unless a clear contrary intention appears:

(i) the singular number includes the plural number and vice versa;

(ii) reference to any Persons include such Person s legal representatives, successors, assigns, but if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(iii) reference to either gender includes the other gender;

(iv) reference to any agreement, schedule, document or instrument means such agreement, schedule, document or instrument as amended or modified and in effect in accordance with the terms thereof;

(v) reference to any Law means such Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Law means that provision of such Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(vi) hereunder, hereof, hereto, and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

(vii) including (and with correlative meaning include) means including without limiting the generality of any description preceding such term;

(viii) with respect to the determination of any period of time, from means from and including and to means to but excluding ;

(ix) provided to Jazz means made available to Jazz in the Project Cannes 2011 or Project Aztec electronic datarooms with Merrill Corporation, or other permanent physical or electronic media, in each case, at least two days prior to the date hereof;

(x) references to USD $ or dollars shall be to U.S. Dollars;

(xi) any reference herein to EUR , or euros are to euros, the lawful currency of Ireland;

(xii) any references herein to a specific Section, Schedule or Exhibit shall refer, respectively, to Sections, Schedules or Exhibits of this Agreement;

(xiii) words and phrases the definitions of which are contained or referred to in the Companies Acts shall be construed as having the meanings thereby attributed to them; and

(xiv) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits (other than exhibits constituting agreements, which shall only become legally binding upon execution and delivery by the parties thereto), schedules or amendments thereto from time to time.

(b) Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted and all accounting determinations hereunder shall be made in accordance with IFRS.

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(c) Legal Representation of the Parties. This Agreement was negotiated by the Parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

ARTICLE II

THE MERGER; CLOSING OF TRANSACTIONS

Section 2.1 Time and Place of Closing. The closing of the Merger (the ***Closing***) shall take place (a) at 7:00 a.m., N.Y. time, at the offices of Cooley LLP, 1114 Avenue of the Americas, New York, NY 10036-7798, on a date to be designated jointly by Jazz and Azur, which shall be no later than the fifteenth (15th) Business Day following the later of (i) the date on which the last to be satisfied or waived of the conditions set forth in **Article VIII** (other than those conditions that by their nature cannot be satisfied until the Closing, but subject to the satisfaction or, where permitted, waiver of those conditions) shall be satisfied or waived in accordance with this Agreement or (ii) the date on which the SEC informs Azur that the SEC is prepared to declare the Azur Resale Registration Statement effective, unless Jazz waives this clause (ii) after consultation with Azur, or (b) at such other place, time and/or date as Jazz and Azur shall agree (the date on which the Closing actually takes place is referred to as the ***Closing Date***).

Section 2.2 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, Merger Sub shall be merged with and into Jazz at the Effective Time. Following the Merger, the separate corporate existence of Merger Sub shall cease and Jazz shall continue as the surviving corporation (the ***Surviving Corporation***).

Section 2.3 Effective Time. Subject to the provisions of this Agreement, a certificate of merger satisfying the applicable requirements of the DGCL shall be duly executed by Jazz and as soon as practicable following the Closing shall be filed with the Secretary of State of the State of Delaware. The Merger shall become effective at the time of the filing of such certificate of merger with the Secretary of State of the State of Delaware or at such later time as may be designated jointly by Jazz and Azur and specified in such certificate of merger (the date and time the Merger becomes effective being the ***Effective Time***).

Section 2.4 Effects of the Merger. At and after the Effective Time, the Merger will have the effects set forth in the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the separate corporate existence of Merger Sub shall cease and all the property, rights, privileges, powers and franchises of Jazz and Merger Sub shall be vested in the Surviving Corporation, and all debts, liabilities and duties of Jazz and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

Section 2.5 Governing Documents.

(a) The certificate of incorporation of the Surviving Corporation shall be amended as of the Effective Time to read in the Agreed Form as set forth on **Exhibit C**. The by-laws of Jazz, as in effect immediately prior to the Effective Time, shall be the by-laws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law.

(b) Azur shall take, or cause to be taken, such actions as are necessary so that, effective as of the Effective Time, the Memorandum and Articles of Association of Azur read in substantially the same form as the Agreed Form as set forth on **Exhibit D**.

Section 2.6 Officers and Directors.

(a) The officers and directors of Jazz as of immediately prior to the Effective Time shall be the initial officers and directors of the Surviving Corporation, until the earlier of their resignation or removal or otherwise ceasing to be an officer or a director or until their respective successors are duly elected and qualified, as the case may be.

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(b) Azur shall take, or cause to be taken, such actions as are necessary so that, effective as of the Closing the directors of Azur shall be the directors of Jazz as of immediately prior to the Closing (unless otherwise directed by Jazz at least three Business Days prior to the Closing), plus one additional director to be designated by Azur at least three Business Days prior to Closing, which individual shall be Seamus Mulligan or, at Azur s sole option, another individual designated by Azur and reasonably acceptable to Jazz (provided that such designee is a resident of a member country of the European Union), which individuals will serve as directors of Azur in such capacities until the earlier of their resignation or removal or otherwise ceasing to be a director or until their respective successors are duly elected and qualified.

(c) Azur shall take, or cause to be taken, such actions as are necessary so that, effective as of the Closing the officers of Azur shall be the individuals designated by Jazz at least three (3) Business Days prior to the Closing, which individuals will serve as officers of Azur in such capacities until the earlier of their resignation or removal or otherwise ceasing to be an officer or until their respective successors are duly appointed and qualified.

Section 2.7 Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Parties or any of their respective shareholders:

(a) Conversion of Jazz Common Stock. Each share of Jazz Common Stock issued and outstanding immediately prior to the Effective Time, and all rights in respect thereof, shall be canceled and automatically converted into and become the right to receive one Azur Ordinary Share (collectively, the ***Merger Consideration***). As a result of the Merger, at the Effective Time, each holder of a Jazz Certificate and each holder of or a Jazz Book Entry Share shall cease to have any rights with respect thereto, except the right to receive the consideration payable in respect of the shares of Jazz Common Stock represented by such Jazz Certificate or Jazz Book Entry Share (as applicable) immediately prior to the Effective Time to be issued, without interest, in consideration therefor upon surrender of such Jazz Certificate or Jazz Book Entry Share in accordance with **Section 2.8(b)** (or, in the case of a lost, stolen or destroyed Jazz Certificate or Jazz Book Entry Share, **Section 2.8(h)**). Each share of Jazz Common Stock held in treasury immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof and no distribution shall be made with respect thereto.

(b) Merger Sub Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Parties or any of their respective shareholders, each share of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Time, and all rights in respect thereof, shall forthwith be canceled and cease to exist and be converted into one fully paid and nonassessable share of common stock of the Surviving Corporation, which shall constitute the only outstanding shares of capital stock of the Surviving Corporation and which shall be held by Azur.

Section 2.8 Exchange of Shares, Certificates and Book Entry Shares.

(a) Exchange Agent. Prior to the Effective Time, Azur shall engage an institution satisfactory to Jazz (acting in its sole discretion) to act as exchange agent in connection with the Merger (the ***Exchange Agent***). At or prior to the Effective Time, Azur shall issue to the Exchange Agent, in trust for the benefit of the holders of shares of Jazz Common Stock immediately prior to the Effective Time, certificates representing the Azur Ordinary Shares issued pursuant to **Section 2.7(a)** (or appropriate alternative arrangements satisfactory to Jazz (acting in its sole discretion) shall be made by Azur if uncertificated Azur Ordinary Shares will be issued). All certificates representing Azur Ordinary Shares deposited with the Exchange Agent shall hereinafter be referred to as the ***Exchange Fund*** .

(b) Exchange Procedures. As soon as reasonably practicable after the Effective Time, and in any event within ten (10) Business Days after the Effective Time, Azur shall cause the Exchange Agent to mail to each holder of record of a certificate or certificates which immediately prior to the Effective Time represented

outstanding shares of Jazz Common Stock (the ***Jazz Certificates***) and each holder of record of a non-certificated outstanding share of Jazz Common Stock represented by book entry (***Jazz Book Entry Shares***), which at the Effective Time were converted into the right to receive the Merger Consideration pursuant to **Section 2.7(a)**, (i) a letter of transmittal (which shall specify that delivery shall be effected, and that risk of loss and title to the Jazz Certificates and Jazz Book Entry Shares shall pass, only upon delivery of the Jazz Certificates or Jazz Book Entry Shares (as applicable) to the Exchange Agent and which shall be in form and substance reasonably satisfactory to Jazz), and (ii) instructions for use in effecting the surrender of the Jazz Certificates and Jazz Book Entry Shares in exchange for Azur Ordinary Shares. Upon surrender of Jazz Certificates or Jazz Book Entry Shares (as applicable) for cancellation to the Exchange Agent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, and such other documents as may reasonably be required by the Exchange Agent, the holder of such Jazz Certificates or Jazz Book Entry Shares (as applicable) shall be entitled to receive in exchange therefor that number of Azur Ordinary Shares (after taking into account all Jazz Certificates or Jazz Book Entry Shares (as applicable) surrendered by such holder) to which such holder is entitled pursuant to **Section 2.7(a)** (which may be in uncertificated form), and the Jazz Certificates or Jazz Book Entry Shares (as applicable) so surrendered shall forthwith be canceled. In the event of a transfer of ownership of shares of Jazz Common Stock which is not registered in the transfer records of Jazz, the proper number of Azur Ordinary Shares in form may be transferred to a Person other than the Person in whose name the Jazz Certificate or Jazz Book Entry Shares (as applicable) so surrendered is registered, if such Jazz Certificate or Jazz Book Entry Shares (as applicable) shall be properly endorsed or otherwise be in proper form for transfer and the Person requesting such transfer shall pay any transfer or other Taxes required by reason of the issuance of Azur Ordinary Shares to a Person other than the registered holder of such Jazz Certificate or Jazz Book Entry Shares (as applicable) or establish to the reasonable satisfaction of Jazz that such Tax has been paid or is not applicable. Until surrendered as contemplated by this **Section 2.8(b)**, each Jazz Certificate or Jazz Book Entry Shares (as applicable) shall be deemed at any time after the Effective Time to represent only the right to receive the Merger Consideration upon such surrender. No interest shall be paid or shall accrue on any amount payable pursuant to **Section 2.7(a)**.

(c) Distributions with Respect to Unexchanged Shares. No dividends or other distributions with respect to Azur Ordinary Shares with a record date after the Effective Time shall be paid to the holder of any unsurrendered Jazz Certificate or Jazz Book Entry Shares (as applicable) with respect to the Azur Ordinary Shares represented thereby until such Jazz Certificate or Jazz Book Entry Shares (as applicable) has been surrendered in accordance with this **Section 2.8**. Subject to applicable Law and the provisions of this **Section 2.8**, following surrender of any such Jazz Certificate or Jazz Book Entry Shares (as applicable), there shall be transferred or paid to the record holder thereof by the Exchange Agent, without interest promptly after such surrender, the number of Azur Ordinary Shares transferrable in exchange therefor pursuant to this **Section 2.8** and the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole Azur Ordinary Shares.

(d) No Further Ownership Rights in Jazz Common Stock. All Azur Ordinary Shares transferred upon the surrender for exchange of Jazz Certificates and Jazz Book Entry Shares (as applicable) in accordance with the terms of this **Article II** shall be deemed to have been transferred in full satisfaction of all rights pertaining to the shares of Jazz Common Stock previously represented by such Jazz Certificates or Jazz Book Entry Shares (as applicable). After the Effective Time, the stock transfer books of Jazz shall be closed, and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Jazz Common Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Jazz Certificates or Jazz Book Entry Shares are presented to the Surviving Corporation or the Exchange Agent for any reason, they shall be canceled and exchanged as provided in this **Article II**.

(e) Termination of Exchange Fund. Any portion of the Exchange Fund which has not been transferred to the holders of Jazz Certificates or Jazz Book Entry Shares (as applicable) as of the one year anniversary of the Effective Time shall be delivered to Azur or its designee, upon demand, and the Azur Ordinary Shares included therein shall be sold at the best price reasonably obtainable at that time. Any holder of

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Jazz Certificates or Jazz Book Entry Shares (as applicable) who has not complied with this **Article II** prior to the one year anniversary of the Effective Time shall thereafter look only to Azur for payment of such holder s claim for the Merger Consideration (subject to abandoned property, escheat or other similar applicable Laws).

(f) No Liability. None of Merger Sub, Jazz, any Azur Group Entity or the Exchange Agent or any of their respective directors, officers, employees and agents shall be liable to any Person in respect of any Azur Ordinary Shares (or dividends or distributions with respect thereto) from the Exchange Fund delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

(g) Withholding Rights. Azur and the Exchange Agent shall be entitled to deduct and withhold from any amount payable pursuant to this Agreement to any Person who was a holder of Jazz Common Stock immediately prior to the Effective Time such amounts as Azur or the Exchange Agent may be required to deduct and withhold with respect to the making of such payment under the Code or any other provision of federal, state, local or non-U.S. Tax law. To the extent that amounts are so withheld by Azur or the Exchange Agent, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person to whom such consideration would otherwise have been paid.

(h) Lost, Stolen or Destroyed Certificates. In the event any Jazz Certificates shall have been lost, stolen or destroyed, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed Jazz Certificates, upon the making of an affidavit of that fact by the holder thereof, such Azur Ordinary Shares as may be required pursuant to **Section 2.7(a)**; *provided*, that Azur may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed Jazz Certificates to deliver an agreement of indemnification in a form reasonably satisfactory to Azur, or a bond in such sum as Azur may reasonably direct as indemnity, against any claim that may be made against Azur or the Exchange Agent in respect of the Jazz Certificates alleged to have been lost, stolen or destroyed.

Section 2.9 Jazz Stock Based Awards and Equity Plans.

(a) Each Jazz Option that is outstanding immediately prior to the Effective Time shall be converted at the Effective Time into an option to acquire, on substantially the same terms and conditions as were applicable under such Jazz Option, the number of Azur Ordinary Shares equal to the number of shares of Jazz Common Stock subject to such Jazz Option immediately prior to the Effective Time, at an exercise price per Azur Ordinary Share equal to the exercise price per share of Jazz Common Stock otherwise purchasable pursuant to such Jazz Option.

(b) Each Jazz Stock Award that is outstanding immediately prior to the Effective Time shall be converted at the Effective Time into a right to receive, on substantially the same terms and conditions as were applicable under such Jazz Stock Award, the number of Azur Ordinary Shares equal to the number of shares of Jazz Common Stock subject to such Jazz Stock Award immediately prior to the Effective Time.

(c) The adjustments provided in **Section 2.9** with respect to any Jazz Options that are incentive stock options (as defined in Section 422 of the Code) are intended to be effected in a manner that is consistent with Section 424(a) of the Code. For the avoidance of doubt, the exercise price of, and the number of shares subject to, each Jazz Option adjusted pursuant to **Section 2.9** shall be determined in a manner necessary to comply with Section 409A of the Code and the Treasury Regulations thereunder.

(d) As of the Effective Time, Azur will assume Jazz s 2003 Equity Incentive Plan, 2007 Equity Incentive Plan (the ***2007 Plan***), 2007 Employee Stock Purchase Plan (the ***ESPP***) Amended and Restated 2007 Non-Employee Directors Stock Option Plan (the ***Directors Plan***), Amended and Restated Directors Deferred Compensation Plan (the ***Deferred Plan***) and any other equity plans that have been approved by the board of directors and stockholders of Jazz prior to the Effective Time (collectively, the ***Jazz Equity Plans***)

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and be able to grant stock awards, to the extent permissible by applicable Laws and NASDAQ regulations, under the terms of the Jazz Equity Plans to issue the reserved but unissued shares of Jazz Common Stock (including shares subject to the unexercised or unissued portions of any Jazz Option or Jazz Stock Award that expire, terminate or are canceled and shares subject to any Jazz Option or Jazz Stock Award that are reacquired pursuant to the terms of the agreements under which such shares were issued that return to the Jazz Equity Plans pursuant to their terms), except that (i) shares of Jazz Common Stock covered by such awards will be Azur Ordinary Shares and (ii) all references to a number of shares of Jazz Common Stock will be changed to reference Azur Ordinary Shares.

(e) As soon as reasonably practicable following the date of this Agreement, and in any event prior to the Effective Time, the board of directors of Jazz (or, if appropriate, any committee administering Jazz s stock-based incentive plans) and Azur shall adopt such resolutions and take such other actions as may be reasonably required to effectuate the foregoing provisions of this **Section 2.9** subject to any adjustments that may be required by Irish law or by virtue of the fact that Azur will be an Irish public limited company.

Section 2.10 Jazz Warrants. Jazz shall cause each Jazz Warrant that is outstanding immediately prior to the Effective Time to be converted at the Effective Time into a warrant to acquire, on substantially the same terms and conditions as were applicable under such Jazz Warrant, the number of Azur Ordinary Shares equal to the number of shares of Jazz Common Stock subject to such Jazz Warrant immediately prior to the Effective Time, at an exercise price per Azur Ordinary Share equal to the exercise price per share of Jazz Common Stock otherwise purchasable pursuant to such Jazz Warrant.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF AZUR

Except as set forth in the corresponding sections or subsections of the disclosure schedule delivered to Jazz by Azur on or prior to the date of this Agreement (the ***Azur Disclosure Schedule***), Azur hereby makes to Jazz each of the representations and warranties contained in this **Article III**; it being understood that disclosure of any item in any section or subsection of the Azur Disclosure Schedule shall also be deemed disclosure with respect to any other section or subsection to which the relevance of such item is readily apparent on its face.

Section 3.1 Due Incorporation; Capitalization.

(a) Each of the Azur Group Entities is duly organized, validly existing and, to the extent applicable, in good standing under the laws of the jurisdiction of its incorporation or organization. Each of the Azur Group Entities has all requisite corporate or comparable power and authority to own and operate its respective assets and properties as they are now being owned and operated. The jurisdictions in which each of the Azur Group Entities is qualified to do business as foreign corporations are set forth in **Section 3.1(a)** of the Azur Disclosure Schedule, and constitute all of the jurisdictions in which the conduct or nature of the business of each of the Azur Group Entities makes such qualification necessary, except where the failure to qualify would not reasonably be expected to have an Azur Material Adverse Effect. Except for the Subsidiaries of Azur listed on **Section 3.1(f)** of the Azur Disclosure Schedule, no Azur Group Entity owns any equity interest in any other Person.

(b) As of the date of this Agreement, the share capital of Azur is 1,000,000 divided into (A) 80,000,000 ordinary shares of 0.01 each (as the share capital value thereof may be adjusted after giving effect to the Reorganization, the ***Azur Ordinary Shares***) and (B) 2,000,000 deferred shares of 0.10 each (the ***Deferred Shares***). Of such authorized shares, as of the date of this Agreement: (1) 41,666,667 Ordinary Shares are issued and outstanding and (2) no Deferred Shares are issued and outstanding. Azur has reserved 2,083,333 Azur Ordinary Shares for grant and issuance pursuant to the Share Option Plan, of which, as of the date of this Agreement, 1,542,750 of which are subject to outstanding Azur Options and 540,583 of which are available for future grant.

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(c) All of Azur s issued and outstanding share capital is duly authorized, validly issued, fully paid and nonassessable, and is not subject to any repurchase option, forfeiture provision or restriction on transfer (other than restrictions on transfer set forth in Azur s Governing Documents or imposed by applicable Law). No shares were issued in violation of the preemptive rights of any shareholder. Except as set forth in this **Section 3.1** above or in **Section 3.1(c)** of the Azur Disclosure Schedule and except as may be created, assumed or issued in accordance with the requirements of this Agreement or any Related Agreement, there are no options, warrants, rights, convertible securities or other agreements or commitments obligating any Azur Group Entity to issue, transfer or sell, or cause the issuance, transfer or sale of, any shares of capital stock of any Azur Group Entity or to make any payments in respect of the value of any shares of any Azur Group Entity. All outstanding shares of the capital stock of each of the Azur Group Entities (excluding the Azur shares comprising the Merger Consideration) have been issued and granted in compliance with all applicable securities laws and other applicable Laws, and in compliance with the requirements of all applicable Contracts relating to the sale or issuance thereof. Except as set forth in **Section 3.1(c)** of the Azur Disclosure Schedule or as permitted pursuant to **Section 5.4** of the Azur Disclosure Schedule, no Azur Group Entity has repurchased, redeemed or otherwise reacquired shares of capital stock or other securities, other than a repurchase of unvested shares and shares subject to repurchase rights on termination of employment or consulting services and other than repurchases, redemptions or other reacquisitions of capital stock or other securities after the date of this Agreement that are consented to in writing by Jazz. Except (i) as contemplated on Schedule 1 hereto, (ii) as set forth in this **Section 3.1** above or in **Section 3.1(c)** of the Azur Disclosure Schedule and (iii) to the extent arising after the date of this Agreement and consented to in writing by Jazz, there are no outstanding obligations of any Azur Group Entity (a) to repurchase, redeem or otherwise acquire any shares of capital stock or other equity interests in any Azur Group Entity or (b) to grant preemptive or anti-dilutive rights with respect to any such shares or interests.

(d) All outstanding Azur Options were duly authorized by all necessary corporate actions. None of the Azur Options were issued in anticipation of the Transactions or for the purpose of avoiding the application of Section 7874 of the Code.

(e) Section 3.1(e) of the Azur Disclosure Schedule accurately sets forth the names of the members of the board of directors, and the committees, if any, on which such directors serve, and the names and titles of the officers of each Azur Group Entity, in each case, as of the date of this Agreement.

(f) Section 3.1(f) of the Azur Disclosure Schedule sets forth each direct or indirect Subsidiary of Azur. Azur owns, legally and beneficially, 100% of the issued shares of the capital of each of the other Azur Group Entities. No Azur Group Entity has agreed or is obligated to make any future investment in, or capital contribution to, any Person.

(g) All of the Azur Ordinary Shares issued in the Merger pursuant to this Agreement and delivered pursuant hereto will, at such times, be duly authorized, validly issued, fully paid and non-assessable and free of preemptive rights. Merger Sub has been formed solely for the purpose of executing and delivering this Agreement and consummating the transactions contemplated hereby. Merger Sub has not engaged in any business or activity other than activities related to its corporate organization and the execution and delivery of this Agreement and the Related Agreements.

Section 3.2 Due Authorization.

(a) Azur has all requisite power and authority to enter into this Agreement and each of the Related Agreements to which it is or will be a party prior to the Effective Time and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Azur of this Agreement and the Related Agreements to which it is or will be a party prior to the Effective Time have been duly and validly approved by the board of directors of Azur, and no other corporate actions or corporate proceedings on the part of Azur are necessary to authorize this Agreement, such Related Agreements and the transactions contemplated

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hereby and thereby, except for those actions which have heretofore been completed and those actions set forth in **Schedule 1**. Azur has duly and validly executed and delivered this Agreement and has duly and validly executed and delivered (or prior to or at the Effective Time will duly and validly execute and deliver) the Related Agreements to which it is or will be a party prior to the Effective Time. This Agreement constitutes the legal, valid and binding obligation of Azur, and the Related Agreements to which Azur is or will be a party and that are to be entered into prior to the Effective Time, upon execution and delivery by Azur, will constitute legal, valid and binding obligations of Azur, in each case enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors rights generally and by equitable principles.

(b) Merger Sub has all requisite power and authority to enter into this Agreement and the Related Agreements to which Merger Sub is or will be a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Merger Sub of this Agreement and the Related Agreements to which it is or will be a party have been duly and validly approved by the board of directors of Merger Sub and no other corporate actions or corporate proceedings on the part of Merger Sub are necessary to authorize this Agreement, the Related Agreements and the transactions contemplated hereby and thereby, except for those actions set forth in **Schedule 1**. Merger Sub has duly and validly executed and delivered this Agreement and has duly and validly executed and delivered (or prior to or at the Effective Time will duly and validly execute and deliver) the Related Agreements to which Merger Sub is or will be a party. This Agreement constitutes the legal, valid and binding obligation of Merger Sub and the Related Agreements to which Merger Sub is or will be a party, upon execution and delivery by Merger Sub, will constitute legal, valid and binding obligations of Merger Sub, in each case, enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors rights generally and by equitable principles.

(c) Azur has provided to Jazz accurate and complete copies as of the date of this Agreement of (i) the Governing Documents of each of the Azur Group Entities, including all amendments thereto, (ii) the stock records of all Azur Group Entities and (iii) minutes or other records of the meetings and other proceedings (including any actions taken by written consent or otherwise without a meeting) of the directors, members or stockholders, as applicable, of all Azur Group Entities for the five-year period ending on the date of this Agreement, which minutes or records are complete in all material respects. There has not been any material violation of any of the provisions of the Governing Documents of any of the Azur Group Entities, and no Azur Group Entity has taken any action that is inconsistent in any material respect with any resolution adopted by its stockholders, members or directors.

Section 3.3 Consents and Approvals; Governmental Authority Relative to This Agreement; Non-Contravention.

(a) Except for (1) filings under the HSR Act, (2) filings to be made with the SEC and NASDAQ and (3) as set forth in **Section 3.3(a)** of the Azur Disclosure Schedule, the execution, delivery and performance by Azur and each other Azur Group Entity of this Agreement and the Related Agreements to which it is or will be a party will not (i) contravene, conflict with or violate any of the terms of or the requirements of any Law or Governmental Order applicable to any Azur Group Entity, (ii) require any material filing or material registration by any Azur Group Entity with, or material consent or material approval with respect to any Azur Group Entity of, any Governmental Authority, (iii) violate or conflict with the Governing Documents of any Azur Group Entity, or (iv) contravene, conflict with or violate, in each case, in any material respect, any of the terms of or the requirements of, or give any Governmental Authority the right to revoke or withdraw or suspend, cancel, terminate or modify any material Permit held by any Azur Group Entity.

(b) Except as set forth in **Section 3.3(b)** of the Azur Disclosure Schedule, the execution, delivery and performance by each of the Azur Group Entities of this Agreement and the Related Agreements to which it is or will be a party prior to the Effective Time will not contravene, conflict with or result in a material violation or material breach of, or result in a material default, under, any Material Contract, or give any Person the right to

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(i) declare a material default or exercise any remedy under any Material Contract, (ii) accelerate the maturity or performance of any Material Contract (whether after the giving of notice or lapse of time or both), or (iii) cancel, terminate or modify any such Material Contract.

Section 3.4 Financial Statements; Undisclosed Liabilities.

(a) Azur has made available to Jazz (a) the audited consolidated balance sheets of Azur as of December 31, 2009 and December 31, 2010, and the related audited statements of income, statements of shareholders equity and statement of cash flow for the fiscal years ending on December 31, 2009 and December 31, 2010 (collectively, the ***Audited Financial Statements***), (b) the unaudited consolidated balance sheet of Azur as of June 30, 2011 (the ***Latest Balance Sheet***) and (c) the unaudited consolidated income statement of Azur for the six (6) months ended June 30, 2011 (together with the Latest Balance Sheet, the ***Unaudited Financial Statements*** and together with the Audited Financial Statements, the ***Financial Statements***). Azur has made available to Jazz the unaudited consolidated balance sheet of Azur as of July 31, 2011 and the unaudited consolidated income statement of Azur for the month then ended.

(b) The Financial Statements have been prepared in accordance with IFRS, consistently applied (except as set forth in the footnotes attached thereto) and present fairly, in all material respects, the consolidated financial position of the Azur Group Entities as of the dates thereof and the results of operations and cash flows of the Azur Group Entities for the periods covered thereby, except that interim financial statements omit footnotes and are subject to year-end adjustments and accruals (which, in the aggregate, shall not be material in nature or amount).

(c) The systems of internal accounting controls maintained by Azur are sufficient to provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets.

(d) Except as set forth in the Financial Statements (including to the extent reserved for therein and including items disclosed in the notes thereto), to the Knowledge of Azur Group Entities, no Azur Group Entity has any liability, debt, claim or obligation of any nature, whether accrued, absolute, direct or indirect, contingent or otherwise, whether due or to become due, that would be required to be included on a balance sheet prepared in accordance with IFRS, consistently applied (the ***Liabilities***), except for: (i) Liabilities disclosed in **Section 3.4(d)** of the Azur Disclosure Schedule, (ii) Liabilities incurred in the ordinary and usual course of business since the date of the Latest Balance Sheet, (iii) Liabilities incurred in connection with or as a result of the transactions contemplated by this Agreement and the Related Agreements and (iv) Liabilities that are incurred after the date of this Agreement without violation of the covenants set forth in **Section 5.4(a)** of this Agreement.

(e) No Azur Group Entity has ever effected or otherwise been involved in any off-balance sheet arrangement (as defined in Item 303(a)(4)(ii) of Regulation S-K under the Securities Act). No Azur Group Entity has guaranteed or is otherwise responsible for any obligation of any other Person.

(f) As of the date of this Agreement, the Working Capital and the Cash Balance are as set forth on **Section 3.4(f)** of the Azur Disclosure Schedule. ***Working Capital*** shall mean as of the execution of this Agreement the amount by which: (1) the aggregate amount of the Azur Group Entities consolidated cash and cash equivalents and current assets exceeds (2) the aggregate amount of current liabilities and Indebtedness of the Azur Group Entities, in each case of clauses (1) and (2) as determined by IFRS applied on a basis consistent with the application thereof to the Financial Statements; *provided, however*, that for purposes of such calculation, the Parties shall disregard (i) adjustments arising from purchase accounting or otherwise arising out of the transactions contemplated by this Agreement or the Related Agreements, (ii) liabilities associated with any potential issuance of Ratchet Shares (as defined in **Section 3.1(c)** of the Azur Disclosure Schedule), and (iii) any fee owing to Lazard Middle Market LLC in connection with the Transactions. ***Cash Balance*** shall mean as of the date of this Agreement the cash and cash equivalents of the Azur Group Entities on a consolidated basis.

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Section 3.5 Title to Assets. Except as disclosed in **Section 3.5** of the Azur Disclosure Schedule, and except for assets that are sold or otherwise disposed of without violation of the covenants set forth in **Section 5.4(a)** of this Agreement, each Azur Group Entity has good title to, or a valid leasehold interest in, each of the material tangible assets purported to be owned by it, including the assets reflected in the Latest Balance Sheet and the assets reflected in the books and records of the Azur Group Entities as being owned any Azur Group Entity, free and clear of any Lien, except for Permitted Liens.

Section 3.6 Intellectual Property.

(a) Part 1 of **Section 3.6(a)** of the Azur Disclosure Schedule lists, as of the date of this Agreement, all of the Patent Rights and all registered Trademark Rights (or Trademark Rights for which applications for registration have been filed) owned solely by the Azur Group Entities as of the date of this Agreement, setting forth in each case the jurisdictions in which patents have been issued, patent applications have been filed, trademarks have been registered and trademark applications have been filed, along with the respective application, registration or filing number. Part 2 of **Section 3.6(a)** of the Azur Disclosure Schedule lists, as of the date of this Agreement, all of the Patent Rights and all registered Trademark Rights (or Trademark Rights for which applications for registration have been filed) in which the Azur Group Entities have any co-ownership interest, other than those owned solely by the Azur Group Entities, setting forth in each case the jurisdictions in which patents have been issued, patent applications have been filed, trademarks have been registered and trademark applications have been filed, along with the respective application, registration or filing number. Part 3 of **Section 3.6(a)** of the Azur Disclosure Schedule lists, to the Knowledge of the Azur Group Entities as of the date of this Agreement, all of the Patent Rights and all registered Trademark Rights (or Trademark Rights for which applications for registration have been filed) which comprise the Material Azur IP Rights that relate to a Product Candidate or Approved Product and which have been licensed, exclusively or non-exclusively, to any of the Azur Group Entities (indicating where that right, title or interest is exclusive to the Azur Group Entities).

(b) Except as set forth in **Section 3.6(b)** of the Azur Disclosure Schedule, Azur owns, co-owns or possesses legally enforceable license rights in and to all Material U.S. Azur IP Rights, free and clear of all Liens, pledges, charges, leases, mortgages and other encumbrances (other than Permitted Liens and, in the case of Material U.S. Azur IP Rights that are licensed to Azur, other than Liens arising by virtue of the Contract pursuant to which such license is granted and any Liens granted or incurred by the licensor thereof), and, in the case of Material U.S. Azur IP Rights owned or co-owned by the Azur Group Entities, except to the extent set forth in **Section 3.6(f)** of the Azur Disclosure Schedule, also free and clear of exclusive licenses granted by any Azur Group Entity and non-exclusive licenses granted by any Azur Group Entity. To the Knowledge of the Azur Group Entities, except as set forth in **Section 3.6(b)** of the Azur Disclosure Schedule, no third party which is not the U.S. Patent Office or any foreign equivalent governmental administrative agency for patent matters (***Governmental Patent Authority***) is overtly challenging in writing the right, title or interest of the Azur Group Entities or, to the Azur Group Entities Knowledge any licensor of the Azur Group Entities in, to or under the Material U.S. Azur IP Rights, or the validity, enforceability or claim construction of any Patent Rights comprising the Material U.S. Azur IP Rights that are owned or co-owned or exclusively licensed to the Azur Group Entities. To the Knowledge of the Azur Group Entities, except as set forth in **Section 3.6(b)** of the Azur Disclosure Schedule, there is no opposition, cancellation, proceeding, or objection involving a third party, other than a Governmental Patent Authority, pending with regard to any Material U.S. Azur IP Rights owned solely by the Azur Group Entities. Except as set forth in **Section 3.6(b)** of the Azur Disclosure Schedule, none of the Material U.S. Azur IP Rights owned solely by the Azur Group Entities are subject to any outstanding order of, judgment of, decree of or agreement with any Governmental Authority other than a Governmental Patent Authority. To the Knowledge of the Azur Group Entities with regard to any Material U.S. Azur IP Rights co-owned or exclusively licensed to the Azur Group Entities, except as set forth in **Section 3.6(b)** of the Azur Disclosure Schedule, there is no opposition, cancellation, proceeding, or objection involving a third party, other than a Governmental Patent Authority, pending with regard to any such Material U.S. Azur IP Rights, and such Material U.S. Azur IP Rights are not subject to any outstanding order of, judgment of, decree of or agreement with any Governmental Authority other than a Governmental Patent Authority. To the Knowledge of the Azur Group Entities, no valid basis exists for any of such challenges as set forth in this **Section 3.6(b)**.

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(c) To the Knowledge of the Azur Group Entities, except as set forth in **Section 3.6(c)** of the Azur Disclosure Schedule, as of the date of this Agreement, no Material U.S. Azur IP Rights are being infringed or misappropriated by any third party.

(d) To the Knowledge of the Azur Group Entities, except as set forth in **Section 3.6(d)** of the Azur Disclosure Schedule, the conduct of the Current Azur Business does not infringe, or constitute any contributory infringement, inducement to infringe, misappropriation or unlawful use of, any valid and enforceable IP Rights of any other person.

(e) Section 3.6(e) of the Azur Disclosure Schedule lists all Azur IP Contracts.

(f) Section 3.6(f) of the Azur Disclosure Schedule lists all written Contracts, licenses or other arrangements (excluding implied licenses granted by an Azur Group Entity) in effect as of the date of this Agreement under which any Azur Group Entity has licensed, granted or conveyed to any third party any right, title or interest in or to any Material Azur IP Rights.

(g) No Azur Group Entity is obligated to pay to any Person any royalties, fees, commissions or other amounts for the use by the Azur Group Entities of any Azur IP Rights, other than as provided in a Contract listed in **Section 3.6(e)** or **Section 3.6(f)** of the Azur Disclosure Schedule.

(h) Except as set forth in the Azur IP Contracts or as disclosed in **Section 3.6(f)** of the Azur Disclosure Schedule, no Material Azur IP Right is subject to, any Contract containing any covenant or other provision that limits or restricts in any material manner the ability of any Azur Group Entity: (i) to make, use, import, sell, offer for sale or promote any product anywhere in the world, or (ii) to use, exploit, assert or enforce any Material Azur IP Right anywhere in the world; *provided, however,* that the foregoing shall not require disclosure of any Contract solely by virtue of the fact that an Azur Group Entity is granted a license or other rights thereunder in a particular territory or field and not other territories or fields.

(i) Each of the individuals identified in **Section 3.6(i)** of the Azur Disclosure Schedule has executed and delivered to the relevant Azur Group Entity by which such individual is employed an agreement regarding the protection of proprietary information and the assignment or license to the relevant Azur Group Entity, of any IP Rights arising from services performed for such Azur Group Entity. To the Knowledge of the Azur Group Entities, none of such individuals has materially breached any such agreements. All current and former officers and employees of, and consultants and independent contractors to, the Azur Group Entities who have contributed to the creation or development of any IP Rights which relate to a Product Candidate or Approved Product or are used by the Azur Group Entities in their respective businesses as presently conducted or in the commercialization of any Approved Products have assigned or licensed any and all such IP Rights that such Person may have had to an Azur Group Entity, except to the extent an independent contractor licenses IP Rights to an Azur Group Entity pursuant to an Azur IP Contract.

(j) Neither the execution, delivery or performance of this Agreement and the Related Agreements by Azur nor the consummation by Azur of the transactions contemplated by this Agreement and the Related Agreements will (i) contravene, conflict with or result in any limitation on the Azur Group Entities right, title or interest in or to any of the Material Azur IP Rights, (ii) result in a breach of, default under or termination of any Azur IP Contract, (iii) result in the release, disclosure or delivery of any Azur IP Rights by or to any escrow agent or other Person, (iv) cause the grant, assignment or transfer to any other Person of any license or other right or interest under, to or in any of the Azur IP Rights, (v) by the terms of any Contract, cause a reduction of any royalties or other payments the Azur Group Entities would otherwise be entitled to with respect to any Azur IP Rights, or (vi) by the terms of any Azur IP Contract, an increase in any royalty or other payments any Azur Group Entity would otherwise be required to make under such Azur IP Contract.

Section 3.7 Contracts. **Section 3.7** of the Azur Disclosure Schedule contains an accurate list as of the date of this Agreement of all the Contracts of the following types to which any Azur Group Entity is a party or to

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which any of its assets or properties is subject (such Contracts as are required to be listed in Section 3.7 of the Azur Disclosure Schedule, together with the Contracts required to be listed in **Sections 3.6(e), 3.6(f), 3.6(g), 3.15** and **3.16** of the Azur Disclosure Schedule, collectively the ***Material Contracts***):

(a) any Contract: (i) relating to the merger, consolidation, reorganization, liquidation, dissolution or any similar transaction with respect to any Azur Group Entity, (ii) relating to the acquisition, issuance or transfer of any securities of any Azur Group Entity, or (iii) directly affecting or dealing with any securities of any Azur Group Entity (including any restricted share agreements or escrow agreements);

(b) any Contract with an Azur Securityholder and any contract relating to the voting and any other rights or obligations of an Azur Securityholder;

(c) any Contract reasonably expected to involve payment or receipt of an amount in excess of $250,000 per annum that relates to the research, development, testing, manufacturing or commercialization of any Product Candidate or Approved Product, including clinical trial agreements, consulting agreements, supply and contract manufacturing agreements (but excluding purchase orders and confidentiality agreements);

(d) any Contract pursuant to which any Azur Group Entity (i) is obligated to pay to any other person royalties or development or similar milestone payments with respect to any Product Candidate or Approved Product, (ii) is obligated to provide to any other person a percentage interest in the sales or revenues of any Product Candidate or Approved Product, or (iii) is obligated to supply any Product Candidate or Approved Product to a customer at specified prices, including pursuant to a most-favored-nation provision or other guarantee with respect to pricing, but excluding pursuant to purchase orders, in each case whether as of the date of this Agreement or as of a future date, including upon the occurrence of any future event;

(e) any Contract that obligates any of the Azur Group Entities to develop any product, drug or compound;

(f) any collective bargaining agreement with respect to its employees;

(g) any Contract with any current officer, employee, consultant who was paid in excess of $50,000 in 2010 or is reasonably expected to be paid in excess of $50,000 in 2011 or 2012, or director (other than employment agreements that are terminable at will without any severance or other payment obligations, except as required by law);

(h) any Contract that obligates, in any material respect, any Azur Group Entity not to compete with another Person, contemplates an exclusive relationship between any Azur Group Entity and any other Person, contains material minimum purchase obligations with respect to any Azur Group Entities, or otherwise contractually restricts any Azur Group Entity from acquiring any product, asset or service from any other Person, or providing products, assets or services to any other Person, or developing or distributing any product to any Person or in any geographic location; provided, however, that the foregoing shall not require disclosure of any Contract solely by virtue of the fact that an Azur Group Entity is granted a license or other rights thereunder in a particular territory or field and not other territories or fields;

(i) any Contract which involved the payment or receipt of an amount in excess of $250,000 during 2010 or is reasonably expected to involve the payment or receipt of an amount in excess of $250,000 during 2011;

(j) any credit agreement, loan agreement, indenture, note, mortgage, security agreement, loan commitment or other Contract relating to the borrowing of Indebtedness by any Azur Group Entity in an amount in excess of $100,000;

(k) any Contract granting to any Person a right of first refusal or option to purchase or acquire any assets valued at an amount in excess of $250,000;

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(l) any partnership or joint venture agreement; and

(m) any other Contract the termination or breach of which would reasonably be expected to have an Azur Material Adverse Effect.

Azur has provided to Jazz or otherwise made available to Jazz a true and complete copy of each Material Contract. To the Knowledge of the Azur Group Entities, each Contract identified in **Section 3.7** of the Azur Disclosure Schedule is valid and in full force and effect, and is enforceable by the applicable Azur Group Entity in accordance with its terms, subject to: (1) laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (2) rules of law governing specific performance, injunctive relief and other equitable remedies. Except as set forth in **Section 3.7A** of the Azur Disclosure Schedule: (A) no Azur Group Entity has ever violated or breached in any material respect, or committed any material default under, any Material Contract, which remains unresolved, and, to the Knowledge of the Azur Group Entities, no other Person has violated or breached in any material respect, or committed any material default under, any Material Contract which remains unresolved; (B) to the Knowledge of the Azur Group Entities, no event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or could reasonably be expected to: (1) result in a material violation or material breach of any of the provisions of any Material Contract, (2) give any Person the right to declare a material default or exercise any remedy under any Material Contract, (3) give any Person the right to accelerate the maturity or performance of any Material Contract, or (4) give any Person the right to cancel, terminate or modify any Material Contract, (C) no Azur Group Entity has received any notice or other communication regarding any actual or possible material violation or material breach of, or material default under, any Material Contract, and (D) no Azur Group Entity has waived any of their respective material rights under any Material Contract.

Section 3.8 Insurance. Section 3.8 of the Azur Disclosure Schedule contains an accurate and complete list as of the date of this Agreement of all policies of fire, liability, workmen s compensation and other forms of insurance owned by the Azur Group Entities, any policy for which application has been made, and each self-insurance or any risk-sharing arrangement. All insurance policies of the Azur Group Entities have been and are in full force and effect, all insurance premiums due thereon have been paid in full when due, and no notice of cancellation or termination has been issued or received by the Azur Group Entities. Excluding insurance policies that have expired and been replaced in the ordinary course of business, no insurance policy has been canceled within the last two (2) years and, to the Knowledge of the Azur Group Entities, no threat has been made to cancel any insurance policy of the Azur Group Entities during such period.

Section 3.9 Employee Benefit Plans.

(a) Section 3.9(a) of the Azur Disclosure Schedule lists each employee benefit plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (***ERISA***)), and each other material plan, program, policy or arrangement, including, but not limited to, employment, bonus, deferred compensation, incentive compensation, severance or termination pay, salary continuation, vacation, supplemental unemployment benefit, profit sharing, retirement, disability, insurance, life assurance, retention and change of control plans, programs or arrangements maintained, or contributed to (or required to be contributed to), by any Azur Group Entity, whether or not funded, formal or informal, for the benefit of any Employee, current or former Independent Contractor, consultant (or similar relationship) or director of any Azur Group Entity or with respect to which any Azur Group Entity has any material liability, contingent or otherwise (collectively, the ***Benefit Plans***). The Benefit Plans which are maintained for the benefit of U.S. Employees, current or former Independent Contractors, consultants (or similar relationship) or directors of any Azur Group Entity are collectively referred to as ***U.S. Benefit Plans*** and the Benefit Plans which are maintained for the benefit of Non-U.S. Employees, current or former Independent Contractor, consultant (or similar relationship) or director of any Azur Group Entity and which are exempt from ERISA by reason of Section 4(b)(4) thereof are collectively referred to herein as ***Foreign Benefit Plans*** .

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(b) Each U.S. Benefit Plan has been administered in all material respects in accordance with its terms and all applicable Laws, including ERISA and the Code.

(c) No U.S. Benefit Plan that is a welfare plan (as defined in Section 3(1) of ERISA) (a ***U.S. Welfare Plan***) provides or promises post-retirement health or life benefits to current employees or retirees of any Azur Group Entity, except to the extent required under any applicable state law or under Section 4980B of the Code. Each U.S. Welfare Plan that is a group health plan (as defined in Section 5000(b) of the Code) has at all times been in material compliance with the provisions of Section 4980B of the Code and Parts 6 and 7 of Title I of ERISA and any similar applicable state laws.

(d) Except as expressly contemplated in this Agreement (including **Schedule 1)** or the Related Agreements, or as set forth in **Section 3.9(d)** of the Azur Disclosure Schedule, the execution and delivery of this Agreement, and consummation of the Transactions will not (either alone or upon the occurrence of any additional or subsequent events) constitute an event under any Benefit Plan that will or may result in any payment (whether of severance pay or otherwise), or acceleration, vesting or increase in benefits with respect to any Employee, current or former Independent Contractor, consultant (or similar relationship) or director of any Azur Group Entity. No contractual commitments, undertakings or representations have been made or given to any Employee, current or former Independent Contractor, consultant (or similar relationship) or director of any Azur Group Entity regarding the continued operation, extension, amendment or replacement of or grants of awards or benefits under any Benefit Plan.

(e) Except as set forth in Section 3.9(e) of the Azur Disclosure Schedule, no amount paid or payable by the Azur Group Entities pursuant to any Benefit Plan or in connection with the consummation of the Transactions (either solely as a result thereof or as a result of such Transactions in conjunction with any other event) could constitute a parachute payment within the meaning of Section 280G of the Code that is subject to the imposition of an excise Tax under Section 4999 of the Code or that would not be deductible by reason of Section 280G of the Code.

(f) Except as set forth in Section 3.9(f) of the Azur Disclosure Schedule, no U.S. Benefit Plan is, and neither Azur nor any other trade or business (whether or not incorporated) which would be treated as a single employer with Azur under Section 414 of the Code has any current or potential liability with respect to, (i) a Multiemployer Plan, (ii) a multiple employer plan (as defined in Section 4063 or 4064 of ERISA) or (iii) a plan subject to Section 302 of Title I of ERISA, Section 412 of the Code or Title IV of ERISA.

(g) Neither the Azur Group Entities, nor, to the Knowledge of Azur, any of their respective directors, officers, employees or agents has, with respect to any Benefit Plan, engaged in or been a party to any non-exempt prohibited transaction, as such term is defined in Section 4975 of the Code or Section 406 of ERISA, which could reasonably be expected to result in the imposition of a material penalty assessed pursuant to Section 502(i) of ERISA or a material tax imposed by Section 4975 of the Code, in each case applicable to the Azur Group Entities or any Benefit Plan or for which any Azur Group Entity has any indemnification obligation.

(h) Each Benefit Plan that is subject to Section 409A and/or Section 457A of the Code has been operated and administered in good faith compliance with Section 409A and Section 457A of the Code, as applicable.

(i) As of the date of this Agreement, there are no material Legal Proceedings pending with respect to or, to the Knowledge of Azur, threatened on behalf of or against any U.S. Benefit Plan, the assets of any trust under any U.S. Benefit Plan, or the plan sponsor, plan administrator or any fiduciary or any U.S. Benefit Plan with respect to the administration or operation of such Benefit Plans, other than routine claims for benefits that have been or are being handled through an administrative claims procedure.

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(j) Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service (***IRS***) to such effect or is the subject of an opinion letter, and, to the Knowledge of Azur, no fact, circumstance or event has occurred or exists that would reasonably be expected to materially and adversely affect the qualified status of any such Benefit Plan. With respect to each Benefit Plan, to the extent applicable Azur has made available to Jazz complete and accurate copies of (i) the most recent annual report on Form 5500 required to have been filed with the IRS for each Benefit Plan, including all schedules thereto; (ii) the most recent determination letter, if any, from the IRS for any Benefit Plan that is intended to be qualified under Section 401(a) of the Code; (iii) the plan documents and summary plan descriptions, or a written description of the terms of any Benefit Plan that is not in writing; (iv) any related trust agreements, insurance contracts, insurance policies or other documents of any funding arrangements; and (v) any material notices to or from the IRS or any office or representative of the Department of Labor or any similar Governmental Authority relating to any compliance issues in respect of any such Benefit Plan. All contributions, premiums and other payments required to be made with respect to any Benefit Plan have been timely made.

(k) Each Azur Option (i) constitutes, or was issued under a plan that constitutes, or prior to the filing of the Azur S-8 Registration Statement referred to in **Section 5.8(i)** will constitute, an employee benefit plan within the meaning of Rule 405 under the Securities Act, (ii) was issued to an employee within the meaning of General Instruction A.1(a) to Form S-8 under the Securities Act and (iii) is non-transferable by the holder thereof. Any consultants or advisors that were granted any Azur Options that remain outstanding as of the date hereof meet the criteria set forth in General Instruction A.1(a)(1)(i)-(iii) to Form S-8 under the Securities Act.

(l) Foreign Benefit Plans:

(i) Except as set forth in **Section 3.9(l)** of the Azur Disclosure Schedule: (i) each Foreign Benefit Plan is, and has been, to the Knowledge of Azur, established, registered (where required), qualified, administered, funded (where required) and invested in compliance in all material respects with the terms thereof and all applicable Laws, (ii) with respect to each Foreign Benefit Plan, to the Knowledge of Azur, all required filings and reports have been made in a timely manner with all Governmental Authorities, (iii) all obligations of any Azur Group Entity to or under the Foreign Benefit Plans (whether pursuant to the terms thereof or any applicable Laws) have been satisfied, and to the Knowledge of Azur, there are no outstanding defaults or violations thereunder by any Azur Group Entity, (iv) full payment has been made in a timely manner of all amounts which are required to be made as contributions, payments or premiums to or in respect of any Foreign Benefit Plan under applicable Laws or under any Foreign Benefit Plan, (v) no material taxes, penalties or fees are owing or assessable under any such Foreign Benefit Plan, (vi) to the Knowledge of Azur, no event has occurred with respect to any Foreign Benefit Plan which would result in the revocation of the registration of any registered Foreign Benefit Plan, or which would entitle any Person (without the consent of the sponsor of such Foreign Benefit Plan) to wind up or terminate any such Foreign Benefit Plan, in whole or in part, or could otherwise reasonably be expected to have an adverse effect on the tax status of any such Foreign Benefit Plan, (vii) no contribution holidays have been taken under any of the Foreign Benefit Plans, and (viii) the Foreign Benefit Plans established in Ireland and providing retirement benefits (the ***Irish Pension Plans***) are defined contribution plans within the meaning of the Pensions Act 1990 (as amended) and no Azur Group Entity has any obligation or liability to contribute to the Irish Pension Plans.

(ii) To the Knowledge of Azur, there are no Legal Proceedings, investigations by the Irish Pensions Board, complaints to the Irish Pensions Ombudsman or claims (other than routine claims for benefits) in progress, outstanding, pending or threatened by any Employee, current or former independent contractor, consultant (or similar relationship) or director of any Azur Group Entity against either the provider of the PRSA or against any Azur Group Entity in respect of the PRSA or in respect of any act, event, omission or other matter arising out of or in connection with the PRSA or the provision of (or failure to provide) pension, death, sickness, disability or related benefits generally and, to the Knowledge of Azur, there are no circumstances which might give rise to any such Legal Proceedings, investigation or claim.

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(iii) With respect to each Foreign Benefit Plan, to the extent applicable, Azur has made available to Jazz complete and accurate copies of (A) the most recent annual report or similar compliance documents required to be filed with any Governmental Authority with respect to such plan and (B) any document comparable to the determination letter reference under clause (ii) of **Section 3.9(i)** issued by a Governmental Authority relating to the satisfaction of law necessary to obtain the most favorable tax treatment.

(iv) Azur has at all times complied with its obligations under Part X of the Pensions Act 1990 (as amended), including in respect of the provision of employee access to, notification to employees of, to the extent applicable, and deduction of employee contributions and their payment to the PRSA. Azur has at all times complied with all applicable Laws in relation to the provision of retirement, death, disability, sickness and related benefits to and in respect of all current and former employees and officers. While Employees of Azur have been notified of their right to contribute to the PRSA, no Employees of Azur have opted to avail of the option to make contributions in to the PRSA. Except as disclosed in **Section 3.9(l)** of the Azur Disclosure Schedule, Azur is not and never has been liable, and has not promised, to make employer contributions to the PRSA in respect of any of its current and former employees or officers. Azur has no obligation to any person under the PRSA except under the documents referred to in this **Section 3.9(l)**. With the exception of the PRSA and except as disclosed in **Section 3.9(l)** of the Azur Disclosure Schedule, (i) no Azur Group Entity is or has ever been a party, and has not proposed or announced that it will become a party, to any agreement, scheme, policy, contract, custom, practice or other arrangement (whether enforceable or not and whether or not funded for in advance) for the provision of pension, death, sickness, disability or other benefits to or in respect of any person, (ii) the Azur Group Entities have no present, future or contingent obligations (including any obligation to make contributions) in respect of the retirement, death or disability of any person, and (iii) the Azur Group Entities are not currently paying (whether on a voluntary basis or not), and has not promised to pay, any pension, retirement, sickness or disability gratuities to any person.

(v) All shares allotted or transferred pursuant to the Share Option Plan have been so allotted or transferred in accordance with the requirements of the rules of the Share Option Plan, applicable Law and Azur s Articles of Association. To the Knowledge of the Azur Group Entities, no contractual commitments, undertakings or representations have been made or given to any employees or directors of any Azur Group Entity regarding the continued operation, extension, amendment or replacement of the Share Option Plan and there are no obligations on any Azur Group Entity to make any additional share awards under any Azur share plan or otherwise and no representations have been made to employees or directors of any Azur Group Entity in this regard. All liabilities of the Azur Group Entities in connection with all Azur Options and the Share Option Plan are paid up to date and no outstanding liabilities are owed by any Azur Group Entity to any party in respect of any Azur Option or the Share Option Plan and no actions, suits or claims are outstanding, pending or, to the Knowledge of Azur, threatened against any Azur Group Entity in respect of any act, event or omission or any other matter arising out of or in connection with any Azur Option or the Share Option Plan and, to the Knowledge of Azur, there are no circumstances which might give rise to any such action, suit or claim. There are no grounds on which any employee of any Azur Group Entity could bring a valid claim for age discrimination based on the provisions of the Share Option Plan and/or the operation thereof. Azur has not at any time given any financial assistance in connection with any Azur Option or the Share Option Plan which would be prohibited under applicable law. All Azur Options and awards under the Share Option Plan have been dealt with for accounting purposes in accordance with all applicable accounting regulations, standards and guidelines.

Section 3.10 Labor Relations; Compliance.

(a) No Azur Group Entity is a party to any collective bargaining agreement or other collective labor contract. Except as set forth in **Section 3.10** of the Azur Disclosure Schedule, as of the date of this Agreement, there is not presently pending or existing and, to the Knowledge of Azur, there is not threatened, (i) any strike, slowdown, picketing, work stoppage, or employee grievance process, (ii) any Legal Proceeding against or affecting any Azur Group Entity relating to the alleged violation of any Laws or governmental regulations or contractual entitlement pertaining to labor relations or employment matters, including any charge or complaint

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filed by an employee or union with the National Labor Relations Board, the Equal Employment Opportunity Commission, or any comparable or other Governmental Authority, or (iii) any application for certification of a collective bargaining agent.

(b) Except as set forth in **Section 3.10** of the Azur Disclosure Schedule, the Azur Group Entities have complied with all applicable Law, Contracts, orders, rulings, decrees, judgments, arbitration, awards of any arbitrator or Government Authority and any other obligations of the Azur Group Entities due to or in connection with (a) any current or former Independent Contractor or consultant of the Azur Group Entities and (b) the Employees or their employment or any body representing them. Azur has paid and shall pay all sums due in relation to any current or former Independent Contractor or consultant of the Azur Group Entities and the Employees up to Closing (whether arising under common law, statute, equity or otherwise) including all remuneration, expenses, social insurance, pension contributions, liability to taxation, levies and other sums up to the date of Closing (other than amounts owing with respect to the current salary or work period which are not yet due). There are no sums owing to any current or former Independent Contractor or consultant of the Azur Group Entities or to any of the Employees other than reimbursements of expenses in accordance with the Azur Group Entities policies and wages or consulting/contracting fees for the applicable current salary or work period. As of the date of this Agreement, no current Employee who is a vice president or more senior has given notice terminating his contract of employment.

(c) Section 3.10(c)(i) of the Azur Disclosure Schedule contains a list of all employees of the Azur Group Entities in Ireland as of the date of this Agreement and **Section 3.10(c)(ii)** of the Azur Disclosure Schedule contains a list of all current employees of the Azur Group Entities in the U.S. as of the date of this Agreement. Azur has provided to Jazz prior to the date of this Agreement accurate information with respect to each of the employees listed on **Sections 3.10(c)(i)** and **3.10(c)(ii)** of the Azur Disclosure Schedule of the following details: (1) their hire dates, (2) their job title, (3) their rate of pay or annual salary, (4) any other compensation payable to them (including housing allowances, transportation allowances, compensation payable pursuant to bonus, deferred compensation or commission arrangements or other compensation, and (5) any promises or binding commitments made to them with respect to changes or additions to their compensation or benefits. Except as set forth on **Sections 3.10(c)(i)** and **3.10(c)(ii)** of the Azur Disclosure Schedule, there is no current employee of any Azur Group Entity who is not fully available to perform work because of disability or other leave.

(d) Except as set forth in **Section 3.10(d)** of the Azur Disclosure Schedule, the employment of each of the current Employees of the Azur Group Entities is terminable by the employer, in the case of employees of Azur Pharma Inc., at will, and in the case of employees of other Azur Group Entities, by the service of no more than three (3) months notice where such dismissal is fair. Azur has provided to Jazz accurate and complete copies of all employee manuals and handbooks, disclosure materials, policy statements and other materials relating to the employment of the employees of the Azur Group Entities.

(e) Azur provided to Jazz prior to the date of this Agreement with accurate details of the following with respect to each Person who is or was an Independent Contractor or consultant of any Azur Group Entity and who was paid in excess of $50,000 in 2010 or is reasonably expected to be paid in excess of $50,000 in 2011 or 2012: (i) the name of such Independent Contractor or consultant, the date as of which such Independent Contractor or consultant was originally engaged by the applicable Azur Group Entity and, if applicable, the date such Independent Contractor or consultant ceased providing services to the applicable Azur Group Entity, (ii) a general description of such Independent Contractor s or consultant s services, (iii) the aggregate dollar or euro (as applicable) amount of the compensation (including all payments or benefits of any type) received by such Independent Contractor or consultant from the Azur Group Entities with respect to services performed in the fiscal year ended December 31, 2010 and the first six months of 2011, and (iv) the terms of compensation of such Independent Contractor or consultant.

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(f) To the Knowledge of Azur, no current or former Person serving as an independent contractor or consultant of the Azur Group Entities is reasonably expected to be deemed to be a misclassified employee of an Azur Group Entity or otherwise deemed an employee of an Azur Group Entity. No independent contractor or consultant is eligible to participate in any Benefit Plan. No Azur Group Entity has ever had any temporary or leased employees that were not treated and accounted for in all respects as employees of the Azur Group Entity.

Section 3.11 Taxes.

(a) Except as set forth in **Section 3.11** of the Azur Disclosure Schedule,

(i) all material income Tax Returns required to be filed by or with respect to the Azur Group Entities have been timely filed, and such Tax Returns are complete and correct in all material respects;

(ii) all material Taxes due and payable by any Azur Group Entity (whether or not shown on any Tax Returns) have been timely paid (other than those Taxes being actively contested by the Azur Group Entities in good faith and by appropriate proceedings);

(iii) all material Taxes required to be withheld by the Azur Group Entities have been withheld and, to the extent required, have been paid over to the proper Taxing authorities; and

(iv) with respect to each Taxable period of the Azur Group Entities ending prior to the date of this Agreement, (i) the Tax Returns filed by the Azur Group Entities with respect to such period have either not been audited or have been audited and such audit has been completed without the issuance of any notice of deficiency or similar notice of additional liability, or (ii) the time for assessing Taxes with respect to such Taxable period has closed and such Taxable period is not subject to review by any Taxing authority.

(b) The U.S. Subsidiary has not entered into any transaction identified as a listed transaction for purposes of Treasury Regulations Sections 1.6011-4(b)(2) or 301.6111-2(b)(2).

(c) The U.S. Subsidiary is not nor has it ever been a member of an affiliated group within the meaning of Section 1504(a) of the Code (or any similar group defined under a similar provision of foreign, state or local Law), and has no Liability for Taxes of any other Person under Section 1.1502-6 of the Treasury Regulations (or any similar provision of foreign, state or local Law), as a transferee or successor or otherwise.

(d) The Azur Group Entities are not aware of a claim ever being made in writing by a Governmental Authority in a jurisdiction where any Azur Group Entity does not file a Tax Return that it is or may be subject to taxation by that jurisdiction.

(e) There is no tax sharing agreement that will require any payment by the Azur Group Entities after the date of this Agreement.

(f) Azur is currently, and has at all times been, classified for U.S. federal income tax purposes as an association taxable as a corporation.

(g) The representations and warranties in this **Section 3.11** and those representations and warranties in **Section 3.9** that relate to Tax matters shall constitute the sole and exclusive representations and warranties regarding the Taxes of the Azur Group Entities.

Section 3.12 Litigation. **Section 3.12** of the Azur Disclosure Schedule sets forth each instance in which any Azur Group Entity (a) is subject to any Governmental Order that remains unsatisfied in any material respect or (b) is a party to any Legal Proceedings, or to the Knowledge of Azur, is threatened to be a party to any such Legal Proceeding in the case of each of clauses (a) and (b) that would individually or in the aggregate, reasonably be expected to be material to the Azur Group Entities business or assets. Except as set forth in

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Section 3.12 of the Azur Disclosure Schedule, to the Knowledge of the Azur Group Entities, no event has occurred, and no claim, dispute or other condition exists, that will or would reasonably be expected to give rise to or serve as the basis for the commencement of any material Legal Proceeding that (i) involves the Azur Group Entities or any of their assets, (ii) challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with the Transactions in any material respect, or (iii) relates to the ownership of capital stock of any Azur Group Entity, or any options or other rights with respect to such capital stock, or the right to receive any consideration pursuant to this Agreement or the Related Agreements.

Section 3.13 Regulatory Matters.

(a) Except as set forth in **Section 3.13(a)** of the Azur Disclosure Schedule, since August 1, 2007, the Azur Group Entities have conducted, and continue to conduct, the business of the Azur Group Entities in all material respects in compliance with all applicable Laws and outstanding Governmental Orders, and the Azur Group Entities are not in violation in any material respect of any applicable Law or Governmental Order. No event has occurred, and no condition or circumstance exists, that will (with or without the notice or lapse of time) constitute or result in a material violation by any Azur Group Entity of, or a material failure on the part of any Azur Group Entity to comply with any applicable Law. Without limiting the foregoing, since August 1, 2007, except as set forth on **Section 3.13(a)** of the Azur Disclosure Schedule:

(i) the Azur Group Entities have conducted, and continue to conduct, the business of the Azur Group Entities in all material respects in compliance with all statutes, rules and regulations enforced or administered by United States Food and Drug Administration (***FDA***) with respect to the collection, manufacture, processing, holding, storing, testing, distribution and marketing of the Approved Products. Except as set forth in **Section 3.13(a)(i)** of the Azur Disclosure Schedule, the Azur Group Entities have adhered in all material respects, and continue to adhere in all material respects, to the provisions of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. §§ 301 et seq.) and all applicable regulations and guidance thereunder, including, but not limited to the following, to the extent applicable to the Approved Products: (A) the requirement for all necessary approvals, permits, and licenses, (B) any requirements required under the statutes enforced by or regulations promulgated by the FDA, (C) Good Manufacturing Practices, (D) establishment registration and product listing, and (E) label, labeling and advertising requirements. Except as set forth in **Section 3.13(a)(i)** of the Azur Disclosure Schedule, (1) the Azur Group Entities are not in receipt of any FDA notice of, or to the Knowledge of the Azur Group Entities, subject to, any FDA adverse inspection, finding of any material deficiency, finding of any material non-compliance, compelled or voluntary recall, investigation, penalty for corrective or remedial action or other compliance or enforcement action, in each case related to the Azur Group Entities business or to the facilities in which products for the Azur Group Entities business are manufactured, collected or handled, (2) since August 1, 2007, no Approved Product at the time sold or distributed by an Azur Group Entity has been recalled, suspended or discontinued as a result of any action by the FDA or by any Azur Group Entity, and (3) to the Knowledge of Azur, no claims in the United States or outside the United States (whether completed or pending) seeking the recall, withdrawal, suspension or seizure of any Approved Product are pending or threatened against any Azur Group Entity.

(ii) To the Knowledge of the Azur Group Entities, all manufacturing operations conducted by, or on behalf of, the Azur Group Entities relating to the manufacturing and testing of all Approved Products or Product Candidates are being conducted in compliance with Good Manufacturing Practices in all material respects.

(b) Except as set forth in **Section 3.13(b)** of the Azur Disclosure Schedule, all approvals, permits, licenses, consents, waivers, certifications, decrees, registrations, qualifications, clearances or other authorizations issued, granted, given or otherwise made available or the expiration or termination of any applicable waiting period by or under the authority of all Governmental Authorities (collectively, ***Permits***) that are materially necessary to permit the Azur Group Entities to carry on their businesses as currently conducted have been obtained, are in full force and effect and are being complied with in all material respects. To the Knowledge of the Azur Group Entities, since August 1, 2007, there has been no violation, cancellation, revocation or default of

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any material Permit. To the Knowledge of Azur Group Entities, except as set forth in **Section 3.13(b)** of the Azur Disclosure Schedule, since August 1, 2007, the Azur Group Entities have not received any written notice that any Governmental Authority has commenced or may commence any action to withdraw any Permit for a product or to limit the ability of any Azur Group Entity to manufacture, market or distribute any product.

(c) Except as set forth in **Section 3.13(c)** of the Azur Disclosure Schedule, since August 1, 2007, no Azur Group Entity has received any written notice of, and to the Knowledge of Azur, no Azur Group Entity is under investigation with respect to, any material violation of, or any obligation to take material remedial action under, any applicable Laws or Permits.

(d) Except as set forth in **Section 3.13(d)** of the Azur Disclosure Schedule, the Azur Group Entities have not received any written notification of any pending or, to the Knowledge of Azur, threatened, claim, suit, proceeding, hearing, enforcement, audit, investigation, warning letter, consent decree, consent agreement, corporate integrity agreement, arbitration or other action from any Governmental Authority, including, the FDA, the Drug Enforcement Administration (the ***DEA***), the Centers for Medicare & Medicaid Services, the U.S. Department of Health and Human Services Office of Inspector General and the U.S. Department of Veterans Affairs Office of Inspector General, alleging potential or actual material non-compliance by, or material liability of, any Azur Group Entity under any applicable Laws. No Azur Group Entity is a party to a corporate integrity agreement with the Office of the Inspector General of the Department of Health and Human Services or a consent decree with any Governmental Authority. No Azur Group Entity has reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority.

(e) Section 3.13(e) of the Azur Disclosure Schedule lists (i) all Notices of Inspectional Observations (Form 483), (ii) all establishment inspection reports, (iii) all recall letters and warning letters, in each case (clauses (i), (ii) and (iii)), received by the Azur Group Entities from the FDA, and the responses thereto submitted by the Azur Group Entities relating to the products manufactured or distributed by or for the Azur Group Entities that have been received since August 1, 2007, and (iv) all written communications (including by email) between the FDA and the Azur Group Entities or third parties authorized to communicate on behalf of the Azur Group Entities, dated August 5, 2008 through the date hereof. A copy of all of the items listed in **Section 3.13(e)** has been provided to Jazz. To the extent not legally prohibited, Azur shall promptly provide to Jazz all written communications and information and records regarding all of the items set forth in this **Section 3.13** arising after the date hereof through the Closing Date that are material, but in no event later than five (5) Business Days after receipt or production thereof.

(f) Prior to the date hereof, Azur has provided to Jazz true and correct copies of all material outstanding Governmental Orders in force on the date hereof specifically applicable to any Azur Group Entity.

(g) Except as set forth on **Section 3.13(g)** of the Azur Disclosure Schedule, the Azur Group Entities have (i) timely filed with the appropriate Governmental Authority all material reports required by applicable Laws or any material rebate or refund agreement to be filed by or on behalf of the Azur Group Entities with respect to the Medicaid Drug Rebate Program (42 U.S.C. § 1396r-8), Medicare Part B average sales price (42 U.S.C. § 1395w-3a(c)), and non-federal average manufacturer price (38 U.S.C. § 8126(h)(5)), and each such report has been complete and accurate in all material respects, and (ii) timely paid all material rebate or refund amounts due and owing to a Governmental Authority in accordance with applicable Laws and any material rebate or refund agreements entered into with such Governmental Authority. No material deficiency with respect to such reports, rebates or refunds has been asserted in writing or otherwise against the Azur Group Entities with respect to the Approved Products.

(h) To the Knowledge of the Azur Group Entities, no Azur Group Entity has made any materially false statements on, or material omissions from, the applications, approvals, reports and other submissions to any Governmental Authority or from any other records and documentation prepared or maintained to comply with the requirements of any Governmental Authority relating to the products.

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(i) No Azur Group Entity or, to the extent it would affect their service as such, any officer, key employee or agent of any Azur Group Entity has been convicted of any crime or engaged in any conduct that has or would reasonably be expected to result in (i) debarment under 21 U.S.C. § 335a or any similar state law or regulation or (ii) exclusion under 42 U.S.C. § 1320a-7 or any similar state law or regulation.

(j) Except as set forth in **Section 3.13(j)** of the Azur Disclosure Schedule, no Azur Group Entity or, in connection with their service as such, any director, officer, agent, employee or other person acting on behalf of any Azur Group Entity has used any corporate funds for unlawful contributions, payments, gifts or entertainment, or made any unlawful expenditures related to political activity to government officials or others. No Azur Group Entity or, in connection with their service as such, any director, officer, agent, employee or other person acting on behalf of any Azur Group Entity, has accepted or received any unlawful contributions, payments, gifts or expenditures.

(k) To the Knowledge of the Azur Group Entities, no director or officer of any of the Azur Group Entities has, directly or indirectly, made false or misleading statements to, or attempted to coerce or fraudulently influence, an accountant in connection with any audit, review, or examination of the financial statements with respect to any of the Azur Group Entities.

(l) Neither the Azur Group Entities nor any of their Affiliates is in receipt of any payment, guarantee, financial assistance or other aid from a Governmental Authority that was not, but should have been, notified to the European Commission under Article 108 of the Treaty on the Functioning of the European Union for decision declaring such aid to be compatible with the common market, or which has been found to be incompatible with the common market.

Section 3.14 Environmental Matters.

(a) Except as described in **Section 3.14** of the Azur Disclosure Schedule:

(i) each of the Azur Group Entities is in compliance with all applicable Environmental Laws, including, the possession of all Permits, required under applicable Environmental Laws and compliance with their terms and conditions;

(ii) no Azur Group Entity has received notice of a civil, criminal or administrative suit, claim, action, proceeding or investigation under any Environmental Law relating to any property or facility owned, operated or leased, by any of them;

(iii) no Azur Group Entity has received from any Governmental Authority written notice that it has been named or may be named as a responsible or potentially responsible party under any Environmental Law for any site contaminated by Hazardous Substances; and

(iv) to the Knowledge of the Azur Group Entities, no portion of any property currently owned, leased or occupied by any Azur Group Entity is Contaminated.

Section 3.15 Real Property. No Azur Group Entity owns any real property. **Section 3.15** of the Azur Disclosure Schedule contains a list of all leases pursuant to which any Azur Group Entity leases real property as tenant or licenses as licensee (the ***Leased Real Property***). Except as set forth in **Section 3.15** of the Azur Disclosure Schedule, the Azur Group Entities have a valid leasehold interest in, or right to use, as applicable, all of the Leased Real Property (including all rights, privileges and appurtenances pertaining or relating thereto) free and clear of any and all encumbrances or Liens, except for Permitted Liens. Except as set forth in **Section 3.15** of the Azur Disclosure Schedule, the Azur Group Entities are in compliance with all material terms of all leases with respect to the Leased Real Property. All deeds and documents necessary to prove good and marketable title to the Leased Real Property are in the Azur Group Entity s possession. To the Knowledge of the Azur Group

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Entities, the Azur Group Entity is in exclusive occupation of the entire of the Leased Real Property covered by the applicable lease and no other person has any right (actual or contingent) to possession or occupation of the Leased Real Property covered by the applicable lease. To the Knowledge of the Azur Group Entities, there are no notices, orders, agreements, actions or proceedings that would adversely affect the value of any of the Leased Real Property or the use and enjoyment of the Leased Real Property or would lead to any material liability upon the Azur Group Entity.

Section 3.16 Certain Business Relationships With Affiliates. Section 3.16 of the Azur Disclosure Schedule sets forth each Contract between any Azur Group Entity and any Related Party. Except as set forth in **Section 3.16** of the Azur Disclosure Schedule, no Azur Group Entity is party to any Contract with any current officer of any Azur Group Entity. Except as set forth in **Section 3.16** of the Azur Disclosure Schedule, no Related Party: (i) owns any material property or right, tangible or intangible, that is used by any Azur Group Entity, (ii) is indebted to any Azur Group Entity, (iii) in the case of current officers or directors (other than those who are only directors and/or officers of one or more Azur Group Entities organized in Bermuda), is competing or has ever competed, directly or indirectly, with any Azur Group Entity, or (iv) has any claim or right against any Azur Group Entity other than option rights or the right to receive compensation and benefits for services provided as an employee or director. Each Contract set forth in **Section 3.16** of the Azur Disclosure Schedule has been duly and validly authorized by the applicable Azur Group Entity in compliance with applicable Law.

Section 3.17 Absence of Certain Changes. Except as set forth in **Section 3.17** of the Azur Disclosure Schedule, as of the date of this Agreement, since the date of the Latest Balance Sheet, there has been no: (a) Effect that in combination with all other Effects has had, or would reasonably be expected to have, an Azur Material Adverse Effect, (b) material loss, damage or destruction to, or material interruption in, the use of, Azur Group Entities material assets, or (c) action or omission that, if such action were to be taken or occurred during the Pre-Closing Period, would violate any of the provisions of clauses (i) through (xxv) of **Section 5.4(a)**.

Section 3.18 Brokers and Finders. Azur has not used any broker or finder in connection with the Transactions other than the Azur Financial Advisor, and no other broker, finder or investment banker is entitled to any fee or commission in connections with the Transactions, and no Person is or may become entitled to receive any fee or other amount from any Azur Group Entity in connection with the Transactions.

Section 3.19 Full Disclosure. To the Knowledge of the Azur Group Entities, no representation or warranty of Azur contained in this Agreement, and no statement contained in the Azur Disclosure Schedule, contains or will contain any untrue statement of a material fact, or omit to state a material fact necessary in order to make such representations, warranties and statements contained herein or therein (in light of the circumstances under which such representations, warranties and statements were made) not false or misleading in any material respect.

Section 3.20 NO OTHER REPRESENTATIONS OR WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III OR IN THE RELATED AGREEMENTS, AZUR DOES NOT MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE AZUR GROUP ENTITIES OR THEIR ASSETS, LIABILITIES OR BUSINESSES.

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ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF JAZZ

Except as set forth in the Jazz SEC Reports filed with the SEC prior to the date hereof (except for cautionary, predictive or forward-looking statements contained therein), Jazz hereby makes to Azur each of the representations and warranties contained in this **Article IV**.

Section 4.1 Due Incorporation. Jazz is a corporation duly organized, validly existing and in good standing under the laws of Delaware with all requisite power and authority to own and operate its assets and properties as they are now being owned and operated.

Section 4.2 Due Authorization. Jazz has all requisite power and authority to enter into this Agreement and the Related Agreements to which it is or will be a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Jazz of this Agreement and the Related Agreements to which it is or will be a party have been duly and validly approved by the board of directors of Jazz and no other corporate actions or proceedings on the part of Jazz are necessary to authorize this Agreement, such Related Agreements and the transactions contemplated hereby and thereby, except for: (a) the filing of the Certificate of Merger with the Delaware Secretary of State and (b) obtaining the approval and adoption by the stockholders of Jazz of the Merger by the Required Jazz Vote. Jazz has duly and validly executed and delivered this Agreement and has duly and validly executed and delivered (or prior to or at the Closing will duly and validly execute and deliver) the Related Agreements to which it is or will be a party. This Agreement constitutes the legal, valid and binding obligation of Jazz, and the Related Agreements to which Jazz is or will be a party, upon execution and delivery by Jazz, will constitute legal, valid and binding obligations of Jazz, in each case enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors rights generally and by equitable principles.

Section 4.3 Consents and Approvals; No Violations. Except for: (a) filings under the HSR Act and (b) filings to be made with the SEC and NASDAQ, the execution, delivery and performance by Jazz of this Agreement and the Related Agreements to which it is or will be a party will not (i) contravene, conflict with or violate any of the terms of, or the requirements of any Law, or Governmental Order applicable to Jazz, (ii) require any material filing or material registration by Jazz with, or material consent or material approval with respect to Jazz of, any Governmental Authority, (iii) violate or conflict with the Governing Documents of Jazz, or (iv) contravene, conflict with or violate, in each case, in any material respect, any of the terms of, or requirements of, or give any Governmental Authority the right to revoke or withdraw or suspend, cancel, terminate or modify any material Permit held by Jazz.

Section 4.4 Capitalization; Structure.

(a) As of September 15, 2011, the authorized capital stock of Jazz consisted of (i) 150,000,000 shares of Jazz Common Stock, of which (A) 42,100,241 were issued and outstanding, (B) 8,777,552 were reserved and remained available for future issuance under the Jazz Equity Plans, (C) 5,573,419 were subject to outstanding options to acquire shares of Jazz Common Stock (such options, collectively with any similar options granted after the date hereof, the ***Jazz Options***), (D) 3,108,591 were subject to outstanding warrants to acquire shares of Jazz Common Stock (such warrants, the ***Jazz Warrants***), (E) 4,971 were subject to issuance under vested Jazz Stock Awards, and (F) 94,975 were credited to director stock accounts under the Deferred Plan (such shares, collectively with any additional shares credited to director stock accounts under the Deferred Plan after the date hereof, the ***Jazz Phantom Shares***); and (ii) 20,000,000 shares of preferred stock, par value $0.0001 per share, of which no shares were outstanding. All of the issued and outstanding shares of capital stock of Jazz are duly authorized, validly issued, fully paid and non-assessable and free of preemptive rights.

(b) All of the issued outstanding shares of capital stock or other equity interests of each of Jazz s Subsidiaries have been validly issued, are (to the extent such concept is applicable to the equity interest) fully

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paid and nonassessable, are free of preemptive rights, and are owned directly or indirectly by Jazz, free and clear of all Liens. Neither Jazz nor any of its Subsidiaries directly or indirectly owns any equity interest in any Person, other than the Subsidiaries of Jazz, that is or would be expected to be material to Jazz and its Subsidiaries taken as a whole. Except for (i) the Jazz Warrants, (ii) the Jazz Options, (iii) the Jazz Phantom Shares, (iv) the vested Jazz Stock Awards and (v) rights under Jazz s employee stock purchase plan, as of the date this Agreement there are no outstanding options, warrants or other rights of any kind to acquire from Jazz or any of its Subsidiaries, or obligations of Jazz or its Subsidiaries to issue, shares of capital stock of any class of, or other equity interests in, Jazz. All outstanding Jazz Warrants, Jazz Options, Jazz Stock Awards, Jazz Phantom Shares, and rights under Jazz s employee stock purchase plan were issued in the ordinary course of business and none of the Jazz Warrants, Jazz Options, Jazz Phantom Shares, or rights under Jazz s employee stock purchase plan were issued in anticipation of the Transactions or any other business combination or for the purpose of avoiding the application of Section 7874 of the Code.

Section 4.5 Litigation; Orders. Except as set forth in the Jazz SEC Reports, there are no Legal Proceedings pending or, to the Knowledge of Jazz, threatened in writing against Jazz or any of its Subsidiaries that would, individually or in the aggregate, reasonably be expected to be material to Jazz s business or assets. Neither Jazz nor any of its Subsidiaries is subject to any Governmental Order that remains unsatisfied in any material respect that would, individually or in the aggregate, reasonably be expected to be material to Jazz s business or assets.

Section 4.6 SEC Reports; Financial Statements.

(a) Jazz has filed all forms, reports and documents (including all Exhibits, Schedules and Annexes thereto) required to be filed by it with the SEC since January 1, 2009, including any amendments or supplements thereto (collectively, the ***Jazz SEC Reports***). As of their respective dates, none of the Jazz SEC Reports (and, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing) contained, and none of the Jazz SEC Reports filed after the date of this Agreement and prior to the Closing Date (and, if amended or superseded by a filing prior to the Closing Date, then on the date of such filing) will contain, any untrue statement of a material fact or omitted (or will have omitted) to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) The financial statements (including all related notes and schedules thereto), contained or that will be contained in the Jazz SEC Reports (or incorporated therein by reference) (the ***Jazz Financial Statements***) fairly present or will fairly present, as the case may be, in all material respects the consolidated financial position and results of operations and cash flows of Jazz and its Subsidiaries for the respective periods or as of the respective dates set forth therein, in each case in accordance with U.S. GAAP applied on a consistent basis throughout the periods involved (except as otherwise indicated therein and except, in the case of unaudited Jazz Financial Statements, for changes resulting from normal and recurring year-end adjustments).

(c) Jazz (i) maintains disclosure controls and procedures required by Rule 13a-15 under the Exchange Act that are designed to provide reasonable assurances that information relating to Jazz that is required to be disclosed in the reports that Jazz files or submits under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified in the SEC s rules and forms and is accumulated and communicated to Jazz s management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations promulgated thereunder (the ***Sarbanes-Oxley Act***) and (ii) has disclosed since January 1, 2009 to Jazz s auditors and the audit committee of the board of directors of Jazz (x) any significant deficiencies and material weaknesses in the design or operation of its internal controls over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that are reasonably likely to materially and adversely affect Jazz s ability to record, process, summarize and report financial information and (y) any fraud, to the Knowledge of Jazz, whether or not material, that involves management or other employees who have a significant role in Jazz s internal controls over financial reporting. All such disclosures were made in writing by

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management to Jazz s auditors and audit committee and a copy has previously been made available to Azur. For purposes of this **Section 4.6(c)**, the terms material weakness and significant deficiency shall have the meanings assigned to such terms in Rule 1-02 of Regulation S-K, as in effect on the date of this Agreement.

Section 4.7 Investigation; Limitation on Warranties.

(a) Jazz acknowledges and agrees that none of Azur or any of the other Azur Group Entities, nor any other Person acting on behalf of any of Azur, any of the other Azur Group Entities or any of their respective Affiliates or Representatives has made any representation or warranty to Jazz or any of its Representatives, express or implied, as to the accuracy or completeness of any information regarding Azur or any of its Subsidiary or their respective businesses or assets, except as set forth in this Agreement or (including the Azur Disclosure Schedule). Jazz further agrees that no Indemnitor will have or be subject to any liability to Jazz, Azur, or their respective Affiliates or their Representatives resulting from the distribution or use by Jazz, Azur, any Affiliate thereof or any of their agents, consultants, accountants, counsel or other representatives of the Confidential Information Memorandum prepared by Lazard Middle Market LLC, sent to Jazz on May 20, 2011 and any legal opinions, memoranda, summaries or any other information, document or material made available to Jazz or its Affiliates or representatives in certain data rooms, management presentations or any other form otherwise provided in expectation of the transactions contemplated by this Agreement, in each case except to the extent such information, document or material is the subject of a representation or warranty contained in this Agreement. Notwithstanding anything to the contrary, nothing in this **Section 4.7(a)** or elsewhere in this Agreement shall relieve any Person from liability with respect to fraud.

(b) Jazz acknowledges that it is relying on its own investigation and analysis in entering into the transactions contemplated hereby. Jazz is knowledgeable about the industries in which the Azur Group Entities operate and is capable of evaluating the merits and risks of the Transactions contemplated by this Agreement and are able to bear the substantial economic risk of such investment for an indefinite period of time. Jazz has fully reviewed this Agreement, the Azur Disclosure Schedule, the materials referenced therein and the materials in the data room relating to the transactions contemplated by this Agreement.

(c) In connection with Jazz s investigation of the Azur Group Entities, Jazz has received from or on behalf of Azur certain projections, including projected statements of operating revenues and income from operations of the Azur Group Entities and certain business plan information of the Azur Group Entities. Jazz acknowledges that there are uncertainties inherent in attempting to make such estimates, projections and other forecasts and plans, that Jazz is familiar with such uncertainties, that Jazz is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections and other forecasts and plans so furnished to it (including the reasonableness of the assumptions underlying such estimates, projections and forecasts), and that Jazz shall have no claim against any Indemnitor or any other Person with respect thereto. Accordingly, Azur makes no representation or warranty whatsoever with respect to such estimates, projections and other forecasts and plans (including the reasonableness of the assumptions underlying such estimates, projections and forecasts).

Section 4.8 Brokers, Finders. Except for the services of the Jazz Financial Advisor, neither Jazz nor any of its Subsidiaries has employed, or is subject to any valid claim of, any broker, finder, consultant or other intermediary in connection with the transactions contemplated by this Agreement who might be entitled to a fee or commission in connection with such transactions.

Section 4.9 Opinion of Jazz Financial Advisor. The board of directors of Jazz has received the opinion of the Jazz Financial Advisor, dated the date of this Agreement, to the effect that the Merger Consideration is fair from a financial point of view to Jazz s stockholders, and such opinion contains the consent of the Jazz Financial Advisor to the inclusion in full of the text of such opinion in any proxy or information statement relating to the Merger which Jazz must, under any applicable Law, file with any government agency or distribute to its stockholders and where such filing must include the Opinion.

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Section 4.10 Board Approval. The board of directors of Jazz, by resolutions duly adopted by unanimous vote at a meeting duly called and held and not subsequently rescinded or modified in any way, has duly (a) determined that the transactions contemplated by this Agreement are fair to and in the best interests of Jazz and its stockholders, (b) approved and adopted this Agreement and the Merger described herein and (c) determined to recommend to the stockholders of Jazz that such stockholders adopt this Agreement and directed that this Agreement be submitted for consideration by Jazz s stockholders at a meeting of the Jazz s stockholders.

Section 4.11 Required Stockholder Vote. The affirmative vote of holders of a majority of the voting power of the shares of Jazz Common Stock outstanding on the applicable record date is the only vote of the holders of any class of capital stock of Jazz necessary to approve the Merger (the ***Required Jazz Vote***).

Section 4.12 Antitakeover Statute. Jazz has taken or will take prior to the Closing all action necessary to exempt the Merger and this Agreement and the transactions contemplated hereby from the provisions of Section 203 of the DGCL.

Section 4.13 Intellectual Property.

(a) To the Knowledge of Jazz and except as disclosed in Jazz s SEC Documents, a Jazz Group Entity owns, co-owns or otherwise possesses legally enforceable rights in and to all Material Jazz IP Rights, free and clear of all Liens, pledges, charges, leases, mortgages and other encumbrances (other than Permitted Liens), and, in the case of Material Jazz IP Rights owned or co-owned by the Jazz Group Entities, also free and clear of exclusive licenses and non-exclusive licenses not granted in the ordinary course of business. Except as disclosed in Jazz s SEC documents, no third party is challenging the right, title or interest of the applicable Jazz Group Entity or, to Jazz s Knowledge any licensor of any Jazz Group Entity in, to or under the Material Jazz IP Rights, or the validity or enforceability of any Patent Rights comprising the Material Jazz IP Rights owned or co-owned or exclusively licensed to any Jazz Group Entity. Except as disclosed in Jazz s SEC Documents, there is no opposition, protest, interference, cancellation, reexamination, reissue, proceeding, objection or claim involving a third party pending with regard to any Material Jazz IP Rights and the Material Jazz IP Rights are not subject to any outstanding order of, judgment of, decree of or agreement with any Governmental Authority.

(b) To the Knowledge of Jazz, as of the date of this Agreement, no Material Jazz IP Rights are being infringed or misappropriated by any third party.

(c) To the Knowledge of Jazz, the conduct of the current business of the Jazz Entities in relation to the Jazz Products does not infringe or constitute contributory infringement, inducement to infringe, misappropriation or unlawful use of any valid and enforceable IP Rights of any third party.

(d) Neither the execution, delivery or performance of this Agreement and the Related Agreements by Jazz nor the consummation by Jazz of the transactions contemplated by this Agreement and the Related Agreements will (i) contravene, conflict with or result in any limitation on Jazz s right, title or interest in or to any of the Material Jazz IP Rights, (ii) result in a breach of, default under or termination of any Contract that is material to Jazz s business insofar as it relates to the Jazz Products, (iii) cause the grant, assignment or transfer to any other Person of any license or other right or interest under, to or in any of the Material Jazz IP Rights or (iv) by the terms of any Contract, cause a reduction of any royalties or other payments Jazz would otherwise be entitled to with respect to any of the Material Jazz IP Rights, except as would not reasonably be expected to have a Jazz Material Adverse Effect.

(e) No Material Jazz IP Rights have been abandoned, and the Material Jazz IP Rights have been and continue to be timely prosecuted, all necessary maintenance fees, annuities and renewals have been (or, with respect to licenses, to Jazz s Knowledge, have been) timely paid to continue all such rights in effect, and none of Jazz s Patent Rights with respect to Jazz Products have expired, lapsed, been declared invalid (in whole or in part), or declared unenforceable by any Governmental Authority.

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Section 4.14 Regulatory Matters.

(a) To the Knowledge of Jazz, since December 31, 2009, the Jazz Group Entities have conducted, and continue to conduct, the business of the Jazz Group Entities in all material respects in compliance with all Laws and outstanding Governmental Orders, and the Jazz Group Entities are not in violation in any material respect of any applicable Law or Governmental Order. Except as set forth in Jazz s SEC filings, to the Knowledge of the Jazz Group Entities, no event has occurred, and no condition or circumstance exists, that will (with or without the notice or lapse of time) constitute or result in a material violation by any Jazz Group Entity of, or a material failure on the part of any Jazz Group Entity to comply with any Law. Without limiting the foregoing, the Jazz Group Entities are, and at all times have been, in compliance in all material respects with the corporate integrity agreement and related agreements to which they are bound.

(b) Except as disclosed in Jazz s SEC filings, the Jazz Group Entities have not received any written notification of any pending or, to the Knowledge of Jazz, threatened, claim, suit, proceeding, hearing, enforcement, audit, investigation, warning letter, consent decree, consent agreement, corporate integrity agreement, arbitration or other action from any Governmental Authority, including, the FDA, the DEA, the Centers for Medicare & Medicaid Services, the U.S. Department of Health and Human Services Office of Inspector General and the U.S. Department of Veterans Affairs Office of Inspector General, alleging potential or actual material non-compliance by, or material liability of, any Jazz Group Entity under any Laws.

(c) Except as disclosed in Jazz s SEC filings, no Jazz Group Entity or, to the Knowledge of the Jazz Group Entities, to the extent it would affect their service as such, any officer, key employee or agent of any Jazz Group Entity has been convicted of any crime or engaged in any conduct that has or would reasonably be expected to result in (i) debarment under 21 U.S.C. § 335a or any similar state law or regulation or (ii) exclusion under 42 U.S.C. § 1320a-7 or any similar state law or regulation.

Section 4.15 Trading Policy. Jazz has in place customary policies that restrict trading in Jazz securities by certain Jazz Representatives, including policies that restrict certain Jazz Representatives from trading in Jazz securities outside of certain window periods (the ***Window Policy***), which Window Policy is subject to certain customary exceptions including, but not limited to, purchases or sales of Jazz securities made pursuant to, and in compliance with, a written plan that meets the requirements of Rule 10b5-1 under the Exchange Act (and the Window Policy).

ARTICLE V

COVENANTS OF THE PARTIES

Section 5.1 Access to Information; Confidentiality.

(a) During the Pre-Closing Period, subject to the Confidentiality Agreement, Azur shall, and shall cause its Subsidiaries to, give Jazz and Jazz s Representatives, upon reasonable notice, reasonable access during normal business hours to the offices, facilities, books and records of the Azur Group Entities, shall make the officers and employees of the Azur Group Entities available to Jazz and its Representatives, and furnish to Jazz and its accountants, counsel and other Representatives all such information and data concerning the Azur Group Entities and the Reorganization in the Azur Group Entities possession or control as Jazz or its Representatives may reasonably request (except to the extent that such information is subject to attorney-client or any similar privilege), in each case as Jazz and its Representatives shall from time to time reasonably request and to the extent that such access and disclosure would not obligate the Azur Group Entities to take any actions that would unreasonably disrupt the normal course of their businesses or violate the terms of any contract to which the Azur Group Entities is bound or any applicable Law.

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(b) Jazz and its Representatives shall treat and hold strictly confidential any Information (as defined in the Confidentiality Agreement) in accordance with the terms of the Confidentiality Agreement.

Section 5.2 Filings; Other Actions; Notification.

(a) Each of the Parties shall use (and shall cause its respective Subsidiaries, officers and directors, and shall use reasonable best efforts to cause its Affiliates, and Representatives, to use) their respective reasonable best efforts as soon as practicable to take or cause to be taken all actions, and to do or cause to be done all things, necessary, proper or advisable on its part under applicable Law, this Agreement and the Related Agreements to consummate and make effective the Transactions and any other transaction contemplated by the Related Agreements, including: (i) preparing and filing with the SEC the filings described in **Section 5.8** and all necessary amendments or supplements to those filings; (ii) preparing, providing and filing all documentation and other information to effect all necessary notices, reports, applications, filings and other submissions, and to obtain as promptly as is practicable all consents, approvals, waivers, licenses, permits, authorizations, registrations, qualifications, decisions, determinations or other permissions or actions necessary or advisable to be obtained from any Governmental Authority or any other Person in order to consummate the Transactions or any other transaction contemplated by the Related Agreements; (iii) providing all such information concerning such Party, its Subsidiaries and its officers, directors, employees, partners and Affiliates as may be necessary or reasonably requested in connection with any of the foregoing; and (iv) avoiding the issuance or entry of, or have vacated or terminated, any decree, order, injunction, judgment, decision or determination that would, in whole or in part, restrain, prevent or delay the consummation of the Transactions or any other transaction contemplated by the Related Agreements; *provided*, *however*, that notwithstanding anything else to the contrary in this Agreement or any Related Agreement, Jazz shall not be required to offer or agree to sell, hold separate, divest, transfer or dispose of, or accept any restriction or impairment with respect to the operation of, before or after the Closing, any material assets, operations, rights, product lines, business or interest therein of Jazz or any of its Subsidiaries, or of any Azur Group Entity, and that no Azur Group Entity shall do any of the foregoing without the advance written consent of Jazz (acting in its sole discretion).

(b) Each of the Parties shall cooperate regarding, and keep the other Parties reasonably apprised of the status of, matters relating to the completion of the Transactions and work cooperatively in connection with (i) obtaining all necessary notices, reports, applications, filings and other submissions, and to obtain as promptly as is practicable all consents, approvals, waivers, licenses, permits, authorizations, registrations, qualifications, decisions, determinations or other permissions or actions of any Governmental Authority and (ii) all other communications with any Governmental Authority (which for purposes of this **Section 5.2** includes staff of Governmental Authorities and any elected member of a Governmental Authority and their staff) with respect to the Transactions. In that regard, each Party shall: (A) promptly notify the other Parties of, and, if in writing, furnish the others with copies of (or, in the case of oral communications, advise the others orally of), any communications from or with any Governmental Authority with respect to the Transactions; (B) permit the other Parties to review and discuss in advance, and consider in good faith the views of the others in connection with, any proposed written (or any proposed oral) communication with any such Governmental Authority with respect to the Transactions; (C) furnish the other Parties with unredacted copies of all correspondence, filings and communications (including memoranda setting forth the substance thereof, including summaries of any meetings or communications for which the others were not present) between it and any such Governmental Authority with respect to the Transactions, *provided, however*, that (1) materials can be redacted with respect to information whose distribution to the other party is prohibited by law or clearly prohibited by contract; and (2) access to unredacted materials may be restricted to a party s outside counsel as is believed to be necessary in order to address reasonable concerns regarding confidentiality and/or the preservation of legal or other similar privilege so long as redacted versions, whose redactions are narrowly tailored to address those concerns, are then also made available to the other Parties; and (D) furnish the other Parties with such information and assistance as the others may reasonably request in connection with their preparation of necessary filings or submissions of information to any such Governmental Authority. Each Party may, as each deems reasonably necessary, designate competitively sensitive material provided to the other Parties under this **Section 5.2** as outside counsel

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only. Such competitively sensitive material and the information contained therein shall be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, or directors of the recipient unless express written permission is obtained in advance from the source of the materials or its legal counsel.

(c) Without limiting the generality of the undertakings provided in this **Section 5.2**, the Parties hereto agree to take or cause to be taken the following actions: (i) submitting as soon as reasonably practicable following the execution of this Agreement, with the U.S. Federal Trade Commission (the ***FTC***) and the Antitrust Division of the U.S. Department of Justice (the ***DOJ***) any Notification and Report Forms relating to the Transactions required by the HSR Act; and (ii) promptly providing the FTC and DOJ such other filings, information and documents reasonably requested or necessary, proper or advisable to permit consummation of the Transactions or any other transaction contemplated by the Related Agreements.

Section 5.3 Further Assurances; Reorganization; Satisfaction of Conditions. The Parties agree that, from time to time, whether before, at or after the Closing Date, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be necessary to carry out the purposes and intents of this Agreement. Without limiting the generality of the foregoing:

(a) Azur shall, and shall cause its Subsidiaries to, use their reasonable best efforts to take such steps as are necessary to effect the Reorganization specifically as described on **Schedule 1** hereto or as otherwise mutually and reasonably agreed by Azur and Jazz. If the Parties agree to a deviation from **Schedule 1** in accordance with this **Section 5.3(a)** (in which case, the Parties shall cause **Schedule 1** to be revised accordingly), then for purposes of this Agreement and the Azur Support Agreement, all references to **Schedule 1** shall be deemed to be references to **Schedule 1** as so revised. Azur shall make available to Jazz in a timely manner for review and comment all drafts of the documents governing or effecting the Reorganization and all other instruments or documentation relating to the Reorganization, in each case, to the extent prepared by Azur or its Representatives, and Azur shall not, and shall cause its Affiliates not to, execute any such instruments or documentation that are not in the Agreed Form, or take any actions or consummate any steps or transactions contemplated thereby, in each case, that is not reasonably satisfactory to Jazz.

(b) Azur shall use its reasonable best efforts to: (i) cause all the closing conditions contained in **Section 8.1** to be satisfied, including by obtaining and delivering the necessary agreements and documents pursuant thereto; and (ii) obtain each consent and provide any notice required to be obtained or provided by any of the Azur Group Entities pursuant to any applicable Law, Contract or otherwise in connection with the Reorganization or any of the other transactions contemplated by this Agreement. Azur shall use its commercially reasonable efforts to cause each Person who holds or will hold Azur Ordinary Shares as of the Closing to become a party to the Power of Attorney entered into on the date hereof and the Azur Support Agreement in accordance with the terms thereof or to enter into a new Power of Attorney and/or Azur Support Agreement, in each case in the applicable Agreed Form.

(c) Jazz shall use its reasonable best efforts to: (i) cause all the closing conditions contained in **Section 8.2** to be satisfied, including by obtaining and delivering the necessary agreements and documents pursuant thereto, and (ii) obtain each consent and provide any notice required to be obtained or provided by it pursuant to any applicable Law, Contract or otherwise in connection with the Merger or any of the other transactions contemplated by this Agreement, subject to the limitations set forth in the last sentence of **Section 5.2(a)** (starting with provided, however).

(d) Prior to the Closing, subject to **Section 2.6**, Azur shall, and shall cause its Subsidiaries to, take such steps as are reasonably requested by Jazz to provide for the governance of the Azur Group Entities from and after the Effective Time, including to: (i) form appropriate committees of the board of directors of any Azur Group Entity: (ii) nominate and cause to be elected, effective as of the Effective Time, such directors of the Azur Group Entities as Jazz may designate: (iii) appoint, effective as of the Effective Time, to any committee of the board of directors of any Azur Group Entity such directors as Jazz may designate: (iv) adopt and approve such committee

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charters, codes of conduct or other guidelines, principles or codes of conduct for the Azur Group Entities as Jazz may reasonably require: (v) adopt and approve such employee benefit plans, including equity-based plans, of the Azur Group Entities as Jazz may reasonably require; and (vi) take such other corporate actions and adopt such other resolutions of the board of directors of the Azur Group Entities and the shareholders of Azur as Jazz may reasonably request.

Section 5.4 Conduct of Business.

(a) Conduct of the Business. Azur agrees, as to itself and its Subsidiaries, that, during the Pre-Closing Period, except as set forth in **Section 5.4** of the Azur Disclosure Schedule, as contemplated in **Schedule 1**, as required by this Agreement or the Related Agreements, as reasonably necessary to effect the Reorganization (subject to and in accordance with this Agreement and the Related Agreements), or as otherwise agreed to in writing by Jazz (such agreement not to be unreasonably withheld, conditioned or delayed), (x) each of the Azur Group Entities shall conduct its business and operations solely in the ordinary course of business and consistent with past practices and, to the extent consistent therewith (and subject to the restrictions set forth in this **Section 5.4(a)**), (y) each of the Azur Group Entities will use commercially reasonable efforts to preserve and maintain existing relations and goodwill with Governmental Authorities, employees, customers, brokers, suppliers and other Persons with which any of the Azur Group Entities has significant business relations and (z) subject to applicable Law as agreed in good faith by counsel to Jazz, Azur shall not and shall cause each of the Azur Group Entities not to, directly or indirectly do, or commit to do, any of the following:

(i) declare, accrue, set aside or pay any dividend or make any other distribution in respect of any shares of capital stock or other securities, or repurchase, redeem or otherwise acquire any shares of capital stock or other securities of, or other ownership interests in, any Azur Group Entity;

(ii) issue, deliver, pledge, encumber, sell or authorize to sell any shares of capital stock of or other equity interests in any Azur Group Entity, or any securities convertible into any such shares of capital stock or other equity interests, or any rights, warrants or options to acquire any such shares of capital stock or other equity interests, except with respect to exercise of Azur Options outstanding prior to the date of this Agreement;

(iii) amend or otherwise alter (or propose any amendment or alteration to) the Governing Documents of any Azur Group Entity or amend any terms of the outstanding securities of any Azur Group Entity;

(iv) effect or become a party to any Contract relating to a Competing Transaction with respect to each Azur Group Entity, recapitalization, reclassification of shares, stock split, reverse split or similar transaction with respect to each Azur Group Entity, or make any investment in any equity securities of any other Person, including any joint venture, or acquire the stock or all or substantially all of the assets or rights of any other Person or any division of any other Person;

(v) sell, lease, license, assign, transfer, abandon, convey or otherwise dispose of any assets, securities, rights or property of any Azur Group Entity, other than in each case (A) sales of inventory and equipment in the ordinary course of business and consistent with past practices, or (B) not individually in excess of $500,000;

(vi) incur any Indebtedness, enter into any new or amend existing facilities relating to Indebtedness, issue or sell any debt securities or warrants or other rights to acquire any debt securities or guarantee any debt securities;

(vii) create or permit the creation of any Lien (other than a Permitted Lien) on any of the assets of any Azur Group Entities other than in the ordinary course of business and consistent with past practices;

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(viii) except in the ordinary course of business and consistent with past practices, enter into or adopt any new, or amend or terminate any existing, Benefit Plan (including any trust or other funding arrangement), other than as required by Law;

(ix) except to the extent required by the terms of any Benefit Plan or any Contract with an Independent Contractor or consultant (or similar relationship) of any Azur Group Entity existing as of the date of this Agreement or adopted or entered into after the date of this Agreement without violation of this **Section 5.4(a)**: (A) make any new grant or award, or vest, accelerate or otherwise amend any existing grant, benefit or award, under any Benefit Plan, (B) increase the compensation payable to any Employee, Independent Contractor, consultant (or similar relationship) or director of any Azur Group Entity (C) pay any severance or bonus to any Employee, current or former Independent Contractor, consultant (or similar relationship) or director of any Azur Group Entity;

(x) enter into any Contract pursuant to which any Azur Group Entity may become obligated to make any severance, termination or similar payment, or any bonus or similar payment (other than payment in respect of base salary), to any Employee, current or former Independent Contractor, consultant (or similar relationship) or director of any Azur Group Entity;

(xi) terminate any employee other than for cause (in which case Azur shall first consult with Jazz), or hire any employee, in either case, whose annual base compensation exceeds or would exceed $150,000;

(xii) enter into or forgive any loan to employees, directors, or consultants;

(xiii) enter into any new collective bargaining agreement or agreement with a trade union;

(xiv) contribute any material amount to any trust or other arrangement funding any Benefit Plan, except to the extent required by the existing terms of such Benefit Plan, trust or other funding arrangement, by any collective bargaining agreement, by any written employment agreement existing on the date of this Agreement, or by applicable Law;

(xv) (A) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization or (B) enter into any agreement or exercise any discretion providing for acceleration of payment or performance as a result of a change of control of any Azur Group Entity;

(xvi) renew or enter into any Contract with any non-compete or exclusivity provisions that would contractually restrict or limit the operations of any Azur Group Entity in any material respect;

(xvii) (A) enter into, or permit any of the assets owned or used by it to become bound by any contract that is or would constitute a Material Contract, other than Contracts specifically relating to actions falling with the exceptions to the covenants set forth in clauses (v), (xi) or (xxiv) of this **Section 5.4(a)**, or (B) modify in any material respect, amend in any material respect or terminate any Material Contract;

(xviii) enter into any Contract, other than in the ordinary course of business and consistent with past practices and that does not require (x) a term in excess of one year or (y) payments by any Azur Group Entity in excess of $500,000 per annum;

(xix) other than (A) in connection with any actual or alleged breach of this Agreement or any Related Agreement or (B) the commencement of any litigation for patent infringement in response to any certification of non-infringement or invalidity in respect of any Approved Product contained in any ANDA or similar filing, commence or settle or compromise any litigation, or waive, release, relinquish or assign any material claims or material rights, including with respect to any Azur IP Rights;

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(xx) adopt any change, other than as required by IFRS, in its accounting policies, procedures or practices;

(xxi) license or permit any rights to lapse in any Material Azur IP Rights;

(xxii) (A) make any change in any annual accounting period or adopt or change a method of accounting for Tax purposes, except as required by applicable Law, (B) make or change any Tax election, (C) file or amend any Tax Return or (D) enter into any closing agreement, settle any Tax claim or assessment relating to any of the Azur Group Entities, surrender any right to claim a refund of Taxes, or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to any Azur Group Entity (in each case other than elections, filings, settlements, closing agreements, extensions or waivers made in the ordinary course of business consistent with past practices) if such election, adoption, change, amendment, agreement, settlement, surrender, consent or other action would have the effect of increasing the Tax liability of the Azur Group Entities or the Jazz Group Entities for any period ending after the Closing Date or decreasing any Tax attribute of any Azur Group Entity or the Jazz Group Entities existing on the Closing Date;

(xxiii) lend money to any person (except for business expenses to its current employees in the ordinary course of business and consistent with past practices) or guarantee the indebtedness of any Person;

(xxiv) make any capital expenditures, except for capital expenditures that, when added to all other capital expenditures made on behalf of the Azur Group Entities during the Pre-Closing Period, do not exceed $1 million; or

(xxv) agree or commit to do any of the foregoing.

(b) Conduct by Jazz. Jazz agrees that during the Pre-Closing Period, except as expressly contemplated by this Agreement or as required by applicable Law, or as otherwise agreed to in writing by Azur (such consent not to be unreasonably withheld or delayed), Jazz shall not and shall cause its Subsidiaries not to, directly or indirectly do, or commit to do, any of the following:

(i) in the case of Jazz only, amend or otherwise change its Governing Documents;

(ii) in the case of Jazz only, (A) declare, set aside, make or pay any dividend or other distribution with respect to any of its capital stock, (B) split, combine or reclassify its outstanding shares of capital stock, or (C) repurchase, redeem or otherwise acquire, except in connection with any employee benefit plans or arrangements and except pursuant to Jazz ongoing stock repurchase program or hedging activities, or permit any of its Subsidiaries to purchase or otherwise acquire, any shares of Jazz capital stock or any securities convertible into or exchangeable or exercisable for any shares of Jazz capital stock;

(iii) in the case of Jazz only, adopt a plan of complete or partial liquidation or dissolution;

(iv) acquire by merger, consolidation or acquisition of stock or assets (from any Person other than Jazz or a Subsidiary of Jazz) any corporation, partnership or other business organization or division thereof if such acquisition would be reasonably likely to prevent the Merger from occurring prior to the Termination Date or would be reasonably likely to impede or delay the expiration or termination of the applicable waiting period under the HSR Act in respect of the Merger; or

(v) agree or commit to do any of the foregoing.

Section 5.5 Public Announcements. The Parties shall cooperate in promptly issuing the joint announcement of the execution of this Agreement in the Agreed Form. Subject to their respective legal obligations (including requirements of stock exchanges and other similar regulatory bodies), Jazz and Azur will consult with each other before issuing, or permitting any agent or Affiliate to issue (and will use reasonable best

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efforts to agree upon the text of), any other press releases or otherwise making or permitting any agent or Affiliate to make, any public statements with respect to this Agreement and the transactions contemplated hereby.

Section 5.6 No Solicitation. During the Pre-Closing Period, neither Azur nor any of its Subsidiaries shall, directly or indirectly, through any of their Representatives or Affiliates or otherwise: (a) solicit, initiate or encourage the submission of any proposal, indication of interest, inquiry or offer (the ***Proposal***) from any Person (other than Jazz) relating, with respect to any Azur Group Entity, to any direct or indirect: (i) liquidation, dissolution or recapitalization, (ii) merger or consolidation, (iii) acquisition or purchase of 50% or more of the Azur Ordinary Shares or the assets of any Azur Group Entity or any of their Subsidiaries, or (iv) similar transaction or business combination (a ***Competing Transaction***); or (b) participate in any or continue any discussions or negotiations regarding, or furnish to any other Person (other than Jazz) any information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any Person (other than Jazz) to effect a Competing Transaction. Azur shall, and shall cause all Persons acting on behalf of it to immediately cease any existing activities, discussions and negotiations with any Person with respect to any of the foregoing. Azur shall promptly (but in any event within one day) notify Jazz orally and in writing of any Proposal from any Person (other than Jazz) relating to a Competing Proposal or request for disclosure or access reasonably likely to be related to the making of such a Proposal, indicating, in connection with such notice, the identity of the Person making such Proposal and the terms and conditions of any such Proposal, including all written documentation relating thereto. Azur agrees that it shall take the necessary steps promptly to inform its Subsidiaries and any of its or their Representatives or Affiliates of the obligations undertaken by it in this **Section 5.6**.

Section 5.7 Notices of Certain Events. From time to time prior to the Closing, Azur, on the one hand, and Jazz, on the other hand, shall (and shall cause their Subsidiaries to) notify the other Parties in writing of (a) any material matter hereafter arising which, if existing, occurring or known at the date of this Agreement would have been required to be disclosed to Azur or Jazz, as the case may be, or which would render inaccurate any of the representations, warranties or statements of such Party set forth in **Article III** or **Article IV** hereof in any material respect at or prior to the Closing and (b) any failure of Azur or Jazz, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement in any material respect; *provided*, that the delivery of any notice or the making of any disclosure pursuant to this **Section 5.7** shall not (i) limit or otherwise affect any rights or remedies to the party receiving such notice or (ii) be deemed to amend or supplement the Azur Disclosure Schedule or prevent or cure any misrepresentation, breach of warranty or breach of covenant.

Section 5.8 Preparation of SEC Documents.

(a) As promptly as practicable after the date of this Agreement, each of Jazz and Azur shall cooperate and prepare, and Jazz shall cause to be filed with the SEC, a preliminary form of the proxy statement to be sent to the Jazz stockholders in connection with the Jazz Stockholders Meeting (the ***Jazz Proxy Statement***), and each of Jazz and Azur shall cooperate and prepare, and Azur (in cooperation with Jazz) shall cause to be filed the Registration Statement. Jazz will cause the Jazz Proxy Statement to comply as to form in all material respects with the applicable provisions of the Exchange Act and the rules and regulations thereunder. Each of Jazz and Azur will cause the Registration Statement to comply as to form in all material respects with the applicable provisions of the Securities Act and the rules and regulations thereunder. The Registration Statement and the Jazz Proxy Statement shall include all information reasonably requested by each of Jazz and Azur to be included therein. Each of Jazz and Azur shall use its respective reasonable best efforts to have the Jazz Proxy Statement cleared by the SEC as promptly as practicable after filing. Jazz will advise Azur, promptly after it receives notice thereof, of any request by the SEC for amendment of the Jazz Proxy Statement or comments thereon. Each of Jazz and Azur shall use its respective reasonable best efforts to have the Registration Statement declared effective under the Securities Act as promptly as practicable after filing and to remain effective as long as necessary to consummate the Transactions. Azur will advise Jazz, promptly after Azur receives notice thereof, of

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any request by the SEC for amendment of the Registration Statement or comments thereon. The Parties shall take any action reasonably required to be taken under any applicable state securities Laws (other than qualifying to do business in any jurisdiction in which it is not now so qualified or filing a general consent to service of process) in connection with the issuance of Azur Ordinary Shares in the Merger.

(b) As promptly as practicable after the initial filing of the Registration Statement with the SEC, each of Jazz and Azur shall cooperate and prepare the registration statement of Azur contemplated by Section 2.1 of the Registration Rights Agreement (the ***Azur Resale Registration Statement***). Each of Azur and Jazz will cause the Azur Resale Registration Statement to comply as to form in all material respects with the applicable provisions of the Securities Act and the rules and regulations thereunder. The Azur Resale Registration Statement shall include all information reasonably requested by each of Jazz and Azur to be included therein. Each of Jazz and Azur shall use its respective reasonable best efforts to have the Azur Resale Registration Statement declared effective under the Securities Act in accordance with the provisions of the Registration Rights Agreement. Azur will advise Jazz, promptly after Azur receives notice thereof, of any request by the SEC for amendment of the Azur Resale Registration Statement or comments thereon. Prior to the initial filing of the Azur Resale Registration Statement with the SEC, Azur shall enter into the Registration Rights Agreement in the Agreed Form with the Azur Rights Parties.

(c) Jazz and Azur shall promptly furnish to each other all information, and take such other actions (including without limitation using their respective reasonable best efforts to provide any required consents of their respective independent auditors), as may reasonably be requested in connection with any action by any of them in connection with this **Section 5.8**. Whenever any Party learns of the occurrence of any event or the existence of any fact which is required to be set forth in an amendment or supplement to the Jazz Proxy Statement, the Registration Statement, any Resale Registration Statement, any S-8 Registration Statement or any other filing made pursuant to this **Section 5.8**, Jazz or Azur, as the case may be, shall promptly inform the other of such occurrence and cooperate in filing with the SEC and/or mailing to the Jazz stockholders such amendment or supplement.

(d) No filing of, or amendment or supplement to, the Registration Statement, any Resale Registration Statement or any S-8 Registration Statement shall be made by Azur without the prior consent of Jazz, and no filing of, or amendment or supplement to, the Jazz Proxy Statement will be made by Jazz without the prior consent of Azur (in each case, which shall not be unreasonably withheld, delayed or conditioned) and without providing the applicable other Party the opportunity to review and comment thereon. Each of Jazz and Azur will advise the other, promptly after receiving oral or written notice thereof, of the time when the Registration Statement, any Resale Registration Statement or any S-8 Registration Statement has become effective or any supplement or amendment thereto has been filed, the issuance of any stop order, the suspension of the qualification of the Azur Ordinary Shares for offering or sale in any jurisdiction, or any oral or written request by the SEC for any amendment to the Jazz Proxy Statement, the Registration Statement, any Resale Registration Statement, any S-8 Registration Statement or comments thereon and responses thereto or requests by the SEC for additional information and will promptly provide the other Parties with copies of any written communication from the SEC or any state securities commission.

(e) Jazz and Azur each agrees, as to itself and its Affiliates, that none of the information supplied or to be supplied by it or its Affiliates for inclusion or incorporation by reference in the Jazz Proxy Statement or the Registration Statement, and any amendments or supplements thereto, will, at the date the Registration Statement is declared effective, at the date of mailing to stockholders of Jazz and at the time of the Jazz Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. If at any time prior to the Effective Time any information relating to Jazz or Azur, or any of their respective Affiliates, officers or directors, should be discovered by Jazz or Azur to be inaccurate or to have been omitted that should be set forth in an amendment or supplement to the Registration Statement or the Jazz Proxy Statement so that either such document would not include any misstatement of a material fact or omit

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to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Party that discovers such information shall promptly notify the other and, to the extent required by applicable Law, an appropriate amendment or supplement describing such information shall be filed promptly with the SEC and, to the extent required by Law, disseminated to the Jazz stockholders.

(f) Jazz and Azur each agrees, as to itself and its Affiliates, that none of the information supplied or to be supplied by it or its Affiliates for inclusion or incorporation by reference in any Resale Registration Statement, any S-8 Registration Statement and any amendments or supplements thereto, will, at the time any such registration statement is declared effective contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. If at any time prior to the Effective Time any information relating to Jazz or Azur, or any of their respective Affiliates, officers or directors, should be discovered by Jazz or Azur to be inaccurate or to have been omitted that should be set forth in an amendment or supplement to any such registration statement so that it would not include any misstatement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Party that discovers such information shall promptly notify the other and, to the extent required by applicable Law, an appropriate amendment or supplement describing such information shall be filed promptly with the SEC.

(g) For the sake of clarity, (i) in no event shall any Party be deemed to have supplied any information contemplated by **Section 5.8(e)** or **Section 5.8(f)** that relates solely to the other Party or its Affiliates or their businesses, performance, assets, liabilities, operations or Representatives, and (ii) in no event shall Azur be deemed to have supplied any information contemplated by **Section 5.8(e)** or **Section 5.8(f)** that: (A) was supplied by Jazz and that relates solely to Azur and its affiliates objectives, projections (whether financial, operational or otherwise) and plans for the period following the Closing, and (B) does not relate to any Contract, business, assets, liabilities, operations or Representatives of any Azur Group Entity in existence prior to the Closing.

(h) Jazz will cause the Jazz Proxy Statement to be mailed to its stockholders as promptly as practicable after the Registration Statement is declared effective under the Securities Act.

(i) As promptly as practicable after the date that the Registration Statement is declared effective under the Securities Act, or such other date as required by SEC Guidance or shall otherwise be mutually agreed by Jazz and Azur, each of Jazz and Azur shall cooperate and prepare, and Azur shall cause to be filed with the SEC, a registration statement of Azur on Form S-8 with respect to the exercise of the Azur Options outstanding as of the date of this Agreement (the ***Azur S-8 Registration Statement***). In connection with the filing of the Azur S-8 Registration Statement, each of Jazz and Azur shall cooperate and prepare the information required by Part I of Form S-8 and Rule 428 under the Securities Act, which such information shall be delivered to the holders of the Azur Options outstanding as of the date of this Agreement upon the filing of the Azur S-8 Registration Statement with the SEC (such information, the ***Azur S-8 Prospectus***). Each of Jazz and Azur will cause the Azur S-8 Registration Statement and the Azur S-8 Prospectus to comply as to form in all material respects with the applicable provisions of the Securities Act and the rules and regulations thereunder. The Azur S-8 Registration Statement and the Azur S-8 Prospectus shall include all information reasonably requested by each of Azur and Jazz to be included therein. Azur will advise Jazz, promptly after it receives notice thereof, of any request by the SEC for amendment of the Azur S-8 Registration Statement or comments thereon.

(j) Each of Jazz and Azur shall cooperate and prepare (i) a registration statement of Azur on Form S-8 with respect to the Azur Ordinary Shares issuable under the Jazz Equity Plans as of the Effective Time, including under the Jazz Options and the Jazz Stock Awards (the ***Jazz S-8 Registration Statement*** and together with the Azur S-8 Registration Statement, the ***S-8 Registration Statements*** and (ii) the information required by Part I of Form S-8 and Rule 428 under the Securities Act with respect to such registration (the ***Jazz S-8 Prospectus***). Each of Jazz and Azur shall use its respective reasonable best efforts to cause such registration statement to be

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filed with the SEC promptly following the Effective Time. Each of Azur and Jazz will cause the Jazz S-8 Registration Statement and the Jazz S-8 Prospectus to comply as to form in all material respects with the applicable provisions of the Securities Act and the rules and regulations thereunder. The Jazz S-8 Registration Statement and the Jazz S-8 Prospectus shall include all information reasonably requested by each of Azur and Jazz to be included therein. Azur will advise Jazz, promptly after it receives notice thereof, of any request by the SEC for amendment of the Jazz S-8 Registration Statement or comments thereon.

(k) Each of Jazz and Azur shall cooperate and prepare any registration statements of Azur (the ***Jazz Resale Registration Statements*** and together with the Azur Resale Registration Statements, the ***Resale Registration Statements***) as may be requested by Jazz covering the resale of Azur Ordinary Shares by Jazz Affiliates following the Effective Time (the ***Jazz Resale Shares***), including any such registrations as may be required by the terms of that certain Third Amended and Restated Investor Rights Agreement, made effective as of June 6, 2007 and as amended, by and between Jazz and the other parties named therein, and that certain Investor Rights Agreement, dated as of July 7, 2009, by and between Jazz and the parties identified therein (together, the ***Jazz Registration Rights Agreements***), and shall otherwise cooperate in effecting any assignments to Azur of Jazz s rights and obligations under the Jazz Registration Rights Agreements as of the Effective Time. If requested by Jazz, each of Jazz and Azur shall use its respective reasonable best efforts to cause any such Jazz Resale Registration statements to be filed with and declared effective by the SEC as soon as reasonably practicable following the Effective Time, which such obligation may be satisfied by inclusion of the Jazz Resale Shares in the Azur Resale Registration Statement if mutually agreed by Jazz and Azur. Each of Azur and Jazz will cause any Jazz Resale Registration Statement to comply as to form in all material respects with the applicable provisions of the Securities Act and the rules and regulations thereunder. The Jazz Resale Registration Statement shall include all information reasonably requested by each of Jazz and Azur to be included therein.

(l) Each of Azur and Jazz shall file with the SEC in a timely manner all forms, reports and documents required to be filed by it with the SEC (including, in the case of Azur, any such forms, reports and documents that are or would otherwise be required to be filed by it under Section 15(d) of the Exchange Act from and after the date that the Registration Statement is declared effective under the Securities Act and prior to the Closing Date) (collectively, the ***Reports***). Jazz and Azur each agree that none of the Reports filed by it after the date of this Agreement and prior to the Closing Date (and, if amended or superseded by a filing prior to the Closing Date, then on the date of such filing) will contain, any untrue statement of a material fact or omitted (or will have omitted) to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 5.9 Stockholder Meeting; Board Recommendation.

(a) Jazz will take all action necessary, in accordance with applicable Law and its certificate of incorporation and by-laws, to establish a record date for, duly call, give notice of, convene and hold a meeting of the stockholders of Jazz at which the stockholders of Jazz shall consider the adoption of this Agreement and the approval of the Merger (the ***Jazz Stockholders Meeting***) as promptly as practicable after the Jazz Proxy Statement has been cleared, and the Registration Statement has been declared effective, by the SEC, for the purpose of voting on the adoption of this Agreement and the approval of the Merger.

(b) Subject to the requirements of applicable Law, the board of directors of Jazz shall recommend to its stockholders the approval and adoption of the matters to be submitted to its stockholders at the Jazz Stockholders Meeting, which recommendation shall be set forth in the Jazz Proxy Statement and the Registration Statement, and shall use commercially reasonable efforts to solicit such approval. Notwithstanding the foregoing, the board of directors of Jazz may, after consultation with Azur, omit its recommendation from such documents or withdraw or modify its recommendation (***Jazz Change in Recommendation***) if, prior to receipt of the Jazz Stockholder Approval, the board of directors of Jazz determines in good faith, after consultation with its outside legal counsel, that the failure to take such action could reasonably be expected to result in breach of its fiduciary duties to the stockholders of Jazz under applicable Law.

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(c) Unless Jazz makes a Change of Recommendation in accordance with **Section 5.9(b)**, Jazz shall use reasonable best efforts to solicit from the Jazz stockholders proxies in favor of the adoption of this Agreement and approval of the Merger.

(d) The Jazz Stockholders Meeting shall be held for the purposes of seeking and obtaining the approval of the stockholders of Jazz of the requisite proposals needed for the approval of this Agreement and the consummation of the Merger and the other transactions contemplated hereby, regardless of any Jazz Change in Recommendation, unless this Agreement is terminated pursuant to **Section 10.1** prior to such meetings.

Section 5.10 Stock Exchange Listing. Each of Jazz and Azur shall use their respective reasonable best efforts to cause the Azur Ordinary Shares to be issued in the Merger and the Azur Ordinary Shares held by the Azur shareholders as of the Closing to be approved for listing on NASDAQ, subject to official notice of issuance, prior to the Closing Date.

Section 5.11 Jazz Common Stock. During the Pre-Closing Period, Azur shall not, and shall cause each of its Affiliates not to, directly or indirectly, alone or in concert with any other Person, acquire, offer to acquire or agree to acquire beneficial ownership of any shares of Jazz Common Stock.

Section 5.12 Resignations. Subject to **Section 2.6**, Azur shall use its reasonable best efforts to cause each director of the Azur Group Entities to resign in such capacity, other than individuals identified by Jazz as continuing in such capacity following the Closing, such resignations to be effective as of the Effective Time.

Section 5.13 Directors and Officers Indemnification.

(a) Jazz and Azur agree that all rights to exculpation, indemnification and advancement of expenses for acts or omissions occurring at or prior to the Closing, whether asserted or claimed prior to, at or after the Closing, now existing in favor of the current or former directors, officers or employees, as the case may be, of Jazz or its Subsidiaries, or of any Azur Group Entity (whether provided in the respective Governing Documents of such entity or in any agreement as in effect on the date hereof or entered into in accordance with this Agreement after the date hereof) shall survive the Closing and remain in full force and effect. Jazz and Azur shall use their reasonable best efforts to cause Azur or one of its Subsidiaries to enter into agreements effective as from the Closing with the directors and officers of Azur providing such individuals with such exculpation, indemnification and advancement of expenses in respect of claims against such individual in such capacity as may, under applicable Law, be provided by such entity.

(b) Azur shall and, as applicable, shall cause each of the Surviving Corporation and Azur to, maintain in effect for six (6) years from the Closing Date directors and officers liability insurance covering those persons who are currently covered by the directors and officers liability insurance policies of Jazz and Azur, as applicable, on terms not less favorable than such existing insurance coverage; provided that in the event that any claim is brought under such director s and officer s liability insurance policy, such policy shall be maintained until final disposition thereof.

Section 5.14 Re-Registration of Azur. Azur shall use its reasonable best efforts to ensure that all necessary filings are prepared and made as required under the Irish Companies (Amendment) Act 1983 in order to effect the re-registration of Azur as a public limited company prior to the Registration Statement being filed with the SEC.

Section 5.15 Financials.

(a) Within twenty five (25) days following the end of each calendar month beginning with the calendar month of August 2011, Azur shall deliver, or cause to be delivered, to Jazz the unaudited consolidated balance sheet of Azur as of the last day of such calendar month, and the related unaudited consolidated income statement, for the month then ended.

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(b) Within thirty (30) days following the last day of each fiscal quarter ending after June 30, 2011, Azur shall deliver, or cause to be delivered, to Jazz the unaudited consolidated balance sheet as of the last day of such fiscal quarter, and the related unaudited consolidated income statement, for the three (3) month period then ended.

(c) Azur shall use commercially reasonable efforts to assist Jazz in the preparation of pro forma financial statements meeting the requirements of Article 11 of SEC Regulation S-X required or advisable to be included by Jazz or Azur in (i) the Jazz Proxy Statement and the Registration Statement, (ii) any current report on Current Report on Form 8-K, or (iii) any annual, quarterly or other report, registration statement or proxy statement required to be filed by Jazz or Azur with the SEC.

Section 5.16 Section 16 Matters. Prior to the Effective Time, each of Jazz and Azur shall take all such steps as may be required (to the extent permitted under applicable Law and no-action letters issued by the SEC) to cause any dispositions of Jazz Common Stock (including derivative securities with respect to Jazz Common Stock) resulting from the Transactions by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to Jazz, and any acquisitions or dispositions (whether deemed or otherwise) of Azur Ordinary Shares (including derivative securities with respect to Azur Ordinary Shares) resulting from the Transactions by each individual who is or will be subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to Azur, to be exempt under Rule 16b-3 under the Exchange Act.

Section 5.17 Assignment Agreements. Azur shall use commercially reasonably efforts to obtain agreements regarding the protection of proprietary information and the assignment or license to the Azur Group Entities of the IP Rights arising from services performed for the Azur Group Entities by each person of the type listed on **Schedule 5.17**.

ARTICLE VI

TAX MATTERS

Section 6.1 Tax Periods. For purposes of this Agreement, (a) ***Stub Tax Period*** means the period (including all prior Taxable years) ending on the Closing Date, and (b) ***Straddle Tax Period*** means a taxable period that begins before and ends after the Closing Date.

Section 6.2 Filing of Tax Returns; Tax Matters.

(a) Azur shall prepare and file in a timely manner, all Tax Returns required to be filed by any Azur Group Entity after the date hereof and before the Closing Date with respect to any Tax. Azur shall prepare and file in a timely manner, all Tax Returns to be filed for the Stub Tax Period and a Straddle Tax Period required to be filed on or after the Closing Date with respect to any Tax. All such Tax Returns shall be prepared, and any positions and elections relating thereto made, in a manner consistent with the prior practice of the respective Azur Group Entity to the extent permitted by law. Azur hereby covenants and agrees that neither Azur nor any of its subsidiaries shall, unless required by applicable law, retroactively apply any changes or alterations in the Tax positions and elections taken by any of the Azur Group Entities on or prior to the Closing Date to any Taxable periods prior to the Closing Date in any manner that would result in a breach of any of Azur s representations or warranties contained herein or would otherwise give rise to any obligations of the Indemnitors.

(b) The Indemnitors and Azur will cooperate fully with each other in connection with the preparation and filing of any U.S. federal, state, local or foreign Tax Returns that include the business and operations of the Azur Group Entities with respect to any Taxable periods ending on or prior to the Closing Date.

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Section 6.3 Transactions Outside the Ordinary Course of Business. Any Taxes incurred as a result of any actions or transactions on the Closing Date, but after the Closing, taken by any of the Azur Group Entities that are not in the ordinary course of business and not contemplated by this Agreement shall, to the extent permitted by applicable Laws, be treated for all purposes of this Agreement and for purposes of filing all relevant Tax Returns as occurring on the date after the Closing. The Indemnitors and the Indemnitors Representative shall have no liability under this Agreement or otherwise for such Taxes and Azur shall indemnify and hold the Indemnitors and the Indemnitors Representative harmless from such Taxes.

Section 6.4 Tax Contests. Azur shall promptly notify the Indemnitors Representative in writing upon receipt by any of the Azur Group Entities of notice of any Tax audits, examinations or assessments that could give rise to a liability for which any Indemnitee may be entitled to indemnification under **Article IX**, *provided* that Azur s failure to so notify the Indemnitors Representative shall not limit Azur s rights under **Article IX** except to the extent the Indemnitors are actually prejudiced by such failure. The rights of the Indemnitors to participate in any Tax audits, examinations or assessments shall be governed by **Section 9.4**.

Section 6.5 Transfer Taxes. All federal, state, local, non-U.S. transfer, excise, sales, use, value added, registration, stamp, recording, property and similar Taxes or fees applicable to, imposed upon, or arising out of the Transactions (but not in connection with any sales, transfers or purchases of Azur Ordinary Shares following Closing) shall be paid by Jazz.

Section 6.6 Tax Treatment. The Parties hereto intend to treat and agree to treat the Reorganization as a tax-free reorganization pursuant to Code section 368(a)(1)(F) and either an exchange within the meaning of Code section 1036 or a tax-free reorganization pursuant to Code section 368(a)(1)(E) for U.S. federal income tax purposes. The Parties hereto intend to treat and agree to the treat the Merger as a reorganization pursuant to Code section 368(a)(1)(B) and Code section 368(a)(2)(E) for U.S. federal income tax purposes.

Section 6.7 Post-Closing Cooperation. Following Closing, Azur covenants to provide information reasonably requested by the Indemnitors Representative relevant to the intended tax treatment of the Transactions or the tax treatment of Azur, including but not limited to the overall existing number of outstanding shares of Azur and the ownership thereof, including with respect to any stock rights, warrants, options, convertible debt or any other instruments that can be converted into or exercised in exchange for Azur.

ARTICLE VII

EMPLOYEE BENEFITS MATTERS

Section 7.1 Treatment of Azur Options and Share Option Plan. Effective not later than immediately prior to the Effective Time, Azur shall terminate the Share Option Plan. As soon as practicable following the date of this Agreement, the board of directors of Azur shall adopt such resolutions and Azur shall take such other actions (including using commercially reasonable efforts to obtain any required consents) as may be required to effectuate the following, such that (except for any Unexercised Azur Options) no Person who is, or immediately prior to Closing will be, an Azur Securityholder, Employee or Independent Contractor, has any right to acquire any Azur Ordinary Shares pursuant to any Azur Option, or the Share Option Plan or otherwise on or after the Closing (except for rights granted after the Effective Time under the Jazz Equity Plans): (a) the exercisability and vesting of each Azur Option (except for any Unexercised Azur Options) shall be fully accelerated effective as of immediately prior to the Closing and (b) all Azur Options that are not exercised (conditionally upon Closing) prior to five (5) Business Days before the Closing Date (except for any Unexercised Azur Options), shall terminate without payment therefor and cease to be outstanding effective as of the Closing.

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Section 7.2 U.S. Employees.

(a) Welfare Benefit Continuation. All Employees who continue employment with the U.S. Subsidiary or the Surviving Corporation after the Effective Time (***Continuing Employees***) shall be eligible, as determined after the Effective Time by Azur or the Surviving Corporation, to either (1) continue participating in the health and welfare benefit plans, programs, policies and arrangements of the U.S. Subsidiary in effect immediately prior to the Effective Time (the ***U.S. Subsidiary Benefit Plans***) or (2) participate in the health and welfare benefit plans, programs, policies and arrangements of the Surviving Corporation (the ***Surviving Corporation Benefit Plans***) on substantially the same terms and conditions as applicable to similarly situated employees of the Surviving Corporation other than Continuing Employees (the ***Similarly Situated Employees***). In the event that Continuing Employees participate in the Surviving Corporation Benefit Plans after the Effective Time, and subject to any necessary transition period, applicable plan provisions, contractual requirements or Law, the Surviving Corporation shall use commercially reasonable efforts to ensure that such Continuing Employees (and their eligible dependents) receive credit under such plans for their years of service with the U.S. Subsidiary prior to the Effective Time for purposes of eligibility requirements and for purposes of satisfying any waiting periods, evidence of insurability requirements, or the application of preexisting condition limitations; *provided* that in no event shall the Continuing Employees be entitled to any credit to the extent that it would result in a duplication of benefits with respect to the same period of service. Further, after the Effective Time, the salaries of Continuing Employees shall be reviewed over a reasonable period of time and if necessary, shall be adjusted as appropriate to correspond with the salaries of Similarly Situated Employees. Nothing in this **Section 7.2(a)** or elsewhere in this Agreement shall (A) limit the right of the Surviving Corporation to amend or terminate any Surviving Corporation Benefit Plans or the right of Azur or the U.S. Subsidiary to amend or terminate any U.S. Subsidiary Benefit Plans at any time following the Effective Time or (B) be construed to create a right in any employee to employment with Azur, the U.S. Subsidiary or the Surviving Corporation and the employment of each Continuing Employee shall be at will employment. Except as set forth in **Section 9.4**, no Employee and no Continuing Employee, shall be deemed to be a third party beneficiary of this Agreement.

(b) 401(k) Plan. Unless otherwise requested by Jazz in writing at least five days prior to the Effective Time, Azur agrees to take (or cause to be taken) all actions necessary or appropriate to terminate, effective as of the day immediately prior to, and conditioned upon, the Effective Time, the Azur Pharma 401(k) Profit Sharing Plan (the ***Azur 401(k) Plan***) and shall, prior to and conditioned upon such termination, fully vest any and all unvested amounts of the accounts of all individuals who are participants under the Azur 401(k) Plan at the time of such termination. The form and substance of any resolutions providing for the termination of the Azur 401(k) Plan shall be subject to the review and approval of Jazz, which shall not be unreasonably withheld, conditioned or delayed. Azur shall deliver to Jazz an executed copy of such resolutions as soon as practicable following adoption of such resolutions and shall fully comply with such resolutions. In the event of such termination of the Azur 401(k) Plan, from and after the Effective Time, the Surviving Corporation shall provide to Continuing Employees benefits under the Jazz Inc. 401(k) Plan (the ***Jazz 401(k) Plan***) that are comparable to the benefits provided under such plan to the Similarly Situated Employees. The Surviving Corporation shall use commercially reasonable efforts to allow the Continuing Employees to make eligible rollover contributions to the Jazz 401(k) Plan of their account balances (in cash and in loan notes, if any, evidencing loans to such Continuing Employees as of the date of distribution) from the Azur 401(k) Plan as soon as practicable following the Effective Time (or, if later, the receipt of a favorable determination letter from the IRS in connection with the termination of the Azur 401(k) Plan); *provided* that, prior to terminating the Azur 401(k) Plan, the U.S. Subsidiary take any steps necessary, including amending the Azur 401(k) Plan and any related 401(k) loan policies, to ensure that such rollover of participant accounts and loan notes is permitted under the terms of the Azur 401(k) Plan and any related 401(k) loan policies.

(c) Equity Plans. As of and after the Effective Time, the Continuing Employees shall be eligible to participate in the equity plans of Azur in which the Similarly Situated Employees participate on similar terms and conditions.

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ARTICLE VIII

CONDITIONS PRECEDENT

Section 8.1 Jazz Closing Conditions. The obligations of Jazz to consummate the Merger are subject to the satisfaction (or waiver in writing by Jazz) of the following conditions precedent on or before the Closing Date:

(a) Receipt of Stockholder Approval. Jazz shall have obtained the Jazz Stockholder Approval.

(b) Accuracy of the Representations and Warranties.

(i) Each of the Special Representations and the representations contained in **Section 3.4(f)** shall have been accurate in all respects as of the date of this Agreement (other than representations and warranties which by their terms are made as of a specific date, which shall have been accurate in all respects as of such date), *provided* that any updates to the Azur Disclosure Schedule made or purported to have been made on or after the date of this Agreement shall be disregarded.

(ii) Each of the representations and warranties made by Azur contained in **Article III** other than the Special Representations and the representation contained in **Section 3.4(f)** shall have been accurate in all respects as of the date of this Agreement (other than representations and warranties which by their terms are made as of a specific date, which shall have been accurate in all respects as of such date), in each case except where the failure of such representations and warranties to be accurate does not and would not reasonably be expected to have an Azur Material Adverse Effect; *provided* that for purposes of determining the accuracy of such representations and warranties: (A) all materiality qualifications limiting the scope of such representations and warranties shall be disregarded; and (B) updates to the Azur Disclosure Schedule made or purported to have been made on or after the date of this Agreement shall be disregarded.

(iii) Each of the Special Representations shall have been accurate in all respects as of the Closing Date as if made as of the Closing Date (other than representations and warranties which by their terms are made as of a specific date, which shall have been accurate in all respects as of such date), *provided* that any updates to the Azur Disclosure Schedule made or purported to have been made on or after the date of this Agreement shall be disregarded.

(iv) Each of the representations and warranties made by Azur contained in **Article III** other than the Special Representations and the representation contained in **Section 3.4(f)** shall have been accurate in all respects as of the Closing Date (other than representations and warranties which by their terms are made as of a specific date, which shall have been accurate in all respects as of such date), in each case except where the failure of such representations and warranties to be accurate does not and would not reasonably be expected to have an Azur Material Adverse Effect; *provided,* that for purposes of determining the accuracy of such representations and warranties: (A) all materiality qualifications limiting the scope of such representations and warranties shall be disregarded; and (B) updates to the Azur Disclosure Schedule made or purported to have been made on or after the date of this Agreement shall be disregarded.

(c) Compliance with Agreements and Covenants. Azur shall have performed and complied in all material respects with each of the covenants, obligations and agreements contained in this Agreement to be performed and complied with by it on or prior to the Closing Date.

(d) No Azur Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any Azur Material Adverse Effect that has not been cured.

(e) Antitrust Clearances. The applicable waiting period under the HSR Act shall have expired or been earlier terminated.

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(f) Other Governmental and Regulatory Approvals. Other than the filings pursuant to the HSR Act, all consents, approvals and actions of, filings with and notices to any Governmental Authority required of Jazz, Azur or any of the other Azur Group Entities to consummate the Transactions, the failure of which to be obtained or made would have or would reasonably be expected to have an Azur Material Adverse Effect, shall have been obtained or made.

(g) No Prohibition. No Laws or injunction shall have been adopted, promulgated or entered by any Governmental Authority which prohibits, and no temporary restraining order, preliminary or permanent injunction or other order issued by a court or other Governmental Authority of competent jurisdiction shall be in effect having the effect of making any of the Transactions illegal or otherwise prohibiting consummation of any of the Transactions.

(h) NASDAQ Listing. The Azur Ordinary Shares to be issued in the Merger and the Azur Ordinary Shares held by the Azur shareholders as of the Closing (after taking the Reorganization into account) shall have been approved for listing on NASDAQ, subject to official notice of issuance.

(i) Registration Statement. The Registration Statement shall have been declared effective under the Securities Act and shall not be the subject of any stop order or proceedings seeking a stop order.

(j) Re-Registration of Azur. Azur shall have been re-registered as a public limited company in accordance with the provisions of the Irish Companies (Amendment) Act 1983 and a certificate of incorporation on re-registration to this effect from the Irish Companies Registration Office shall have been provided to Jazz.

(k) Reorganization. The Reorganization shall have been effected as described in **Schedule 1**. Azur shall have provided evidence of the completion of the Reorganization reasonably satisfactory to Jazz, including evidence of any necessary actions of the boards of directors, shareholders and optionholders (including the exercise of at least 98% of all Azur Options outstanding as of the date of this Agreement (any remaining unexercised Azur Options, the ***Unexercised Azur Options***) of Azur and the other Azur Group Entities in respect of the Reorganization.

(l) Certificate. Jazz shall have received at the Closing a certificate dated the Closing Date and validly executed by the chief executive officer or the chief financial officer of Azur to the effect that the conditions specified in paragraphs **(b)**, **(c)**, **(d)**, **(n),** and **(o)** of this **Section 8.1** have been satisfied.

(m) Deliveries by Azur. Azur shall have delivered the following certificates, instruments, agreements and other documents, each of which shall remain in full force and effect:

(i) the Escrow Agreement, duly executed by the parties thereto (other than Jazz and the Escrow Agent);

(ii) agreements, in form and substance reasonably satisfactory to Jazz, terminating or amending (in the same manner specified on **Schedule 8.1(m)(ii)**) the agreements identified on **Schedule 8.1(m)(ii);**

(iii) an Indemnitors Representative Power of Attorney and Contribution Agreement, substantially in the Agreed Form attached hereto as **Exhibit E**, (the ***Power of Attorney***) duly executed by each holder of Azur Ordinary Shares as of the Closing (after giving effect to all exercises of Azur Options) other than those Persons listed on **Schedule 9.2**;

(iv) documentation reasonably satisfactory to Jazz evidencing the consummation of the Reorganization; and

(v) subject to **Section 2.6**, written resignations in Agreed Form, effective as of the Effective Time, of those directors of the Azur Group Entities, in their capacities as directors, as Jazz may request, in each case to be effective as of the Effective Time.

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(n) Specified Employees and Specified Securityholders. (i) The Specified Employees shall remain employed by the Azur Group Entities and none of the Specified Employees shall have expressed an intention to terminate his or her employment with the Azur Group Entities or withdraw or rescind his or her Employment Agreement (except in each case due to disability or death), and (ii) no Specified Securityholder shall have sought, or threatened, to withdraw or rescind his or her Noncompetition Agreement.

(o) No Securityholder Litigation. No Person having or asserting a legal or beneficial ownership interest in any Azur Ordinary Shares outstanding on the date of this Agreement (excluding holders of Azur Options) shall have commenced, or threatened in writing to commence, any Legal Proceeding that has not been dismissed or otherwise resolved in a manner reasonably satisfactory to Jazz: (a) seeking to restrain or prohibit the consummation of any of the Transactions, or (b) relating to any of the Transactions and seeking to obtain from any of the Parties any material damages or any non-monetary relief.

Section 8.2 Azur Closing Conditions. The obligations of Azur to consummate the Transactions are subject to the satisfaction (or waiver in writing by Azur) of the following conditions precedent on or before the Closing Date:

(a) Receipt of Stockholder Approval. Jazz shall have obtained the Jazz Stockholder Approval.

(b) Accuracy of the Representations and Warranties.

(i) Each of the representations and warranties made by Jazz contained in **Sections 4.1** (***Due Incorporation***), **4.2** (***Due Authorization***) and **4.4(a)** (***Capitalization; Structure***) shall have been accurate in all respects as of the date of this Agreement and as of the Closing Date as if made on the Closing Date (in each case other than representations and warranties which by their terms are made as of a specific date, which shall have been accurate in all respects as of such date).

(ii) Each of the representations and warranties (other than the representations and warranties made by Jazz contained in **Sections 4.1**, **4.2** and **4.4(a)**) made by Jazz contained in **Article IV** shall have been accurate in all respects as of the date of this Agreement and as of the Closing Date as if made as of the Closing Date (in each case other than representations and warranties which by their terms are made as of a specific date, which shall have been accurate in all respects as of such date) in each case except where the failure of such representations and warranties to be accurate does not and would not reasonably be expected to have an Jazz Material Adverse Effect; *provided*, that for purposes of determining the accuracy of such representations and warranties all materiality qualifications limiting the scope of such representations and warranties shall be disregarded.

(c) Compliance with Agreements and Covenants. Jazz shall have performed and complied in all material respects with each of its covenants, obligations and agreements contained in this Agreement to be performed and complied with by it on or prior to the Closing Date.

(d) No Jazz Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any Jazz Material Adverse Effect that has not been cured.

(e) Antitrust Clearances. The applicable waiting period under the HSR Act shall have expired or been earlier terminated.

(f) Other Governmental and Regulatory Approvals. Other than the filings pursuant to the HSR Act, all consents, approvals and actions of, filings with and notices to any Governmental Authority required of Jazz, Azur or any of the other Azur Group Entities to consummate the Transactions, the failure of which to be obtained or made would have or would reasonably be expected to have a Jazz Material Adverse Effect, shall have been obtained or made.

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(g) No Prohibition. No Laws or injunction shall have been adopted, promulgated or entered by any Governmental Authority which prohibits, and no temporary restraining order, preliminary or permanent injunction or other order issued by a court or other Governmental Authority of competent jurisdiction shall be in effect having the effect of making any of the Transactions illegal or otherwise prohibiting consummation of any of the Transactions.

(h) NASDAQ Listing. The Azur Ordinary Shares to be issued in the Merger and the Azur Ordinary Shares held by the Azur shareholders as of the Closing (after taking the Reorganization into account) shall have been approved for listing on NASDAQ, subject to official notice of issuance.

(i) Registration Statement. The Registration Statement shall have been declared effective under the Securities Act and shall not be the subject of any stop order or proceedings seeking a stop order.

(j) Certificate. Azur shall have received at the Closing a certificate dated the Closing Date and validly executed by the chief executive officer or the chief financial officer of Jazz to the effect that the conditions specified in paragraphs **(b), (c) and (d)** of this **Section 8.2** have been satisfied.

(k) Deliveries by Jazz. Jazz shall have delivered to Azur the following:

(i) counterpart to the Escrow Agreement, duly executed by Jazz; and

(ii) a statement conforming to the requirements of Section 1.897 - 2(h)(1)(i) of the United States Treasury Regulations (the ***FIRPTA Statement***).

ARTICLE IX

SURVIVAL; INDEMNIFICATION

Section 9.1 Survival.

(a) Subject to **Section 9.1(b)** and **Section 9.1(d)**, the representations and warranties made by Azur in **Article III** shall survive the Closing and shall remain in full force and effect until the date that is 18 months after the Closing Date (the ***Expiration Date***); *provided, however*, that if, at any time prior to the Expiration Date, any Indemnitee (acting in good faith) delivers to the Indemnitors Representative a Claim Notice, the claim asserted in such notice shall survive the Expiration Date until such time as such claim is fully and finally resolved.

(b) Certain Representations. Notwithstanding anything to the contrary contained in **Section 9.1(a)**, but subject to **Section 9.1(d)** the Special Representations shall survive the Closing Date and the Effective Time and shall remain in full force and effect indefinitely.

(c) Jazz Representations. All representations and warranties made by Jazz shall terminate and expire immediately following the Closing, and any liability of Jazz with respect to such representations and warranties shall thereupon cease.

(d) Fraud. Notwithstanding anything to the contrary contained in **Section 9.1(a)**, the limitations set forth in **Section 9.1(a)** shall not apply in the case of claims based upon fraud, and such claim shall survive indefinitely. Notwithstanding **Section 9.1(c)**, in no event shall the termination or expiration of the representations and warranties of Jazz limit any liability of Jazz (or the Surviving Corporate as its successor in interest) for fraud, and any such claim shall survive indefinitely.

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(e) Acknowledgment. It is the express intent of the parties that, if the applicable survival period for an item as contemplated by this **Article IX** is shorter than the statute of limitations that would otherwise have been applicable to such item, then, by contract, the applicable statute of limitations with respect to such item shall be reduced to the shortened survival period contemplated hereby. The parties further acknowledge that the time periods set forth in this **Article IX** for the assertion of claims under this Agreement are the result of arms -length negotiation among the parties and that they intend for the time periods to be enforced as agreed by the parties.

Section 9.2 Indemnification of the Indemnitees. Subject to **Sections 9.1** and **9.3**, from and after the Closing, each Azur Securityholder who signed a Power of Attorney and Azur Support Agreement prior to the Closing (collectively, the ***Indemnitors***) severally, not jointly, and pro rata (based on each such Indemnitor s Pro Rata Percentage) shall indemnify and hold harmless each of Azur, the Surviving Corporation and their respective directors officers and employees (collectively, the ***Indemnitees***) from and against, and shall pay and reimburse each of the Indemnitees for the amount of, any and all Losses that are incurred, paid, sustained or suffered by any of the Indemnitees or to which any of the Indemnitees may otherwise become subject (regardless of whether or not such Losses relate to any third party claim) and that arise from or as a result of, or by reason of, any of the following: (a) any breach or inaccuracy in any representation or warranty made by Azur in this Agreement, the Related Agreements entered into by Azur at or prior to the Effective Time and any other certificate or instrument contemplated hereby that is executed or delivered by Azur at or prior to the Effective Time, in each case when made and on and as of the Closing Date as if made as of the Closing Date, except for representations and warranties that speak of a specific date or time (which need only be accurate as of such date and time) and, in each case without giving effect to: (i) any materiality qualification limiting the scope of such representation or warranty for purposes of determining whether a breach occurred or an inaccuracy existed, or (ii) any update of or modification to the Azur Disclosure Schedule made or purported to have been made on or after the date of this Agreement, (b) any breach of or failure by Azur to perform any covenant, agreement or obligation of Azur in this Agreement or any of the other Related Agreements to be performed at or prior to the Effective Time, and (c) any claims or actions by Persons who are or were direct or indirect securityholders of Azur, in their capacities as securityholders, whether against Azur, other securityholders, Jazz or otherwise, arising out of facts or circumstances existing on or prior to the Closing (including claims or actions arising out of the authorization, execution and delivery of this Agreement by Azur, the performance by Azur of its obligations hereunder prior to the Effective Time or the consummation of the Transactions), except for claims or actions asserting: (i) any breach by Jazz or, after Closing, the Surviving Corporation, of this Agreement, any Related Agreement or any other certificate, instrument or agreement contemplated hereby or thereby, or (ii) after the Closing, any breach by Azur of any obligation to be performed by Azur after the Closing pursuant to this Agreement, any Related Agreement or any other certificate, instrument or agreement contemplated hereby or thereby.

Section 9.3 Limitations.

(a) Exclusive Remedy. Subject to **Section 9.3(c)** below, the sole recourse and exclusive remedy of the Indemnitees for the breach by Azur of any representations, warranties, covenants and agreements contained in this Agreement or the Related Agreements shall be to the property in the Escrow Account through assertion of a claim for indemnification pursuant to **Section 9.2**. Notwithstanding the foregoing, nothing contained in this Agreement shall interfere with or impede a party s right to seek equitable remedies (including specific performance or injunctive relief) to enforce any covenant in this Agreement or any Related Agreement.

(b) De Minimis Damages; Basket. Subject to **Section 9.3(c)**, the Indemnitees shall not be entitled to indemnification pursuant to **Section 9.2(a)** until such time as the aggregate amount of all Losses not constituting De Minimis Damages that have been suffered or incurred by any one or more of the Indemnitees, or to which any one or more of the Indemnitees has or have otherwise become subject, that are indemnifiable pursuant to **Section 9.2(a)** exceeds $2,500,000 (the ***Basket***). If the total amount of such Losses not constituting De Minimis Damages exceeds the Basket, then the Indemnitees shall be entitled to be indemnified against and compensated and reimbursed only the portion of such Losses exceeding the Basket, it being understood that the Indemnitees shall not be entitled to be indemnified against and compensated and reimbursed for Losses pursuant to **Section 9.2(a)** that constitute De Minimis Damages.

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(c) Applicability of Limitations. The limitations set forth in **Section 9.3(a)** and **Section 9.3(b)** shall not apply to breaches of, or inaccuracies in, the Special Representations or in the case of fraud, *provided, however*, that the total amount of indemnification payments that each of the Indemnitors can be required to make to the Indemnitees pursuant to **Section 9.2** shall be limited to (i) the market value as of the time of any indemnification payment of the Azur Ordinary Shares held by such Indemnitor as of the Closing that continue to be held by such Indemnitor as of the time of such indemnification payment and (ii) the amount of cash received by such Indemnitor from the sale, at any time prior to such indemnification payment, of any Azur Ordinary Shares held by such Indemnitor as of the Closing.

(d) Certain Pre-Closing Matters. Anything to the contrary contained in **Section 9.2(a)** or otherwise notwithstanding, in no event shall the Indemnitors have any liability for any inaccuracy in any representation or warranty contained herein or in any Related Agreement, or any omission from the Azur Disclosure Schedule to the extent any representation or warranty contained in this Agreement is inaccurate as of the Closing solely as a result of the taking of any action by the Azur Group Entities following the date of this Agreement which (i) is specifically permitted by an exception within any of clauses (i) through (xxv) of **Section 5.4(a)** including matters contemplated by Section 5.4 of the Azur Disclosure Schedule, (ii) is expressly required by this Agreement or any of the Related Agreements or (iii) is consented to in writing by Jazz.

Section 9.4 Third-Party Claims.

(a) Except as otherwise provided in this Agreement, the following procedures shall be applicable with respect to indemnification pursuant to this **Article IX** relating to or arising out of claims by third parties. Promptly after receipt by an Indemnitee of notice of the commencement of any action or the assertion of any claim, liability or obligation by a Governmental Authority or other third party (whether by legal process or otherwise), against which claim, liability or obligation any Indemnitee is entitled to indemnification pursuant to this **Article IX**, such Indemnitee (or Azur) will, if a claim thereon is to be, or may be, made for indemnification pursuant to this **Article IX**, promptly notify the Indemnitors Representative in writing (the ***Third Party Claim Notice***) of the existence, commencement or assertion thereof, and give the Indemnitors Representative a copy of such claim, process and all legal pleadings (to the extent existing) and all other material information relating thereto in the Indemnitee s possession (*provided, however*, that any failure on the part of the Indemnitee to so notify the Indemnitors Representative shall not limit any of the obligations of the Indemnitors under **Article IX** (except to the extent such failure materially prejudices the defense of such claim)). Notwithstanding the foregoing, the Indemnitee shall not be required to provide copies of information to the Indemnitors Representative to the extent that providing such information to the Indemnitors Representative would cause such information to not be protected by any legal privilege after taking into account any joint defense or common interest agreement the parties have entered into. The Indemnitee shall assume the defense of such action or assertion of claim with counsel of reputable standing unless the Indemnitee gives written notice to the Indemnitors Representative within fifteen (15) Business Days after receipt of notice of the commencement of such third party claim that the Indemnitee will not be assuming such defense, subject to the participation of the Indemnitors Representative in such defense, as provided in this **Section 9.4**, and the Indemnitee s reasonable fees and expenses (including reasonable fees and expenses of counsel) in connection with such defense will be borne by the Indemnitors. If the Indemnitee declines to assume the defense of any such third party claim in accordance with the foregoing, then the Indemnitors Representative shall have the right to assume the defense thereof upon written notice to the Indemnitee using counsel of reputable standing.

(b) If the Indemnitee does not decline the defense of a third party claim in accordance with **Section 9.4(a)**, then:

(i) The Indemnitee shall use its reasonable best efforts (and cause its legal counsel to use its reasonable best efforts) to actively and diligently conduct the defense of such third party claim;

(ii) The Indemnitors Representative shall have the right to participate in, but not control, the defense of such action with counsel of reputable standing reasonably satisfactory to Azur solely at its own expense by

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notifying in writing such Indemnitee and Azur within ten (10) days following receipt of the applicable Third Party Claim Notice, unless Azur has determined in good faith, after consultation with outside legal counsel, that the Indemnitors Representative or any of the Indemnitors may have a material conflict of interest with respect to such action, other than any such conflict arising by virtue of the fact that the Indemnitors have or may have an indemnification obligation in respect of such action or that such indemnification obligation may be in dispute, *provided, however*, that in any event, (x) Azur may require as a condition to such participation that the Indemnitors Representative sign a confidentiality agreement, a joint defense agreement or other similar documents reasonably requested by Azur and (y) the Indemnitee and the Indemnitors Representative shall enter into a joint defense agreement, common interest agreement or similar agreement or arrangement if required in order to permit the Indemnitee to share material information with the Indemnitors Representative and if entering into such agreement or arrangement would effectively preclude any detrimental effect to any legal privilege that may attach to such information, as reasonably determined by the Indemnitee upon consultation with outside legal counsel;

(iii) The Indemnitee shall keep the Indemnitors Representative informed of all material developments relating to such third party claim and the Indemnitors Representative shall have the right to receive copies of all pleadings, notices and communications with respect to such third party claim;

(iv) The Indemnitors Representative shall cooperate and assist the Indemnitee in such defense, and shall make available to the Indemnitee all records, documents and information (written or otherwise) relevant to such defense in the possession or control of the Indemnitors Representative;

(c) The Indemnitee shall have the authority to settle or compromise any claim for which it has assumed or conducted the defense pursuant to this **Section 9.4**; provided, however, that if the Indemnitee settles, adjusts or compromises any such claim or action without the consent of the Indemnitors Representative (which consent shall not be unreasonably withheld or delayed), such settlement, adjustment or compromise shall not be conclusive evidence of the amount of Losses incurred by the Indemnitee in connection with such claim or action; and

(d) In the event and to the extent the Indemnitee is entitled to indemnification with respect to such action or claim, all reasonable expenses relating to the defense of such claim or action shall be borne and paid exclusively by the Indemnitors, and any such expenses shall constitute Losses and, subject to **Sections 9.3** and **9.7**, shall be advanced from the Escrow Account, and the Indemnitee and the Indemnitors Representative shall execute joint written notices to the Escrow Agent and the Indemnitors Representative shall otherwise cooperate with the Indemnitee in obtaining such advance or advances of funds.

(e) If the Indemnitors Representative assumes the defense of any third party claim contemplated by **Section 9.4(a)** the defense of which is not assumed by the Indemnitee in accordance with **Section 9.4(a)**, then:

(i) The Indemnitors Representative shall use its reasonable best efforts (and cause its legal counsel to use its reasonable best efforts) to actively and diligently conduct the defense of such third party claim;

(ii) The Indemnitee shall have the right to participate in the defense of such action with counsel of reputable standing reasonably satisfactory to the Indemnitors Representative solely at the Indemnitee s own expense by notifying the Indemnitors Representative in writing within ten (10) Business Days following receipt of the Indemnitors Representative written notice to the Indemnitee of the Indemnitors Representative s election to assume such defense, *provided, however*, that the Indemnitors Representative may require as a condition to such participation that the Indemnitee sign a confidentiality agreement, a joint defense agreement or other similar documents reasonably requested by the Indemnitors Representative;

(iii) The Indemnitors Representative shall keep the Indemnitee informed of all material developments relating to such third party claim and the Indemnitee shall have the right to receive copies of all pleadings, notices and communications with respect to such third party claim, and all written communications pertaining to such third party claim relating to Taxes shall first be submitted to the Indemnitee for approval and

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shall only be finally transmitted by the Indemnitors Representative if such approval is given (which approval shall not be unreasonably withheld, conditioned or delayed);

(iv) The Indemnitee and Azur shall cooperate and assist the Indemnitors Representative in such defense, and shall make available to the Indemnitors Representative all records, documents, employees and information (written or otherwise) relevant to such defense;

(v) The Indemnitors Representative shall not consent to the entry of any judgment or enter into any settlement or compromise of such third party claim without the prior written consent of the Indemnitee (which consent shall not be unreasonably withheld or delayed);

(vi) The Indemnitors Representative shall make no settlement or compromise of such third party claim relating to Taxes or agree upon any matter in the conduct of such claim which is likely to affect the amount thereof or the future liability to Tax of the Indemnitee without the prior approval of the Indemnitee; and

(vii) All reasonable expenses relating to the defence of such claim or action shall be borne and paid exclusively by the Indemnitors Representative, and any such expenses, and any interest, penalties, surcharges and additional Taxes arising as a result of the defence of such claim or action, shall constitute Losses and shall be advanced from the Escrow Account subject to **Sections 9.3** and **9.7**, and the Indemnitee and the Indemnitors Representative shall execute joint written notices to the Escrow Agent and the Indemnitors Representative shall otherwise cooperate with the Indemnitee in obtaining such advance or advances of funds.

(f) If the Indemnitee shall be required by judgment or a settlement agreement to pay any amount or perform any action in respect of any obligation or liability pursuant to which the Indemnitee has a right for indemnification or reimbursement pursuant to **Section 9.2**, the Indemnitee and the Indemnitors Representative shall execute a joint written notice to the Escrow Agent instructing the Escrow Agent to release funds from the Escrow Account in the amount equal to the aggregate Losses relating to such action or claim for which the Indemnitee is entitled to indemnification pursuant to and in accordance with **Sections 9.2** and **9.3** (including all reasonable fees and expenses incurred by the Indemnitee in the defense of such claim or action comprising such indemnifiable Losses to the extent not previously advanced from the Escrow Account).

Section 9.5 Procedure for Direct Claims. In the event that any Indemnitee believes that it is entitled or may become entitled, to claim indemnification, compensation or reimbursement under this **Article IX**, such Indemnitee shall notify in writing the Indemnitors Representative and the Escrow Agent of such claim (the ***Claim Notice***). The Indemnification Claim shall include a non-binding estimate of the amount of Losses suffered, incurred or paid or to be suffered, incurred or paid by such Indemnitee (the aggregate amount of such estimate, as it may be reasonably modified by such Indemnitee from time to time, being referred to as the ***Claimed Amount***) and contain a description in reasonable detail of the facts and circumstances supporting such Indemnitee s claim.

Section 9.6 Damage to Azur. The parties acknowledge and agree that if Azur suffers, incurs or otherwise becomes subject to any Losses as a result of or in connection with any inaccuracy in or breach or any representation, warranty, covenant or obligation as to which the Indemnitees are entitled to indemnification pursuant to this Article IX, then it shall have rights as an Indemnitee as set forth in this Agreement notwithstanding that such inaccuracy or breach was made or caused by Azur. The parties further acknowledge and agree that the representations, warranties, covenants and obligations of Azur and the rights and remedies that may be exercised by the Indemnitees, shall not be limited or otherwise affected by or as a result of any information available to, or any investigation made by or knowledge of, any of the Indemnitees (including Azur) or any of their Representatives.

Section 9.7 Adjustments to Indemnifiable Losses. Any amounts payable under **Section 9.2** shall be calculated after giving effect to (i) any proceeds received from insurance policies covering the Loss that is the subject to the claim for indemnity (if any) after deducting from such proceeds any increase in the future in any insurance premium due to such claim; and (ii) any proceeds received from third parties, through indemnification,

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counterclaim, reimbursement arrangement, contract or otherwise in compensation for the subject matter of an indemnification claim by such Indemnitee, and (iii) the Tax benefit or Tax detriment, or the payment of or the receipt of an amount payable under **Section 9.2**, to the Indemnitee resulting from, or as a consequence of, the Loss, liability or expense that is the subject of the indemnity, including any deduction or withholding, less any costs associated with obtaining such proceeds.

Section 9.8 No Contribution. Each Indemnitor waives, and acknowledges and agrees that he shall not have and shall not exercise or assert (or attempt to exercise or assert), any right of contribution, right of indemnity or other right or remedy against Azur or Jazz in connection with any indemnification obligation or any other liability to which it may become subject under or in connection with this Agreement or any other agreement or document delivered in connection with this Agreement.

Section 9.9 Limitation on Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT OR PROVIDED FOR UNDER ANY APPLICABLE LAW, NO PARTY NOR ANY CURRENT OR FORMER SHAREHOLDER, DIRECTOR, OFFICER, EMPLOYEE, AFFILIATE OR ADVISOR OF ANY OF THE FOREGOING, SHALL, IN ANY EVENT, BE LIABLE TO ANY OTHER PERSON, EITHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (UNLESS SUCH DAMAGES ARE AWARDED TO THIRD PARTIES IN A LEGAL PROCEEDING AGAINST ANY INDEMNITEE) OR ANY DAMAGES ASSOCIATED WITH ANY LOST PROFITS OR LOST OPPORTUNITIES OF SUCH OTHER PERSON (INCLUDING LOSS OF FUTURE REVENUE, INCOME OR PROFITS OR LOSS OF BUSINESS REPUTATION) RELATING TO THE BREACH OR ALLEGED BREACH OF THIS AGREEMENT OR ANY RELATED AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO THE OTHER PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH OTHER PARTY.

ARTICLE X

TERMINATION

Section 10.1 Termination. This Agreement may be terminated at any time prior to the Closing by:

(a) Jazz and Azur by mutual written consent;

(b) either Jazz or Azur if the Effective Time shall not have occurred by the close of business on 180th day following the date of this Agreement (the ***Termination Date***); *provided*, that the right to terminate this Agreement pursuant to this **Section 10.1(b)** shall not be available to (i) Jazz if its failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur on or before the Termination Date or (ii) Azur, if its failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur on or before the Termination Date;

(c) either Jazz or Azur if any Governmental Authority shall have issued an order, decree or ruling or taken any other action (which such Party shall have used its reasonable best efforts to resist, resolve or lift, as applicable, in accordance with **Section 5.2**) permanently restraining, enjoining or otherwise prohibiting the Merger or the Reorganization, and such order, decree, ruling or other action shall have become final and nonappealable;

(d) by either Jazz or Azur if the Jazz Stockholder Approval shall not have been obtained by reason of the failure to obtain the Required Jazz Vote upon the taking of such vote(s) at a duly held meeting of the stockholders of Jazz, or at any adjournment thereof;

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(e) by Jazz, if (i) Azur shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure would render the condition in **Section 8.1(b)** or **Section 8.1(c)** incapable of being satisfied or (ii) since the date of this Agreement, there shall have occurred an Azur Material Adverse Effect, in the case of each of clauses (i) and (ii) that is incapable of being cured or has not been cured by Azur within 20 calendar days after written notice has been given by Jazz to Azur of such breach or failure to perform or occurrence of an Azur Material Adverse Effect; or

(f) by Azur, if (i) Jazz shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure would render the condition in **Section 8.2(b)** or **Section 8.2(c)** incapable of being satisfied or (ii) since the date of this Agreement, there shall have occurred a Jazz Material Adverse Effect, in the case of each of clauses (i) and (ii) that is incapable of being cured or has not been cured by Jazz within 20 calendar days after written notice has been given by Azur to Jazz of such breach or failure to perform or occurrence of a Jazz Material Adverse Effect.

Section 10.2 Procedure and Effect of Termination. In the event of termination of this Agreement by either or both of Azur and Jazz pursuant to **Section 10.1**, written notice thereof shall forthwith be given by the terminating Party to the other, and this Agreement shall thereupon terminate and become void and have no effect, and the transactions contemplated hereby shall be abandoned without further action by the Parties, except that **Articles I**, **X** and **XI** shall survive the termination of this Agreement; *provided*, that such termination shall not relieve any Party hereto of any liability for any breach of this Agreement.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Counterparts; Facsimile. This Agreement may be executed and delivered by facsimile signature, or e-mail transmission of images in Adobe PDF or similar format, and in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

Section 11.2 Governing Law; Jurisdiction and Forum; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts to be performed entirely within that State.

(b) Except as provided in the Escrow Agreement, each of the Parties irrevocably (a) consents to submit itself to the personal jurisdiction of any state or federal court located in the state of Delaware, in the event any dispute arises out of this Agreement or any Related Agreement or any of the transactions contemplated hereby or thereby, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (c) agrees that it will not bring any action relating to this Agreement or any Related Agreement or any of the transactions contemplated hereby or thereby in any court other than a state or federal court sitting in the State of Delaware. Each Party further irrevocably consents to the service of process out of any of the aforementioned courts in any Legal Proceeding by the mailing of copies thereof by mail to such Party at its address set forth in this Agreement by registered mail, such service of process to be effective upon acknowledgment of receipt of such registered mail; *provided*, that nothing in this **Section 11.2(b)** shall affect the right of any Party to serve legal process in any other manner permitted by Law. The Parties agree that a final judgment in any such Legal Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

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(c) EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING ANY LEGAL PROCEEDING ARISING OUT OF THE ACTIONS OF ANY PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT. EACH PARTY CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS **SECTION 11.2**.

Section 11.3 Entire Agreement; Third Party Beneficiaries. This Agreement and the Related Agreements, the Schedules and Exhibits hereto and thereto, and the Confidentiality Agreement contain the entire agreement between the Parties with respect to the subject matter hereof and there are no agreements, understandings, representations or warranties between the Parties other than those set forth or referred to herein. Except as set forth in **Section 5.13**, nothing contained herein shall be construed to give any person, other than the parties, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

Section 11.4 Expenses. Except as set forth in this Agreement, and the Related Agreements, whether the Reorganization or Merger is or is not consummated, all legal, investment banking and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses. Notwithstanding the foregoing, (i) all filing fees paid to the SEC in respect of the Jazz Proxy Statement, the Registration Statement and the Resale Registration Statement, (ii) printing and mailing costs related to the preparation, printing and dissemination to the holders of Jazz Common Stock of the Jazz Proxy Statement, the prospectuses contained in the Registration Statement and the Resale Registration Statement, and (iii) all filing fees paid by any party in connection with the antitrust filings made pursuant to **Section 5.2(c)** shall be borne by Jazz. Jazz shall reimburse Azur for any costs and expenses contemplated in the immediately preceding sentence that are incurred by Azur Group Entities from time to time upon Azur s request. In addition, in the event that this Agreement is terminated pursuant to any provision of **Section 10.1**, other than **Section 10.1(f)**, then Jazz shall reimburse Azur for all reasonable and documented out-of-pocket costs and expenses (including reasonable legal fees and expenses and amounts paid to indemnify directors, officers or employees of Azur Group Entities or Merger Sub) paid or incurred by Azur Group Entities or Merger Sub or any of their Representatives in connection with or resulting from (x) the preparation of the filings and other materials contemplated by **Section 5.8** and (y) any claims or actions by securityholders of Jazz, in their capacities as securityholders of Jazz, against any Azur Group Entity, Merger Sub or either of their respective Representatives in connection with the Transactions, except to the extent that any such claim or action is based upon any breach by Azur or Merger Sub of this Agreement, any Related Agreement or any other certificate, instrument or agreement contemplated hereby or thereby. Such amounts shall be paid to Azur from time to time following the date of such termination within ten (10) Business Days following Azur s written request therefor.

Section 11.5 Notices. All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally, sent by documented internationally-recognized overnight delivery service or, to the extent receipt is confirmed, telecopy, facsimile or other electronic transmission service to the appropriate address or number as set forth below.

Notices to Azur (prior to the Closing) shall be addressed to:

Azur Pharma Limited

45 Fitzwilliam Square

Dublin 2 Ireland

Tel. No.: +353 1 634 4183

Fax No.: +353 1 634 4170

Attn: David Brabazon

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with a copy (which shall not constitute notice) to:

Mayer Brown LLP

1675 Broadway

New York, New York 10019

Attn.: Reb D. Wheeler

Fax No.: (212) 849-5914

or at such other address and to the attention of such other person as Azur may designate by written notice to Jazz.

Notices to Jazz or Azur (after the Closing) shall be addressed to:

Jazz Pharmaceuticals, Inc.

3180 Porter Drive

Palo Alto, CA 94304

Attn.: Carol Gamble, Senior VP, General Counsel and Corporate Secretary

Fax No.: (650) 496-3781

with a copy (which shall not constitute notice) to:

Cooley LLP

3175 Hanover St.

Palo Alto, California 94304

Attn.: Suzanne Sawochka Hooper and Jennifer Fonner DiNucci

Fax No.: (650)849-7400

or at such other address and to the attention of such other person as Jazz may designate by written notice to Azur.

Notices to Indemnitors Representative shall be addressed to:

Seamus Mulligan

Woodlands, Barrymore

Athlone Co., Roscommon

Ireland

Fax No. +353 1 260 7121

with a copy (which shall not constitute notice) to:

McCann Fitzgerald Solicitors

Riverside 1

Sir John Rogerson s Quay

Dublin 2 Ireland

Attn: Ben Gaflikan

Fax No.: +353 1 829 0010

Section 11.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; *provided*, that no Party may assign its rights or delegate any or all of its obligations under this Agreement, by operation of law or otherwise, without the express prior written consent of each other Party. Any assignment in violation of the proviso in the preceding sentence shall be null and void.

Section 11.7 Headings; Definitions. The section and article headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

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Section 11.8 Amendments and Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought. Any Party may, only by an instrument in writing, waive compliance by another Party with any term or provision of this Agreement on the part of such other Party to be performed or complied with. The waiver by any Party of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

Section 11.9 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, insofar as the foregoing can be accomplished without preventing the Parties from realizing the major portion of the economic benefits of the Merger that they currently anticipate obtaining therefrom. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 11.10 Enforcement.

(a) The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that any breach of this Agreement could not be adequately compensated in all cases by monetary damages alone. Except as otherwise set forth in this **Section 11.10**, the parties acknowledge and agree that, prior to the valid termination of this Agreement pursuant to **Section 10.1**, the parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof.

(b) Each party hereby agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by such party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party under this Agreement all in accordance with the terms of this **Section 11.10**. Any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with such order or injunction all in accordance with the terms of this **Section 11.10**.

(c) To the extent any party hereto brings any action to enforce specifically the performance of the terms and provisions of this Agreement (other than an action to specifically enforce any provision that expressly survives termination of this Agreement pursuant to **Section 10.2** hereof) when expressly available to such party pursuant to the terms of this Agreement, the Termination Date shall automatically be extended by (i) the amount of time during which such action is pending, plus twenty (20) Business Days, or (ii) such other time period established by the court presiding over such action.

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In Witness Whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first written above.

AZUR PHARMA LIMITED

By: /s/ Seamus Mulligan
Name: Seamus Mulligan
Title: Chairman and Chief Executive Officer

JAGUAR MERGER SUB INC.

By: /s/ Eunan Maguire
Name: Eunan Maguire
Title: President

JAZZ PHARMACEUTICALS, INC.

By: /s/ Bruce Cozadd
Name: Bruce Cozadd
Title: Chairman and Chief Executive Officer

SEAMUS MULLIGAN, AS THE INDEMNITORS REPRESENTATIVE

/s/ Seamus Mulligan

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SCHEDULE 1

The Reorganization Steps

Capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Agreement and Plan of Merger and Reorganization to which this Schedule is attached (the **Agreement**).

The following are the steps to be undertaken by the relevant Parties to effect the Reorganization:

1. **Step 1: Pre-Conversion Reorganization**

Timing: The following actions in this Step 1 shall be completed within 30 days following the signing of the Agreement.

1.1. **Step 1A:** Azur shall procure that a resolution of the shareholders of Azur is proposed and passed approving a financial assistance whitewash pursuant to Section 60 of the Irish Companies Act 1963 (the **1963 Act)** and shall procure that all necessary filings are prepared and made as required under the Companies Acts.

1.2. **Documents Required for Step 1A:**

1.2.1. Shareholder Resolution of Azur

1.2.2. Board Resolution of Azur noting the resolution and approving the filing of the Companies Registration Office (**CRO**) Form(s)

1.2.3. CRO Form(s)

1.2.4. Statutory declaration of Azur directors in accordance with the provisions of section 60 of the 1963 Act.

1.3. **Step 1B:** Azur shall procure that resolutions of the shareholders of Azur are proposed and passed:

1.3.1. approving a reduction in Azur s authorized but unissued share capital denominated in euro in accordance with section 68 of the 1963 Act (including the deferred shares currently in existence);

1.3.2. approving the increase in Azur s authorized share capital by the creation of ordinary shares denominated in US Dollars (with a par value of US$0.0001) and deferred shares denominated in US Dollars (with a par value of US$0.0001);

1.3.3. re-designating 4,000,000 issued ordinary shares in Azur into 4,000,000 deferred shares of 0.01 each, which deferred shares will carry no voting rights and no economic value (other than nominal payment on return of capital) and which are to remain in issue in order to comply with Azur s minimum capitalization requirements pursuant to the Irish Companies (Amendment) Act 1983;

1.3.4. amending the memorandum and Articles of Association of Azur to reflect the above resolutions and to include a provision authorizing the board of Azur to effect the acquisition of euro-denominated shares for nil consideration using the statutory power in section 41(2) of the Companies (Amendment) Act 1983;

1.3.5. authorizing Azur to make a bonus issue of shares to its shareholders using the amounts standing to the credit of the share premium account,

and shall procure that all necessary filings in respect of the foregoing are prepared and made as required under the Companies Acts.

1.4. Azur shall make a bonus issue of US Dollar-denominated shares to its shareholders, pro rata to their existing holdings, which issue shall be credited against Azur s share premium account.

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1.5. With the exception of the 4,000,000 deferred shares (representing aggregate share capital of 40,000) (the **Retained Euro Deferred Shares**), Azur shall acquire all of its euro-denominated shares from the shareholders for nil consideration using the statutory power in section 41(2) of the Companies (Amendment) Act 1983.

1.6. The Retained Euro Deferred Shares shall be transferred by the Azur shareholders to a nominee agreed upon by Jazz and Azur for nominal consideration, such transfer occurring prior to the application by Azur to re-register as a public limited company.

1.7. Immediately following Azur s re-registration as a public limited company, the Euro-denominated shares acquired by Azur in paragraph 1.5 shall be cancelled pursuant to section 43 of the Companies (Amendment) Act 1983.

1.8. **Documents Required for Step 1B:**

1.8.1. Shareholder Resolutions of Azur dealing with the matters specified in paragraphs 1.3.1 to 1.3.5 above;

1.8.2. Board Resolution of Azur: (i) noting the shareholder resolutions and approving the filing of the CRO Form(s); (ii) approving the bonus issue of the new US Dollar shares to the Azur shareholders at par (iii) approving the acquisition of Azur s issued share capital denominated in euro (other than the Retained Euro Deferred Shares) for nil consideration and (iv) approving the transfer of Retained Euro Deferred Shares to a third party and the updating of the shareholder register;

1.8.3. CRO Form(s);

1.8.4. Stock transfer forms transferring Retained Euro Deferred Shares from the Azur shareholders to the agreed nominee;

1.8.5. Amended memorandum and articles of association reflecting the new share capital.

1.9. **Step 1C:** Azur shall procure that a resolution of the shareholders of Azur is proposed and passed, approving the re-registration of Azur as a public limited company and any consequential changes required to be made to the Memorandum and Articles of Association of Azur and shall procure that all necessary filings in relation thereto are prepared and made as required under the Irish Companies Acts.

1.10. **Documents Required for Step 1C:**

1.10.1. Shareholder Resolution of Azur approving the re-registration as a public limited company and making any required changes to the Memorandum and Articles of Association of Azur;

1.10.2. Board Resolution of Azur noting the shareholder resolution and approving the filing of the CRO Form(s);

1.10.3. CRO Form(s);

1.10.4. A copy of the most recent balance sheet of Azur (which may not be more than seven months old at the date of application for re-registration) together with an unqualified audit report in relation to that balance sheet;

1.10.5. A copy of a written statement by the auditors of the company that in their opinion the balance sheet shows at the balance sheet date, the amount of the company s net assets was not less than the aggregate of its called up share capital and undistributable reserves; and

1.10.6. A statutory declaration of a director or the secretary in compliance with the provisions of section 8(3)(e) of the Irish Companies (Amendment) Act 1983.

2. **Step 2: Azur Name Change**

Timing: The following actions in this Step 2 shall be completed within 10 Business Days following the mailing of the Jazz Proxy Statement to Jazz stockholders.

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2.1. Azur shall procure that a resolution of the shareholders of Azur is proposed prior to Closing and passed for the purpose of approving:

2.1.1. the change of its name to Jazz Pharmaceuticals plc or, if such name is not approved by the Registrar of Companies, another name selected by Jazz; and

2.1.2. any consequential changes to the Memorandum and Articles of Association of Azur,

and Azur shall procure that all necessary filings to give effect to the matters approved in such resolutions are prepared and made as required under the Companies Acts.

2.2. **Documents Required for Step 2:**

2.2.1. Shareholder Resolution of Azur approving the change of name and any consequential changes to the Memorandum and Articles of Association of Azur;

2.2.2. Board Resolution of Azur noting the shareholder resolution and approving the filing of the CRO Form G1Q;

2.2.3. CRO Form G1Q (to be filed in advance of Closing so that name change becomes effective on Closing); and

2.2.4. Amended Memorandum and Articles of Association

3. **Step 3: Azur Share Option Scheme**

Timing: The following steps shall occur within 10 Business Days following the mailing of the Jazz Proxy Statement to Jazz stockholders.

3.1. Azur shall procure that the following resolutions of the board of directors of Azur are proposed and passed:

3.1.1. **Share Option Plan**: approving amendment of the Share Option Plan to (a) provide full vesting and exercisability of all Azur Options effective as of immediately prior to the Closing, (b) permit, with the consent of the holder, Net Exercise (as defined below) as the method of consideration for exercising Azur Options, (c) provide that Azur, in its sole discretion, subject to the consent of the holder and with Jazz s approval, may satisfy the tax withholding obligations, if any, arising from the exercise of an Azur Option by withholding from any compensation otherwise payable to the holder of such Azur Option, by causing the holder of such Azur Option to tender a cash or check payment or by withholding Azur Ordinary Shares from the Azur Ordinary Shares issued or otherwise issuable to the holder of such Azur Option in connection with the Azur Option with a value on the Closing Date equal to the amount of the withholding tax obligation (the **Tax Withholding Provision**), (d) eliminate the discretion of the board of directors of Azur to grant options to any person other than a Qualifying Person (as defined in the Share Option Plan), (e) provide that the Azur Options shall be adjusted to give effect to all capitalization adjustments described in this Schedule 1 without the surrender and re-grant of such Azur Options and without obtaining written approval from the Accountants (as defined in the Share Option Plan) and (f) terminate effective not later than immediately prior to the Effective Time.

3.1.2.

Azur Options: approving amendment of each outstanding Azur Option, subject to the consent of the holders thereof, to (a) provide full vesting and exercisability of each Azur Option effective as of immediately prior to the Closing (i) the Closing and (ii) the exercise (effective as of immediately prior to the Closing) of each Azur Option not later than five (5) Business Days before the Closing Date, (b) provide that Net Exercise (as defined below) shall be the method of consideration for exercising Azur Options that vest and become exercisable immediately prior to the Closing, (c) include the Tax Withholding Provision, and (d) terminate without payment therefor if not exercised (conditionally upon Closing) prior to five (5) Business Days before the Closing Date.

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Net Exercise shall mean, with respect to a particular Azur Option (i) payment by the holder of such Azur Option of an amount in cash or by check equal to the aggregate par value of the Azur Ordinary Shares subject to such Azur Option (the **Par Amount)** and (ii) reduction of the total number of Azur Ordinary Shares issuable upon exercise of such Azur Option by the largest whole number of such shares having an aggregate value on the Closing Date equal to the difference between (x) the aggregate exercise price of such Azur Option and (y) the Par Amount and (iii) payment by the holder of such Azur Option in cash or by check of the remaining exercise price of such Azur Option resulting from the fact that fractional shares will not be withheld.

3.2. Azur shall procure that a resolution of the shareholders of Azur is proposed and passed approving the amendment of the Share Option Plan to (a) eliminate the discretion of the board of directors of Azur to grant options to any person other than a Qualifying Person (as defined in the Share Option Plan) and (b) approve the adjustment of all Azur Options to give effect to all capitalization adjustments described in this Schedule 1 without the surrender and re-grant of such Azur Options and without obtaining written approval from the Accountants (as defined in the Share Option Plan).

3.3. **Documents Required for Step 3:**

3.3.1. Board resolution of Azur dealing with the matter specified in paragraph 3.1 above;

3.3.2. Consent to amendment and notice of exercise from all holders of Azur Options as specified in paragraph 3.1 above; and

3.3.3. Shareholder resolution of Azur dealing with the matter specified in paragraph 3.2 above.

4. **Step 4: Finalization of Reorganization**

Timing: The following actions in this Step 4 shall be completed within 10 Business Days following the mailing of the Jazz Proxy Statement to Jazz stockholders (unless otherwise specifically described herein):

4.1. Azur shall procure that the following resolutions of the shareholders of Azur are proposed (to be effective as of immediately prior to the Closing):

4.1.1. **Share Premium:** approving a reduction of the share premium account of Azur in order to allow an application to be made under Section 72 of the Irish Companies Act 1963 to the Irish High Court to allow for the creation of distributable reserves;

4.1.2. **Options:** authorizing the transfer and assumption of the rights and obligations of Jazz under existing Jazz Equity Plans and other similar employee awards by Azur (subject to any amendments to such rights and obligations that may be required by Irish law);

4.1.3. **Pre-Emption:** authorizing the directors of Azur to make the allotments of Azur shares contemplated by this Agreement on a non pre-emptive basis;

4.1.4. **Buy-Backs:** authorizing the directors of Azur to conduct buy-backs of shares and to re-issue treasury shares;

4.1.5. **Consolidation of Share Capital:** approving the necessary amendments to the share capital of Azur to result in Azur s shareholders holding the correct number of shares in Azur in accordance with the formula set forth on Exhibit A to this Schedule. This shall be achieved by the re-designation of the desired number of issued US Dollar Shares as deferred shares which will subsequently be acquired by Azur for nil consideration in accordance with section 41 of the Irish Companies (Amendment) Act 1983. Following such acquisition, any such deferred shares shall be cancelled by Azur.

4.1.6. **Memorandum & Articles of Association:** adopting new Memorandum & Articles of Association of Azur, substantially in the form set forth as Exhibit D to the Merger Agreement;

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4.2. **Documents Required for Step 4:**

4.2.1. Shareholder Resolutions of Azur it being hereby agreed that the resolutions with respect to 4.1.5 shall approve the amendment to the share capital based on the formula set forth in Exhibit A and delegate the authority to the Azur Board of Directors to set the actual final numbers based on such formula;

4.2.2. Board Resolution of Azur noting the shareholder resolutions and approving the filing of the CRO Forms;

4.2.3. CRO Forms;

4.2.4. The consent of Davycrest Nominees Limited and Davy Corporate Finance Limited (as required by Shareholders Agreement dated 31 October 2007 between Azur, Davy Corporate Finance Limited and a number of Azur shareholders) (the **Shareholders Agreement**); and

4.2.5. Memorandum and Articles of Association substantially in the form as set forth as Exhibit D to the Merger Agreement.

5. **Step 5 Closing Board Meeting of Azur**
Timing: Within one week of anticipated Closing

5.1. Azur and the Azur shareholders shall procure (in so far as it is within their powers of procurement) that a meeting of the directors of Azur and of each Azur Subsidiary is held, or that, if permissible, written resolutions of the board of directors are adopted, prior to Closing approving (effective as of Closing) all such matters that (i) have not theretofore been approved, (ii) require approval of such boards of directors (iii) are required to be approved in order to satisfy the closing conditions set forth in Section 8.1 of the Merger Agreement (iv) are otherwise required for the listing of the Azur Ordinary Shares on NASDAQ and (v) authorizing one or more of the officers of Azur to determine, in co-ordination with Jazz, the final number of Azur Ordinary Shares to be held by the Azur Shareholders following the consolidation described in 4.1.5.

5.2. **Documents Required for Step 5:**

5.2.1. Board Resolutions of Azur and each Subsidiary; and

5.2.2. CRO Form(s)/non-Irish equivalents required in respect of the matters approved pursuant to such Board resolutions

6. **Step 6 Termination of the Shareholders Agreement and Call Option Agreements**
Timing: Within one week of anticipated Closing:

6.1. Azur, and the Azur shareholders that are party to the Shareholders Agreement and the Call Option Agreements, shall have executed such documents as are necessary, and as have been agreed between Azur and Jazz, for the termination of the Shareholders Agreement and the Call Option Agreements; such termination stated to take effect immediately prior to Closing.

6.2. For the purposes of paragraph 6.1, **Call Option Agreements** means:

6.2.1. Those certain Call Option Agreements dated May and June 2005, as amended, between Azur and each of Seamus Mulligan, David Brabazon and Eunan Maguire

6.3. **Documents Required for Step 6:**

6.3.1. Termination Letters signed by each of the parties to the Shareholders Agreement and each of the parties to the Call Option Agreements.

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EXHIBIT A

TO SCHEDULE 1

As of immediately prior to Closing (after giving effect to the exercise of Azur Options) (the ***Conversion Time***), Azur shall procure that the number of Azur Ordinary Shares that will continue to be held by each holder of Azur Ordinary Shares shall be equal to the number of Azur Ordinary Shares held by such holder as of the Conversion Time multiplied by the Azur Conversion Ratio, rounded up to the nearest whole number, and the balance of all other Azur Ordinary Shares held by such holder shall be converted into the euro deferred shares forming part of the share capital of Azur as more particularly described in the Articles of Association of Azur and cancelled for nil consideration.

After the close of trading on NASDAQ on the day prior to the Closing Date and prior to the Conversion Time Azur shall deliver to Jazz a certificate, executed by a duly authorized officer of Azur, setting forth the number of : (a) outstanding Azur Ordinary Shares; (b) shares issuable pursuant to Azur Options exercised effective as of immediately prior to the Conversion Time; and (c) shares issuable pursuant to Exercised Azur 2011 Options, in each case that will be outstanding as of the Closing. After the close of trading on NASDAQ on the day prior to the Closing Date and prior to the Conversion Time Jazz shall deliver to Azur a Consideration Spreadsheet that includes the input information required to calculate the Jazz Fully Diluted Shares (and the other defined terms that flow through such definition), together with a certificate, executed by a duly authorized officer of Jazz that the input information included in such Consideration Spreadsheet relating to Jazz is accurate as of the Closing.

Definitions:

Capitalized terms used but not defined in this Exhibit shall have the meanings given to them in the Merger Agreement to which Schedule I (including this Exhibit A thereto) is a Schedule. The ***Consideration Spreadsheet*** means the Excel spreadsheet sent by email from Jennifer DiNucci to Reb Wheeler on September 18, 2011 at 11:35 am Pacific Time which implements this Exhibit A and which will be used to calculate the Azur Conversion Ratio at the Conversion Time, using the information provided by Azur and Jazz pursuant to the preceding paragraph. Following the defined terms are references to the cell(s) of the Consideration Spreadsheet reflecting such defined term as a mathematical formula or, if not a formula, as an input. References are to the page, column and row of the Consideration Spreadsheet such that *Consideration Spreadsheet Summary D54* refers to the Summary page, column D, row 54 of the Consideration Spreadsheet.

Azur Conversion Ratio shall mean the Azur Eligible Shares divided by the Azur Fully Diluted Eligible Shares. *See Consideration Spreadsheet Summary D54.*

Azur Eligible Shares shall mean the Aggregate Post-Closing Azur Shares minus the Jazz Fully Diluted Shares. *See Consideration Spreadsheet Summary B54.*

Aggregate Post-Closing Azur Shares shall mean the Jazz Fully Diluted Shares divided by 79.9%, rounded up to the nearest whole number. *See Consideration Spreadsheet Summary B55.*

Jazz Fully Diluted Shares shall mean the sum of the number of: (a) shares of Jazz Common Stock *plus* (b) Jazz Phantom Shares *plus* (c) shares of Jazz Common Stock issuable pursuant to Jazz Stock Awards *plus* (d) Jazz Aggregate Net Options *plus* (e) Jazz Aggregate Net Warrants *plus* (f) Jazz Aggregate Net ESPP Shares, in each case that will be outstanding as of the Closing. *See Consideration Spreadsheet Summary B53 and B25*.

Jazz Aggregate Net Options shall mean the aggregate Jazz Net Options. *See Consideration Spreadsheet Summary B13; Options C66.* For purposes of computing the Jazz Aggregate Net Options, the Jazz Net Options with respect to all outstanding Jazz Options having the same per share exercise price shall first be aggregated and rounded up to the nearest whole number. All such rounded amounts shall then be aggregated to determine the total Jazz Aggregate Net Options.

Jazz Net Options shall mean, as to each outstanding Jazz Option, a number equal to (a) (i) the amount, not to be less than zero, by which the Jazz Closing Price exceeds the per share exercise price of such Jazz Option multiplied by (ii) the number of shares of Jazz Common Stock subject to such Jazz Option divided by (b) the Jazz Closing Price. *See Consideration Spreadsheet Options C3-65.*

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Jazz Closing Price shall mean the closing price of a share of Jazz Common Stock on NASDAQ on the last trading day prior to the Closing Date. *See Consideration Spreadsheet Summary B3.*

Jazz Aggregate Net Warrants shall mean the aggregate Jazz Net Warrants. *See Consideration Spreadsheet Summary B18; Warrants C6.* For purposes of computing the Jazz Aggregate Net Warrants, the Jazz Net Warrants with respect to all outstanding Jazz Warrants having the same per share exercise price shall first be aggregated and rounded up to the nearest whole number. All such rounded amounts shall then be aggregated to determine the total Jazz Aggregate Net Warrants.

Jazz Net Warrants shall mean as to each outstanding Jazz Warrant, a number equal to (a) (i) the amount, not to be less than zero, by which the Jazz Closing Price exceeds the per share exercise price of such Jazz Warrant multiplied by (ii) the number of shares of Jazz Common Stock subject to such Jazz Warrant divided by (b) the Jazz Closing Price. *See Consideration Spreadsheet Warrants C3-6.*

Jazz Aggregate Net ESPP Shares shall mean the aggregate Jazz Net ESPP Shares. *See Consideration Spreadsheet Summary B23; ESPP E11.*

Jazz Net ESPP Shares shall mean with respect to each ongoing Offering (as defined in the Jazz ESPP) under the Jazz ESPP, a number equal to (a) (i) the amount by which the Jazz Closing Price exceeds the ESPP Purchase Price for such Offering multiplied by (ii) the number of Gross ESPP Shares purchasable in such Offering divided by (b) the Jazz Closing Price, rounded up to the nearest whole number. *See Consideration Spreadsheet Summary B23; ESPP E6-9.*

ESPP Purchase Price shall mean, for each ongoing Offering under the Jazz ESPP, the purchase price as determined pursuant to the Jazz ESPP assuming for such purpose that the Closing Date is the Purchase Date with respect to such Offering (as defined in the Jazz ESPP). *See Consideration Spreadsheet ESPP B6-9.*

Gross ESPP Shares shall mean as to each Offering under the Jazz ESPP, the ESPP Contribution Amount divided by the ESPP Purchase Price, rounded up to the nearest whole number. *See Consideration Spreadsheet ESPP D6-9.*

ESPP Contribution Amount shall mean, as to each ongoing Offering under the Jazz ESPP, the aggregate Contributions (as defined in the Jazz ESPP) accumulated from all Participants (as defined in the Jazz ESPP) in each such Offering as of the Closing Date. *See Consideration Spreadsheet ESPP C6-9.*

Azur Fully Diluted Eligible Shares shall mean the sum of the number of (a) outstanding Azur Ordinary Shares *plus* (b) shares issued pursuant to Azur Options exercised effective as of a time prior to the Closing (not already included in (a)) *minus* (c) shares issued pursuant to Exercised Azur 2011 Options (and included in (a) or (b)), in each case that will be outstanding as of the Closing. *See Consideration Spreadsheet Summary B34.*

Exercised Azur 2011 Options shall mean Azur Ordinary Shares issued pursuant to Azur Options granted on or after January 1, 2011 that have been exercised prior to the Closing (including any such options exercised effective as of any time prior to the Closing). *See Consideration Spreadsheet Summary B32.*

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Annex B

September 19, 2011

The Board of Directors

Jazz Pharmaceuticals, Inc.

3180 Porter Drive

Palo Alto, CA 94304

Members of the Board of Directors:

You have requested our opinion as to the fairness, from a financial point of view, to the holders of common stock, par value $0.0001 per share (the Company Common Stock), of Jazz Pharmaceuticals, Inc. (the Company) of the Exchange Ratio (as defined below) in the proposed merger (the Transaction) of the Company with a wholly-owned subsidiary of Azur Pharma Limited (Azur Pharma). Pursuant to the Agreement and Plan of Merger and Reorganization, dated as of September 19, 2011 (the Agreement), among the Company, Azur Pharma and its subsidiary, Jaguar Merger Sub Inc., the Company will become a wholly-owned subsidiary of Azur Pharma, and each outstanding share of Company Common Stock, other than shares of Company Common Stock held in treasury or owned by Azur Pharma and its affiliates, will be converted into the right to receive 1.00 share (the Exchange Ratio) of Azur Pharma s ordinary shares, par value $0.0001 per share (the Azur Ordinary Shares).

In connection with preparing our opinion, we have (i) reviewed the unsigned Agreement and the exhibits and schedules thereto, including Schedule 1 and Exhibit A to Schedule 1; (ii) reviewed certain publicly available business and financial information concerning the Company and the industries in which the Company and Azur Pharma operate; (iii) compared the proposed financial terms of the Transaction with the publicly available financial terms of certain transactions involving companies we deemed relevant and the consideration paid for such companies; (iv) compared the financial and operating performance of the Company and Azur Pharma with publicly available information concerning certain other companies we deemed relevant and reviewed the current and historical market prices of the Company Common Stock and certain publicly traded securities of such other companies; (v) reviewed certain internal financial analyses and forecasts prepared by or at the direction of the managements of the Company and Azur Pharma relating to their respective businesses and prepared by or at the direction of the Company relating to Azur Pharma s business; (vi) reviewed with management of the Company certain publicly available financial forecasts related to the company (the Public Forecasts); and (vii) performed such other financial studies and analyses and considered such other information as we deemed appropriate for the purposes of this opinion.

In addition, we have held discussions with certain members of the management of the Company and Azur Pharma with respect to certain aspects of the Transaction, and the past and current business operations of the Company and Azur Pharma, the financial condition and future prospects and operations of the Company and Azur Pharma, the effects of the Transaction on the financial condition and future prospects of the Company and Azur Pharma, and certain other matters we believed necessary or appropriate to our inquiry.

In giving our opinion, we have relied upon and assumed the accuracy and completeness of all information that was publicly available or was furnished to or discussed with us by the Company and Azur Pharma or otherwise reviewed by or for us, and we have not independently verified (nor have we assumed responsibility or liability for independently verifying) any such information or its accuracy or completeness. We have not conducted or been provided with any valuation or appraisal of any assets or liabilities, nor have we evaluated the solvency of the Company or Azur Pharma under any state or federal laws relating to bankruptcy, insolvency or similar matters. In relying on financial analyses and forecasts provided to us or derived therefrom, we have assumed that

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they have been reasonably prepared based on assumptions reflecting the best currently available estimates and judgments by management as to the expected future results of operations and financial condition of the Company and Azur Pharma to which such analyses or forecasts relate. As you are aware, we have not been provided with, and we did not have access to, long-range financial forecasts relating to the Company prepared by management of the Company. Accordingly, we have been advised by the Company, and have assumed, that the Public Forecasts are a reasonable basis upon which to evaluate the future financial performance of the Company and we have used the Public Forecasts in performing our analyses. We express no view as to such analyses or forecasts (including the Public Forecasts) or the assumptions on which they were based. We have also assumed that the Transaction and the other transactions contemplated by the Agreement will have the tax consequences described in discussions with, and materials furnished to us by, representatives of the Company, and will be consummated as described in the Agreement, and that the signed Agreement will not differ in any material respects from the unsigned Agreement furnished to us. We have also assumed that the representations and warranties made by the Company and Azur Pharma in the Agreement and the related agreements are and will be true and correct in all respects material to our analysis. We are not legal, regulatory or tax experts and have relied on the assessments made by advisors to the Company with respect to such issues. We have further assumed that all material governmental, regulatory or other consents and approvals necessary for the consummation of the Transaction will be obtained without any adverse effect on the Company or Azur Pharma or on the contemplated benefits of the Transaction.

Our opinion is necessarily based on economic, market and other conditions as in effect on, and the information made available to us as of, the date hereof. It should be understood that subsequent developments may affect this opinion and that we do not have any obligation to update, revise, or reaffirm this opinion. Our opinion is limited to the fairness, from a financial point of view, to the holders of the Company Common Stock of the Exchange Ratio in the proposed Transaction and we express no opinion as to the fairness of any consideration to be paid in connection with the Transaction to the holders of any other class of securities, creditors or other constituencies of the Company or as to the underlying decision by the Company to engage in the Transaction. Furthermore, we express no opinion with respect to the amount or nature of any compensation to any officers, directors, or employees of any party to the Transaction, or any class of such persons relative to the Exchange Ratio applicable to the holders of the Company Common Stock in the Transaction or with respect to the fairness of any such compensation**.** We are expressing no opinion herein as to the price at which the Company Common Stock or Azur Ordinary Shares will trade at any future time.

We note that we were not authorized to and did not solicit any expressions of interest from any other parties with respect to any alternative transaction.

We have acted as financial advisor to the Company with respect to the proposed Transaction and will receive a fee from the Company for our services, a substantial portion of which will become payable only if the proposed Transaction is consummated. Please be advised that during the two years preceding the date of this letter, neither we nor our affiliates have had any other material financial advisory or other material commercial or investment banking relationships with the Company or Azur Pharma. In the ordinary course of our businesses, we and our affiliates may actively trade the debt and equity securities of the Company or Azur Pharma for our own account or for the accounts of customers and, accordingly, we may at any time hold long or short positions in such securities.

On the basis of and subject to the foregoing, it is our opinion as of the date hereof that the Exchange Ratio in the proposed Transaction is fair, from a financial point of view, to the holders of the Company Common Stock.

The issuance of this opinion has been approved by a fairness opinion committee of J.P. Morgan Securities LLC. This letter is provided to the Board of Directors of the Company (in its capacity as such) in connection with and for the purposes of its evaluation of the Transaction. This opinion does not constitute a recommendation to any shareholder of the Company as to how such shareholder should vote with respect to the Transaction or any other matter. This opinion may not be disclosed, referred to, or communicated (in whole or in part) to any third party

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for any purpose whatsoever except with our prior written approval or pursuant to the next sentence. This opinion may be reproduced in full in any proxy or information statement mailed to shareholders of the Company but may not otherwise be disclosed publicly in any manner without our prior written approval.

Very truly yours,

/s/ J.P. MORGAN SECURITIES LLC
U039813

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Annex C

Cert No.: 399192

COMPANIES ACTS, 1963 TO 2009

A PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

JAZZ PHARMACEUTICALS PUBLIC LIMITED COMPANY

(Amended by Special Resolution on 2011)

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COMPANIES ACTS, 1963 to 2009

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

JAZZ PHARMACEUTICALS PUBLIC LIMITED COMPANY

1. The name of the Company is: JAZZ PHARMACEUTICALS PUBLIC LIMITED COMPANY.

2. The registered office of the Company shall be at 1 Stokes Place, St. Stephens Green, Dublin 2, Ireland or at such other place as the Board may from time to time decide.

3. The Company is to be a public limited company.

4. The objects for which the Company is established are:

   (a) To carry on all or any of the businesses of manufacturers, buyers, sellers, and distributing agents of and dealers in all kinds of patent, pharmaceutical, medicinal, and medicated preparations, patent medicines, drugs, herbs, and of and in pharmaceutical, medicinal, proprietary and industrial preparations, compounds, and articles of all kinds; and to manufacture, make up, prepare, buy, sell, and deal in all articles, substances, and things commonly or conveniently used in or for making up, preparing, or packing any of the products in which the Company is authorised to deal, or which may be required by customers of or persons having dealings with the Company.

   (b) To invest in pharmaceutical and related assets, including, amongst other items, investments in pharmaceutical companies, products, businesses, divisions, technologies, devices, sales force and other marketing capabilities, development projects and related activities, licences, intellectual and similar property rights, premises and equipment, royalty rights and all other assets needed to operate a pharmaceuticals business.

   (c) To establish, maintain and operate laboratories for the purpose of carrying on chemical, physical and other research in medicine, chemistry, industry or other unrelated or related fields.

   (d) To invest (including long-term investments in, and acquisitions of, the shares of pharmaceutical companies) any monies of the Company in such investments and in such manner as may from time to time be determined, and to hold, sell or deal with such investments and generally to purchase, take on lease or in exchange or otherwise acquire any real and personal property and rights or privileges.

   (e) To develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building proposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.

(f) To acquire and hold shares and stocks of any class or description, debentures, debenture stock, bonds, bills, mortgages, obligations, investments and securities of all descriptions and of any kind issued or guaranteed by any company, corporation or undertaking of whatever nature and wheresoever constituted or carrying on business or issued or guaranteed by any government, state, dominion, colony, sovereign ruler, commissioners, trust, public; municipal, local or other authority or body of whatsoever nature and wheresoever situated and investments, securities and property of all descriptions and of any kind, including real and chattel real estates, mortgages, reversions, assurance policies, contingencies and choses in action.

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(g) To remunerate by cash payments or allotment of shares or securities of the Company credited as fully paid up or otherwise any person or company for services rendered or to be rendered to the Company or any parent or subsidiary body corporate whether in the conduct or management of its business, or in placing or assisting to place or guaranteeing the placing of any of the shares of the Company s capital, or any debentures or other securities of the Company or in or about the formation or promotion of the Company.

(h) To purchase for investment only property of any tenure and any interest therein, and to make advances upon the security of land or other similar property or any interest therein.

(i) To acquire by purchase, exchange, lease, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or other estate or interest, whether immediate or reversionary and whether vested or contingent, any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or encumbrances, and to hold, farm, work and manage and to let, sublet, mortgage or charge land and buildings of any kind, reversions, interests, annuities, life policies, and any other property real or personal, movable or immovable, either absolutely or conditionally, and either subject or not to any mortgage, charge, ground rent or other rents or encumbrances.

(j) To erect or secure the erection of buildings of any kind with a view of occupying or letting them and to enter into any contracts or leases and to grant any licences necessary to effect the same.

(k) To maintain and improve any lands, tenements or hereditaments acquired by the Company or in which the Company is interested, in particular by decorating, maintaining, furnishing, fitting up and improving houses, shops, flats, maisonettes and other buildings and to enter into contracts and arrangements of all kinds with tenants and others.

(l) To sell, exchange, mortgage (with or without power of sale), assign, turn to account or otherwise dispose of and generally deal with the whole or any part of the property, shares, stocks, securities, estates, rights or undertakings of the Company, real, chattels real or personal, movable or immovable, either in whole or in part, upon whatever terms and whatever consideration the Company shall think fit.

(m) To take part in the management, supervision, or control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors, accountants, or other experts or agents to act as consultants, supervisors and agents of other companies or undertakings and to provide managerial, advisory, technical, design, purchasing and selling services.

(n) To make, draw, accept, endorse, negotiate, issue, execute, discount and otherwise deal with bills of exchange, promissory notes, letters of credit, circular notes, and other negotiable or transferable instruments.

(o) To redeem, purchase, or otherwise acquire in any manner permitted by law and on such terms and in such manner as the Company may think fit any shares in the Company s capital.

(p) To guarantee, support or secure whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods the performance of the obligations of, and the repayment or payment of the principal amounts of and the premiums, interest and dividends on any security of any person, firm or company including (without prejudice to the generality of the foregoing) any company which is for the time being the Company s holding company or subsidiary as defined by Section 155 of the Companies Act 1963 or another subsidiary as defined by the said Section of the Company s holding company or otherwise associated with the Company in business notwithstanding the fact that the Company may not receive any consideration, advantage or benefit, direct or indirect

from entering into such guarantee or other arrangement or transaction contemplated herein.

(q) To lend the funds of the Company with or without security and at interest or free of interest and on such terms and conditions as the directors shall from time to time determine.

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(r) To raise or borrow or secure the payment of money in such manner and on such terms as the directors may deem expedient whether or not by the issue of bonds, debentures or debenture stock, perpetual or redeemable, or by mortgage, charge, lien or pledge upon the whole or any part of the undertaking, property, assets and rights of the Company, present or future, including its uncalled capital and generally in any other manner as the directors shall from time to time determine and to enter into or issue interest and currency hedging and swap agreements, forward rate agreements, interest and currency futures or options and other forms of financial instruments, and to purchase, redeem or pay off any of the foregoing and to guarantee the liabilities of the Company or any other person, and any debentures, debenture stock or other securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, transfer, drawings, allotments of shares; attending and voting at general meetings of the Company, appointment of directors and otherwise.

(s) To accumulate capital for any of the purposes of the Company, and to appropriate any of the Company s assets to specific purposes, either conditionally or unconditionally, and to admit any class or section of those who have any dealings with the Company to any share in the profits thereof or in the profits of any particular branch of the Company s business or to any other special rights, privileges, advantages or benefits.

(t) To reduce the share capital of the Company in any manner permitted by law.

(u) To make gifts or grant bonuses to officers or other persons who are or have been in the employment of the Company and to allow any such persons to have the use and enjoyment of such property, chattels or other assets belonging to the Company upon such terms as the Company shall think fit.

(v) To establish and maintain or procure the establishment and maintenance of any pension or superannuation fund (whether contributory or otherwise) for the benefit of and to give or procure the giving of donations, gratuities, pensions, annuities, allowances, emoluments or charitable aid to any persons who are or were at any time in the employment or service of the Company or any of its predecessors in business, or of any company which is a subsidiary of the Company or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid may be interested and the wives, widows, children, relatives and dependants of any such persons and to make payments towards insurance and assurance and to form and contribute to provident and benefit funds for the benefit of such persons and to remunerate any person, firm or company rendering services to the Company, whether by cash payment, gratuities, pensions, annuities, allowances, emoluments or by the allotment of shares or securities of the Company credited as paid up in full or in part or otherwise.

(w) To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns, undertakings, assets, property or rights.

(x) To insure the life of any person who may, in the opinion of the Company, be of value to the Company, as having or holding for the Company interests, goodwill, or influence or otherwise and to pay the premiums on such insurance.

(y) To distribute either upon a distribution of assets or division of profits among the Members of the Company in bind any property of the Company, and in particular any shares, debentures or securities of other companies belonging to the Company or of which the Company may have the power of disposing.

(z) To give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company, or, where the Company is a subsidiary company, in its holding company.

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(aa) To do and carry out all or any of the foregoing objects in any part of the world and either as principals, agents, contractors, trustees or otherwise, and either by or through agents, trustees or otherwise and either alone or in partnership or in conjunction with any other company, firm or person, provided that nothing herein contained shall empower the Company to carry on the businesses of insurance.

(bb) To apply for, purchase or otherwise acquire any patents, brevets d invention, licences, trade marks, industrial designs, know-how, concessions and other forms of intellectual property rights and the like conferring any exclusive or non-exclusive or limited or contingent rights to use, or any secret or other information as to any invention or process of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired.

(cc) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.

(dd) To acquire and undertake the whole or any part of the undertaking, business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or which is capable of being conducted so as to benefit the Company directly or indirectly or which is possessed of assets suitable for the purposes of the Company.

(ee) To adopt such means of making known the Company and its products and services as may seem expedient.

(ff) To acquire and carry on any business carried on by a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company.

(gg) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

(hh) To amalgamate with, merge with or otherwise become pact of or associated with any other company or association in any manner permitted by law.

(ii) To do and carry out all such other things, except the issuing of policies of insurance, as may be deemed by the Company capable of being conveniently carried on in connection with the above objects or any of them or calculated to enhance the value of or render profitable any of the Company s properties or rights.

And it is hereby declared that the word company in this clause, except where used in reference to this Company, shall be deemed to include any person, partnership or other body of persons whether incorporated or not incorporated and whether domiciled in the State or elsewhere and that the objects of the Company as specified in each of the foregoing paragraphs of this clause shall be separate and distinct objects and shall not be in anywise limited or restricted by reference to or inference from the terns of any other paragraph or the name of the Company.

5. The liability of each Member is limited to the amount from time to time unpaid on such Member s Shares.

6. The authorised share capital of the Company is 40,000 and US$30,000 divided into 4,000,000 euro deferred shares of 0.01 each and 300,000,000 ordinary shares of US$0.0001 each.

7. The shares forming the capital, increased or reduced, may be increased or reduced and be divided into such classes and issued with any special rights, privileges and conditions or with such qualifications as regards preference, dividend, capital, voting or other special incidents, and be held upon such terms as may be attached thereto or as may from time to time be provided by the original or any substituted or amended

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articles of association and regulations of the Company for the time being, but so that where shares are issued with any preferential or special rights attached thereto such rights shall not be alterable otherwise than pursuant to the provisions of the Company s articles of association for the time being.

8. Capitalised terms that are not defined in this memorandum of association bear the same meaning as those given in the articles of association of the Company.

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Cert. No. 399192

Companies Acts 1963 to 2009

A PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

Jazz Pharmaceuticals Public Limited Company

(Amended and restated by Special Resolution dated [ ] 2011)

PRELIMINARY

1. The regulations contained in Table A in the First Schedule to the 1963 Act shall not apply to the Company.

2.

2.1 In these Articles:

1963 Act	means the Companies Act 1963.
1983 Act	means the Companies (Amendment) Act 1983.
1990 Act	means the Companies Act 1990.
Address	includes, without limitation, any number or address used for the purposes of communication by way of electronic mail or other electronic communication.
Adoption Date	means the date of adoption of these Articles.
Articles or **Articles of Association**	means these articles of association of the Company, as amended from time to time by Special Resolution.
Assistant Secretary	means any person appointed by the Secretary from time to time to assist the Secretary.
Auditors	means the persons for the time being performing the duties of auditors of the Company.
Board	means the board of directors for the time being of the Company.
clear days	means, in relation to a period of notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
Companies Acts	means the Companies Acts 1963-2009.
Company	means the above-named company.
Court	means the Irish High Court.
Directors	means the directors for the time being of the Company.

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dividend	includes interim dividends and bonus dividends.
electronic communication	shall have the meaning given to those words in the Electronic Commerce Act 2000.
electronic signature	shall have the meaning given to those words in the Electronic Commerce Act 2000.
Exchange	means any securities exchange or other system on which the Shares of the Company may be listed or otherwise authorised for trading from time to time.
Exchange Act	means the Securities Exchange Act of 1934 of the United States of America.
Member	means a person who has agreed to become a Member of the Company and whose name is entered in the Register of Members as a registered holder of Shares.
Memorandum	means the memorandum of association of the Company as amended from time to time by Special Resolution.
Merger	means the merger between Jazz Pharmaceuticals Inc. And Jaguar Merger Sub Inc. consummated immediately prior to the time that these Articles became effective and as a result of which Jazz Pharmaceuticals Inc. became the surviving entity and an indirect wholly-owned subsidiary of the Company.
month	means a calendar month.
Ordinary Resolution	means an ordinary resolution of the Company s Members within the meaning of section 141 of the 1963 Act.
paid-up	means paid-up as to the nominal value and any premium payable in respect of the issue of any Shares and includes credited as paid-up.
Redeemable Shares	means redeemable shares in accordance with section 206 of the 1990 Act.
Register of Members or **Register**	means the register of Members of the Company maintained by or on behalf of the Company, in accordance with the Companies Acts and includes (except where otherwise stated) any duplicate Register of Members.
registered office	means the registered office for the time being of the Company.
Seal	means the seal of the Company, if any, and includes every duplicate seal.
Secretary	means the person appointed by the Board to perform any or all of the duties of secretary of the Company and includes an Assistant Secretary and any person appointed by the Board to perform the duties of secretary of the Company.
Share and **Shares**	means a share or shares in the capital of the Company.
Special Resolution	means a special resolution of the Company s Members within the meaning of section 141 of the 1963 Act.

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2.2 In the Articles:

(a) words importing the singular number include the plural number and vice-versa;

(b) words importing the feminine gender include the masculine gender;

(c) words importing persons include any company, partnership or other body of persons, whether corporate or not, any trust and any government, governmental body or agency or public authority, whether of Ireland or elsewhere;

(d) written and in writing include all modes of representing or reproducing words in visible form, including electronic communication;

(e) references to a company include any body corporate or other legal entity, whether incorporated or established in Ireland or elsewhere;

(f) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced from time to time;

(g) any phrase introduced by the terms including , include , in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(h) reference to officer or officers in these Articles means any executive that has been designated by the Company as an officer and, for the avoidance of doubt, shall not have the meaning given to such term in the 1963 Act and any such officers shall not constitute officers of the Company within the meaning of Section 2(1) of the 1963 Act.

(i) headings are inserted for reference only and shall be ignored in construing these Articles; and

(j) references to US$, USD, $ or dollars shall mean United States dollars, the lawful currency of the United States of America and references to , euro, or EUR shall mean the euro, the lawful currency of Ireland.

SHARE CAPITAL; ISSUE OF SHARES

3. The authorised share capital of the Company is 40,000 and US$30,000 divided into 4,000,000 euro deferred shares of 0.01 each and 300,000,000 ordinary shares of US$0.0001 each.

4. Subject to the provisions of these Articles relating to new Shares, the Shares shall be at the disposal of the Directors, and they may (subject to the provisions of the Companies Acts) allot, grant options over or otherwise dispose of them to such persons, on such terms and conditions and at such times as they may consider to be in the best interests of the Company and its Members, but so that no Share shall be issued at a discount save in accordance with sections 26(5) and 28 of the 1983 Act, and so that, in the case of Shares offered to the public for subscription, the amount payable on application on each Share shall not be less than one-quarter of the nominal amount of the Share and the whole of any premium thereon.

5. Subject to any requirement to obtain the approval of Members under any laws, regulations or the rules of any Exchange, the Board is authorised, from time to time, in its discretion, to grant such persons, for such periods and upon such terms as the Board deems advisable, options to purchase or subscribe for any number of Shares of any class or classes or of any series of any class as the Board may deem advisable, and to cause warrants or other appropriate instruments evidencing such options to be issued.

6.

6.1 The Directors are, for the purposes of section 20 of the 1983 Act, generally and unconditionally authorised to exercise all powers of the Company to allot and issue relevant securities (as defined by the said section 20) up to the amount of Company s authorised share capital as at the date of

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adoption of these Articles and to allot and issue any Shares purchased by the Company pursuant to the provisions of Part XI of the 1990 Act and held as treasury shares and this authority shall expire five years from the date of adoption of these Articles.

6.2 The Directors are hereby empowered pursuant to sections 23 and 24(1) of the 1983 Act to allot equity securities within the meaning of the said section 23 for cash pursuant to the authority conferred by Article 6.1 as if section 23(1) of the said 1983 Act did not apply to any such allotment. The Company may before the expiry of such authority make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of such an offer or agreement as if the power conferred by Article 6.1 had not expired.

6.3 The Company may issue share warrants to bearer pursuant to section 88 of the 1963 Act.

7. Without prejudice to any special rights previously conferred on the holders of any existing Shares or class of Shares, any Share in the Company may be issued with such preferred or deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by Ordinary Resolution determine.

8. The Company may pay commission to any person in consideration of any person subscribing or agreeing to subscribe, whether absolutely or conditionally, for the shares in the Company or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company on such terms and, subject to the provisions of the Companies Acts and to such conditions as the Directors may determine, including, without limitation, by paying cash or allotting and issuing fully or partly paid shares or any combination of the two. The Company may also on any issue of Shares pay such brokerage as may be lawful.

ORDINARY SHARES

9. The holder of an ordinary share shall be:

9.1 entitled to dividends on a *pro rata* basis in accordance with the relevant provisions of these Articles;

9.2 entitled to participate *pro rata* in the total assets of the Company in the event of the Company s winding up; and

9.3 entitled, subject to the right of the Company to set record dates for the purpose of determining the identity of Members entitled to notice of and/or vote at a general meeting, to attend general meetings of the Company and shall be entitled to one vote for each Ordinary Share registered in her name in the Register of Members, both in accordance with the relevant provisions of these Articles.

10. An ordinary share shall be deemed to be a Redeemable Share on, and from the time of, the existence or creation of an agreement, transaction or trade between the Company and any third party pursuant to which the Company acquires or will acquire ordinary shares, or an interest in ordinary shares, from the relevant third party. In these circumstances, the acquisition of such shares by the Company shall constitute the redemption of a Redeemable Share in accordance with Part XI of the 1990 Act.

11. All ordinary shares shall rank *pari passu* with each other in all respects.

THE MERGER

12. Pursuant to the terms of the Merger, ordinary shares in the share capital of the Company equal in number to the number of shares of common stock of Jazz Pharmaceuticals Inc. held immediately prior to the Merger becoming effective (the **Effective Time**), will be allotted and issued by the Company to an exchange agent (the **Exchange Agent**) who shall hold such ordinary shares on trust for the holders of

shares of common stock of Jazz Pharmaceuticals Inc. (the **Holders**) (the **Merger Consideration**). As soon as reasonably practicable after the Effective Time, the Exchange Agent shall mail to each holder of record of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of common stock of Jazz Pharmaceuticals Inc. (the **Jazz Certificates**) and each holder of record of a non-certificated outstanding share of the common stock of Jazz Pharmaceuticals Inc. represented by book entry (**Jazz Book Entry Shares**), which at the Effective Time were converted into the right to receive the Merger Consideration: (i) a letter of transmittal (which shall specify that delivery shall be effected, and that risk of loss and title to the Jazz Certificates and Jazz Book Entry Shares shall pass, only upon delivery of the Jazz Certificates or Jazz Book Entry Shares (as applicable) to the Exchange Agent, and (ii) instructions for use in effecting the surrender of the Jazz Certificates and Jazz Book Entry Shares in exchange for ordinary shares in the Company. Upon surrender of Jazz Certificates and / or Jazz Book Entry Shares (as applicable) for cancellation to the Exchange Agent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, and such other documents as may reasonably be required by the Exchange Agent (the **Exchange Agent Documents**), the holder of such Jazz Certificates or Jazz Book Entry Shares (as applicable) shall be entitled to receive in exchange therefor that number of ordinary shares in the Company (after taking into account all Jazz Certificates or Jazz Book Entry Shares (as applicable) surrendered by such holder) to which such holder is entitled (which may be in uncertificated form). In the event of a transfer of ownership of shares of Jazz Common Stock which is not registered in the transfer records of Jazz, the proper number of ordinary shares in the Company may be transferred to a person other than the person in whose name the Jazz Certificate or Jazz Book Entry Shares (as applicable) so surrendered is registered, if such Jazz Certificate or Jazz Book Entry Shares (as applicable) shall be properly endorsed or otherwise be in proper form for transfer and the person requesting such transfer shall pay any transfer or other taxes required by reason of the issuance of ordinary shares in the Company to a person other than the registered holder of such Jazz Certificate or Jazz Book Entry Shares (as applicable) or establish to the reasonable satisfaction of the Exchange Agent that such Tax has been paid or is not applicable. Insofar as such Exchange Agent Documents are not deposited with the Exchange Agent prior to the first anniversary of the date on which Effective Time occurred (the **First Anniversary**), the Exchange Agent shall sell all such shares on the market (with no obligation to obtain the best possible price) and shall transfer the proceeds of such sale to the Company which shall hold such proceeds in an account, which does not need to be interest bearing, in trust for those Holders who have not by the First Anniversary deposited the Exchange Agent Documents. If and when such Exchange Agent Documents are deposited with the Secretary of the Company following the First Anniversary, the Company shall arrange for a payment to be made to the relevant Holder equal to the number of ordinary shares in the share capital of the Company sold by the Exchange Agent representing the number of shares of common stock of Jazz Pharmaceuticals Inc. evidenced as being owned by him in the Exchange Agent Documents so deposited.

EURO DEFERRED SHARES

13. The holders of the euro deferred shares shall not be entitled to receive any dividend or distribution and shall not be entitled to receive notice of, nor to attend, speak or vote at any general meeting of the Company. On a return of assets, whether on liquidation or otherwise, the euro deferred shares shall entitle the holder thereof only to the repayment of the amounts paid up on such shares after repayment of the capital paid up on the ordinary shares plus the payment of $5,000,000 on each of the ordinary shares and the holders of the euro deferred shares (as such) shall not be entitled to any further participation in the assets or profits of the Company.

14. The special resolution passed on the Adoption Date adopting these Articles shall be deemed to confer irrevocable authority on the Company at any time after the Adoption Date:

14.1 to acquire all or any of the fully paid euro deferred shares otherwise than for valuable consideration in accordance with Section 41(2) of the 1983 Act and without obtaining the sanction of the holders thereof;

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14.2 to appoint any person to execute on behalf of the holders of the euro deferred shares remaining in issue (if any) a transfer thereof and/or an agreement to transfer the same otherwise than for valuable consideration to the Company or to such other person as the Company may nominate;

14.3 to cancel any acquired euro deferred shares; and

14.4 pending such acquisition and/or transfer and/or cancellation to retain the certificate (if any) for such euro deferred shares.

15. In accordance with Section 43(3) of the 1983 Act the Company shall, not later than three years after any acquisition by it of any euro deferred shares as aforesaid, cancel such shares (except those which, or any interest of the Company in which, it shall have previously disposed of) and reduce the amount of the share capital by the nominal value of the shares so cancelled and the Directors may take such steps as are requisite to enable the Company to carry out its obligations under that subsection without complying with Sections 72 and 73 of the 1963 Act including passing resolutions in accordance with Section 43(5) of the 1983 Act.

16. Neither the acquisition by the Company otherwise than for valuable consideration of all or any of the euro deferred shares nor the redemption thereof nor the cancellation thereof by the Company in accordance with this Article shall constitute a variation or abrogation of the rights or privileges attached to the euro deferred shares, and accordingly the euro deferred shares or any of them may be so acquired, redeemed and cancelled without any such consent or sanction on the part of the holders thereof. The rights conferred upon the holders of the euro deferred shares shall not be deemed to be varied or abrogated by the creation of further shares ranking in priority thereto or pari passu therewith.

ISSUE OF WARRANTS

17. The Board may issue warrants to subscribe for any class of Shares or other securities of the Company on such terms as it may from time to time determine.

CERTIFICATES FOR SHARES

18. Unless otherwise provided for by the Board or the rights attaching to or by the terms of issue of any particular Shares, or to the extent required by any Exchange, depository, or any operator of any clearance or settlement system, no person whose name is entered as a Member in the Register of Members shall be entitled to receive a share certificate for all Shares of each class held by her (nor on transferring a part of holding, to a certificate for the balance).

19. Any share certificate, if issued, shall specify the number of Shares in respect of which it is issued and the amount paid thereon or the fact that they are fully paid, as the case may be, and may otherwise be in such form as shall be determined by the Board. Such certificates may be under Seal. All certificates for Shares shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. The name and address of the person to whom the Shares represented thereby are issued, with the number of Shares and date of issue, shall be entered in the Register of Members of the Company. All certificates surrendered to the Company for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of Shares shall have been surrendered and cancelled. The Board may authorise certificates to be issued with the seal and authorised signature(s) affixed by some method or system of mechanical process. In respect of a Share or Shares held jointly by several persons, the Company shall not be bound to issue a certificate or certificates to each such person, and the issue and delivery of a certificate or certificates to one of several joint holders shall be sufficient delivery to all such holders.

20. If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred by the Company in investigating such evidence, as the Board may prescribe, and, in

the case of defacement or wearing out, upon delivery of the old certificate.

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REGISTER OF MEMBERS

21. The Company shall maintain or cause to be maintained a Register of its Members in accordance with the Companies Acts.

22. If the Board considers it necessary or appropriate, the Company may establish and maintain a duplicate Register or Registers of Members at such location or locations within or outside Ireland as the Board thinks fit. The original Register of Members shall be treated as the Register of Members for the purposes of these Articles and the Companies Acts.

23. The Company, or any agent(s) appointed by it to maintain the duplicate Register of Members in accordance with these Articles, shall as soon as practicable and on a regular basis record or procure the recording in the original Register of Members all transfers of Shares effected on any duplicate Register of Members and shall at all times maintain the original Register of Members in such manner as to show at all times the Members for the time being and the Shares respectively held by them, in all respects in accordance with the Companies Acts.

24. The Company shall not be bound to register more than four persons as joint holders of any Share. If any Share shall stand in the names of two or more persons, the person first named in the Register of Members shall be deemed the sole holder thereof as regards service of notices and, subject to the provisions of these Articles, all or any other matters connected with the Company.

TRANSFER OF SHARES

25. All transfers of Shares may be effected by an instrument of transfer in the usual common form or in such other form as the Board may approve. All instruments of transfer must be left at the registered office or at such other place as the Board may appoint and all such instruments of transfer shall be retained by the Company.

26.

26.1 The instrument of transfer shall be executed by or on behalf of the transferor. The instrument of transfer of any Share shall be in writing and shall be executed with a manual signature or facsimile signature (which may be machine imprinted or otherwise) by or on behalf of the transferor provided that in the case of execution by facsimile signature by or on behalf of a transferor, the Board shall have previously been provided with a list of specimen signatures of the authorised signatories of such transferor and the Board shall be reasonably satisfied that such facsimile signature corresponds to one of those specimen signatures.

26.2 The instrument of transfer of any Share may be executed for and on behalf of the transferor by the Secretary or an Assistant Secretary, and the Secretary or Assistant Secretary shall be deemed to have been irrevocably appointed agent for the transferor of such Share or Shares with full power to execute, complete and deliver in the name of and on behalf of the transferor of such Share or Shares all such transfers of Shares held by the Members in the share capital of the Company. Any document which records the name of the transferor, the name of the transferee, the class and number of Shares agreed to be transferred, the date of the agreement to transfer Shares, shall, once executed by the transferor or the Secretary or Assistant Secretary as agent for the transferor, be deemed to be a proper instrument of transfer for the purposes of section 81 of the 1963 Act. The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered on the Register in respect thereof, and neither the title of the transferee nor the title of the transferor shall be affected by any irregularity or invalidity in the proceedings in reference to the sale should the Directors so determine.

26.3 The Company, at its absolute discretion and insofar as the Companies Acts or any other applicable law permits, may, or may procure that a subsidiary of the Company shall, pay Irish stamp duty arising on a transfer of Shares on behalf of the transferee of such Shares of the Company. If stamp

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duty resulting from the transfer of Shares in the Company which would otherwise be payable by the transferee is paid by the Company or any subsidiary of the Company on behalf of the transferee, then in those circumstances, the Company shall, on its behalf or on behalf of its 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 Shares and (iii) to claim a first and permanent lien on the Shares on which stamp duty has been paid by the Company or its subsidiary for the amount of stamp duty paid.

26.4 Notwithstanding the provisions of these Articles and subject to any regulations made under section 239 of the 1990 Act, title to any Shares in the Company may also be evidenced and transferred without a written instrument in accordance with section 239 of the 1990 Act or any regulations made thereunder. The Directors shall have power to permit any class of Shares to be held in uncertificated form and to implement any arrangements they think fit for such evidencing and transfer which accord with such regulations and in particular shall, where appropriate, be entitled to disapply or modify all or part of the provisions in these Articles with respect to the requirement for written instruments of transfer and share certificates (if any), in order to give effect to such regulations.

27. The Board may in its absolute discretion and without assigning any reason for its decision, decline to register any transfer of any Share which is not a fully paid Share. The Board may also, in its absolute discretion, and without assigning any reason, refuse to register a transfer of any Share unless:

27.1 the instrument of transfer is lodged with the Company accompanied by the certificate for the Shares (if any) to which it relates (which shall upon registration of the transfer be cancelled) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;

27.2 the instrument of transfer is in respect of only one class of Shares;

27.3 the instrument of transfer is properly stamped (in circumstances where stamping is required);

27.4 in the case of a transfer to joint holders, the number of joint holders to which the Share is to be transferred does not exceed four;

27.5 it is satisfied, acting reasonably, that all applicable consents, authorisations, permissions or approvals of any governmental body or agency in Ireland or any other applicable jurisdiction required to be obtained under relevant law prior to such transfer have been obtained; and

27.6 it is satisfied, acting reasonably, that the transfer would not violate the terms of any agreement to which the Company (or any of its subsidiaries) and the transferor are party or subject.

28. If the Board shall refuse to register a transfer of any Share, it shall, within two (2) months after the date on which the transfer was lodged with the Company, send to each of the transferor and the transferee notice of such refusal.

29. The Company shall not be obligated to make any transfer to an infant or to a person in respect of whom an order has been made by a competent court or official on the grounds that she is or may be suffering from mental disorder or is otherwise incapable of managing her affairs or under other legal disability.

30. Upon every transfer of Shares the certificate (if any) held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and subject to Article 18 a new certificate may be issued without charge to the transferee in respect of the Shares transferred to her, and if any of the Shares included in the certificate so given up shall be retained by the transferor, a new certificate in respect thereof may be issued to her without charge. The Company shall also retain the instrument(s) of transfer.

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REDEMPTION AND REPURCHASE OF SHARES

31. Subject to the provisions of Part XI of the 1990 Act and the other provisions of this Article 28, the Company may:

31.1 pursuant to section 207 of the 1990 Act, issue any Shares of the Company which are to be redeemed or are liable to be redeemed at the option of the Company or the Member on such terms and in such manner as may be determined by the Company in general meeting (by Special Resolution) on the recommendation of the Directors;

31.2 redeem Shares of the Company on such terms as may be contained in, or be determined pursuant to the provisions of, these Articles. Subject as aforesaid, the Company may cancel any Shares so redeemed or may hold them as treasury shares and re-issue such treasury shares as Shares of any class or classes or cancel them;

31.3 subject to or in accordance with the provisions of the Companies Acts and without prejudice to any relevant special rights attached to any class of shares, pursuant to section 211 of the 1990 Act, purchase any of its own Shares (including any Redeemable Shares and without any obligation to purchase on any *pro rata* basis as between Members or Members of the same class) and may cancel any shares so purchased or hold them as treasury (as defined by section 209 of the 1990 Act) and may reissue any such shares as shares of any class or classes or cancel them; or

31.4 pursuant to section 210 of the 1990 Act, convert any of its Shares into Redeemable Shares provided that the total number of Shares which shall be redeemable pursuant to this authority shall not exceed the limit in section 210(4) of the 1990 Act.

32. The Company may make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Companies Acts.

33. The holder of the Shares being purchased shall be bound to deliver up to the Company at its registered office or such other place as the Board shall specify, the certificate(s) (if any) thereof for cancellation and thereupon the Company shall pay to her the purchase or redemption monies or consideration in respect thereof.

VARIATION OF RIGHTS OF SHARES

34. If at any time the share capital of the Company is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may be varied or abrogated with the consent in writing of the holders of three-quarters of all the votes of the issued Shares of that class, or with the sanction of a Special Resolution passed at a general meeting of the holders of the Shares of that class.

35. The provisions of these Articles relating to general meetings of the Company shall apply *mutatis mutandis* to every such general meeting of the holders of one class of Shares except that the necessary quorum shall be one or more persons holding or representing by proxy at least one-half of the issued Shares of the class.

36. The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by (i) the creation or issue of further Shares ranking *pari passu* therewith; (ii) a purchase or redemption by the Company of its own Shares; or (iii) the creation or issue for value (as determined by the Board) of further Shares ranking as regards participation in the profits or assets of the Company or otherwise in

priority to them.

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LIEN ON SHARES

37. The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all monies (whether presently payable or not) payable at a fixed time or called in respect of that Share. The Directors, at any time, may declare any Share to be wholly or in part exempt from the provisions of this Article. The Company s lien on a Share shall extend to all monies payable in respect of it.

38. The Company may sell in such manner as the Directors determine any Share on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice demanding payment, and stating that if the notice is not complied with the Share may be sold, has been given to the holder of the Share or to the person entitled to it by reason of the death or bankruptcy of the holder.

39. To give effect to a sale, the Directors may authorise some person to execute an instrument of transfer of the Share sold to, or in accordance with the directions of, the transferee. The transferee shall be entered in the Register as the holder of the Share comprised in any such transfer and she shall not be bound to see to the application of the purchase monies nor shall her title to the Share be affected by any irregularity in or invalidity of the proceedings in reference to the sale, and after the name of the transferee has been entered in the Register, the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

40. The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable and any residue (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any monies not presently payable as existed upon the Shares before the sale) shall be paid to the person entitled to the Shares at the date of the sale.

41. Whenever any law for the time being of any country, state or place imposes or purports to impose any immediate or future or possible liability upon the Company to make any payment or empowers any government or taxing authority or government official to require the Company to make any payment in respect of any Shares registered in the Register as held either jointly or solely by any Members or in respect of any dividends, bonuses or other monies due or payable or accruing due or which may become due or payable to such Member by the Company on or in respect of any Shares registered as mentioned above or for or on account or in respect of any Member and whether in consequence of:

41.1 the death of such Member;

41.2 the non-payment of any income tax or other tax by such Member;

41.3 the non-payment of any estate, probate, succession, death, stamp or other duty by the executor or administrator of such Member or by or out of her estate; or

41.4 any other act or thing;

in every such case (except to the extent that the rights conferred upon holders of any class of Shares render the Company liable to make additional payments in respect of sums withheld on account of the foregoing):

41.5 the Company shall be fully indemnified by such Member or her executor or administrator from all liability;

41.6 the Company shall have a lien upon all dividends and other monies payable in respect of the Shares registered in the Register as held either jointly or solely by such Member for all monies paid or payable by the Company as referred to above in respect of such Shares or in respect of any dividends or other monies thereon or for or on account or in respect of such Member under or in consequence of any such law, together with interest at the rate of 15% per annum (or such other rate as the Board may determine) thereon from the date of payment to date of repayment, and the Company may deduct or set off against such dividends or other monies so payable any monies paid or payable by the Company as referred to above together with interest at the same rate;

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41.7 the Company may recover as a debt due from such Member or her executor or administrator (wherever constituted) any monies paid by the Company under or in consequence of any such law and interest thereon at the rate and for the period referred to above in excess of any dividends or other monies then due or payable by the Company; and

41.8 the Company may if any such money is paid or payable by it under any such law as referred to above refuse to register a transfer of any Shares by any such Member or her executor or administrator until such money and interest is set off or deducted as referred to above or in the case that it exceeds the amount of any such dividends or other monies then due or payable by the Company, until such excess is paid to the Company.

Subject to the rights conferred upon the holders of any class of Shares, nothing in this Article 41 will prejudice or affect any right or remedy which any law may confer or purport to confer on the Company. As between the Company and every such Member as referred to above (and, her executor, administrator and estate, wherever constituted), any right or remedy which such law shall confer or purport to confer on the Company shall be enforceable by the Company.

CALLS ON SHARES

42. Subject to the terms of allotment, the Directors may make calls upon the Members in respect of any monies unpaid on their Shares and each Member (subject to receiving at least fourteen clear days notice specifying when and where payment is to be made) shall pay to the Company as required by the notice the amount called on her Shares. A call may be required to be paid by instalments. A call may be revoked before receipt by the Company of a sum due thereunder, in whole or in part and payment of a call may be postponed in whole or in part.

43. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.

44. A person on whom a call is made shall (in addition to a transferee) remain liable notwithstanding the subsequent transfer of the Share in respect of which the call is made.

45. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

46. If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due until it is paid at the rate fixed by the terms of allotment of the Share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Companies Acts) but the Directors may waive payment of the interest wholly or in part.

47. An amount payable in respect of a Share on allotment or at any fixed date, whether in respect of nominal value by way of premium, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call.

48. Subject to the terms of allotment, the Directors may make arrangements on the issue of Shares for a difference between the holders in the amounts and times of payment of calls on their Shares.

49. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the monies uncalled and unpaid upon any Shares held by her, and upon all or any of the monies so advanced may pay (until the same would, but for such advance, become payable) interest at such rate as may be agreed upon between the Directors and the Member paying such sum in advance.

FORFEITURE

50. If a Member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors, at any time thereafter during such times as any part of the call or instalment remains unpaid, may serve a notice on her requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued.

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51. The notice shall state a further day (not earlier than the expiration of fourteen clear days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the Shares in respect of which the call was made will be liable to be forfeited.

52. If the requirements of any such notice as aforesaid are not complied with then, at any time thereafter before the payment required by the notice has been made, any Shares in respect of which the notice has been given may be forfeited by a resolution of the Directors to that effect. The forfeiture shall include all dividends or other monies payable in respect of the forfeited Shares and not paid before forfeiture. The Directors may accept a surrender of any Share liable to be forfeited hereunder.

53. On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that the name of the Member sued is entered in the Register as the holder, or one of the holders, of the Shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the Member sued, in pursuance of these Articles, and it shall not be necessary to prove the appointment of the Directors who made such call nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

54. A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal such a Share is to be transferred to any person, the Directors may authorise some person to execute an instrument of transfer of the Share to that person. The Company may receive the consideration, if any, given for the Share on any sale or disposition thereof and may execute a transfer of the Share in favour of the person to whom the Share is sold or disposed of and thereupon she shall be registered as the holder of the Share and shall not be bound to see to the application of the purchase money, if any, nor shall her title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.

55. A person whose Shares have been forfeited shall cease to be a Member in respect of the forfeited Shares, but nevertheless shall remain liable to pay to the Company all monies which, at the date of forfeiture, were payable by her to the Company in respect of the Shares, without any deduction or allowance for the value of the Shares at the time of forfeiture but her liability shall cease if and when the Company shall have received payment in full of all such monies in respect of the Shares.

56. A statutory declaration or affidavit that the declarant is a Director or the Secretary of the Company, and that a Share in the Company has been duly forfeited on the date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Share.

57. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the nominal value of the Share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

58. The Directors may accept the surrender of any Share which the Directors have resolved to have been forfeited upon such terms and conditions as may be agreed and, subject to any such terms and conditions, a surrendered Share shall be treated as if it has been forfeited.

NON-RECOGNITION OF TRUSTS

59. The Company shall not be obligated to recognise any person as holding any Share upon any trust (except as is otherwise provided in these Articles or to the extent required by law) and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future, or partial interest in any Share, or any interest in any fractional part of a Share, or

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(except only as is otherwise provided by these Articles or the Companies Acts) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder. This shall not preclude the Company from requiring the Members or a transferee of Shares to furnish to the Company with information as to the beneficial ownership of any Share when such information is reasonably required by the Company.

TRANSMISSION OF SHARES

60. In case of the death of a Member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where she was a sole holder, shall be the only persons recognised by the Company as having any title to her interest in the Shares, but nothing herein contained shall release the estate of any such deceased holder from any liability in respect of any Shares which had been held by her solely or jointly with other persons.

61. Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may from time to time be required by the Board and subject as hereinafter provided, elect either to be registered herself as holder of the Share or to make such transfer of the Share to such other person nominated by her and to have such person registered as the transferee thereof, but the Board shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by that Member before her death or bankruptcy as the case may be.

62. If the person so becoming entitled shall elect to be registered herself as holder, she shall deliver or send to the Company a notice in writing signed by her stating that she so elects.

63. Subject to Article 62, a person becoming entitled to a Share by reason of the death or bankruptcy or liquidation or dissolution of the holder (or in any other case than by transfer) shall be entitled to the same dividends and other advantages to which she would be entitled if she were the registered holder of the Share, except that she shall not, before being registered as a Member in respect of the Share, be entitled in respect of it to exercise any right conferred by Membership in relation to meetings of the Company provided however that the Board may at any time give notice requiring any such person to elect either to be registered herself or to transfer the Share and if the notice is not complied with within ninety days the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the Share until the requirements of the notice have been complied with.

64. The Board may at any time give notice requiring a person entitled by transmission to a Share to elect either to be registered herself or to transfer the Share and if the notice is not complied with within 60 days the Board may withhold payment of all dividends and other monies payable in respect of the Share until the requirements of the notice have been complied with.

AMENDMENT OF MEMORANDUM OF ASSOCIATION; CHANGE OF LOCATION OF REGISTERED OFFICE; AND ALTERATION OF CAPITAL

65. The Company may by Ordinary Resolution:

65.1 divide its share capital into several classes and attach to them respectively any preferential, deferred, qualified or special rights, privileges or conditions;

65.2 increase the authorised share capital by such sum to be divided into Shares of such nominal value, as such Ordinary Resolution shall prescribe;

65.3 consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;

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65.4 by subdivision of its existing Shares or any of them divide the whole or any part of its share capital into Shares of smaller nominal value than is fixed by the Memorandum subject to section 68(1)(d) of the 1963 Act, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced Share shall be the same as it was in the case of the Share from which the reduced Share is derived;

65.5 cancel any Shares that at the date of the passing of the relevant Ordinary Resolution have not been taken or agreed to be taken by any person; and

65.6 subject to applicable law, change the currency denomination of its share capital.

66. Subject to the provisions of the Companies Acts, the Company may:

66.1 by Special Resolution change its name, alter or add to the Memorandum with respect to any objects, powers or other matters specified therein or alter or add to these Articles;

66.2 by Special Resolution reduce its issued share capital and any capital redemption reserve fund or any share premium account. In relation to such reductions, the Company may by Special Resolution determine the terms upon which the reduction is to be effected, including in the case of a reduction of part only of any class of Shares, those Shares to be affected; and

66.3 by resolution of the Directors change the location of its registered office.

67. Whenever as a result of an alteration or reorganisation of the share capital of the Company any Members would become entitled to fractions of a Share, the Directors may, on behalf of those Members, sell the Shares representing the fractions for the best price reasonably obtainable to any person and distribute the proceeds of sale in due proportion among those Members, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall her title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

CLOSING REGISTER OF MEMBERS OR FIXING RECORD DATE

68. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any dividend, or in order to make a determination of Members for any other proper purpose, the Board may provide, subject to the requirements of section 121 of the 1963 Act, that the Register of Members shall be closed for transfers at such times and for such periods, not exceeding in the whole 30 days in each year. If the Register of Members shall be so closed for the purpose of determining Members entitled to notice of or to vote at a meeting of Members such Register of Members shall be so closed for at least five (5) days immediately preceding such meeting and the record date for such determination shall be the date of the closure of the Register of Members.

69. In lieu of, or apart from, closing the Register of Members, the Board may fix in advance a date as the record date (a) for any such determination of Members entitled to notice of or to vote at a meeting of the Members, which record date shall not be more than ninety (90) days nor less than ten (10) days before the date of such meeting, and (b) for the purpose of determining the Members entitled to receive payment of any dividend, or in order to make a determination of Members for any other proper purpose, which record date shall not be more than ninety (90) days prior to the date of payment of such dividend or the taking of any action to which such determination of Members is relevant. The record date shall not precede the date upon which the resolution fixing the record date is adopted by the Directors.

70. If the Register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members or Members entitled to receive payment of a dividend, the date immediately preceding the date on which notice of the meeting is deemed given under

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these Articles or the date on which the resolution of the Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in these Articles, such determination shall apply to any adjournment thereof; provided, however, that the Directors may fix a new record date of the adjourned meeting, if they think fit.

GENERAL MEETINGS

71. The Board shall convene and the Company shall hold annual general meetings in accordance with the requirements of the Companies Acts.

72. The Board may, whenever it thinks fit, and shall, on the requisition in writing of Members holding such number of Shares as is prescribed by, and made in accordance with, section 132 of the 1963 Act, convene a general meeting in the manner required by the Companies Acts. All general meetings other than annual general meetings shall be called extraordinary general meetings.

73. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year, and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. Subject to section 140 of the 1963 Act, all general meetings may be held outside of Ireland.

74. Each general meeting shall be held at such time and place as specified in the notice of meeting.

75. The Board may, in its absolute discretion, authorise the Secretary to postpone any general meeting called in accordance with the provisions of these articles (other than a meeting requisitioned under Article 72 of these Articles or the postponement of which would be contrary to the Companies Acts, law or a court order pursuant to the Companies Acts) if the Board considers that, for any reason, it is impractical or unreasonable to hold the general meeting, provided that notice of postponement is given to each Member before the time for such meeting. Fresh notice of the date, time and place for the postponed meeting shall be given to each Member in accordance with the provisions of these articles.

NOTICE OF GENERAL MEETINGS

76. Subject to the provisions of the Companies Acts allowing a general meeting to be called by shorter notice, an annual general meeting, and an extraordinary general meeting called for the passing of a Special Resolution, shall be called by at least twenty-one (21) clear days notice and all other extraordinary general meetings shall be called by at least fourteen (14) clear days notice. Such notice shall state the date, time, place of the meeting and, in the case of an extraordinary general meeting, the general nature of the business to be considered. Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify such other details as are required by applicable law or the relevant code, rules and regulations applicable to the listing of the Shares on the Exchange.

77. A general meeting of the Company shall, whether or not the notice specified in this article has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if applicable law so permits and it is so agreed by the Auditors and by all the Members entitled to attend and vote thereat or by their proxies.

78. The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a Special Resolution shall specify the intention to propose the resolution as a Special Resolution. Notice of every general meeting shall be given in any manner permitted by these Articles to all Members other than such as, under the provisions hereof or the terms of issue of the Shares they hold, those who are not entitled to receive such notice from the Company.

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79. There shall appear with reasonable prominence in every notice of general meetings of the Company a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of her and that a proxy need not be a Member of the Company.

80. The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.

81. In cases where instruments of proxy are sent out with notices, the accidental omission to send such instrument of proxy to, or the non-receipt of such instrument of proxy by, any person entitled to receive notice shall not invalidate any resolution passed or any proceeding at any such meeting. A Member present, either in person or by proxy, at any general meeting of the Company or of the holders of any class of Shares in the Company, will be deemed to have received notice of that meeting and, where required, of the purpose for which it was called.

PROCEEDINGS AT GENERAL MEETINGS

82. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, the election of Directors, the re-appointment of the retiring Auditors and the fixing of the remuneration of the Auditors.

83. No business shall be transacted at any general meeting unless a quorum is present. One or more Members present in person or by proxy holding not less than a majority of the issued and outstanding ordinary shares of the Company entitled to vote at the meeting in question shall be a quorum.

84. If within one hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other time or such other place as the Board may determine and if at the adjourned meeting a quorum is not present within one hour from the time appointed for the meeting the Members present shall be a quorum.

85. If the Board wishes to make this facility available to Members for a specific or all general meetings of the Company, a Member may participate in any general meeting of the Company, by means of a telephone, video, electronic or similar communication equipment by way of which all persons participating in such meeting can communicate with each other simultaneously and instantaneously and such participation shall be deemed to constitute presence in person at the meeting.

86. Each Director and the Auditors shall be entitled to attend and speak at any general meeting of the Company.

87. The Chairman, if any, of the Board shall preside as Chairman at every general meeting of the Company, or if there is no such Chairman, or if she shall not be present within one hour after the time appointed for the holding of the meeting, or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting or if all of the Directors present decline to take the chair, then the Members present shall choose one of their own number to be Chairman of the meeting.

88. The Chairman may, with the consent of any general meeting duly constituted hereunder, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished, or which might have be transacted, at the meeting from which the adjournment took place. When a general meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting; save as

aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned general meeting.

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89.

89.1 Subject to the Companies Acts, a resolution may only be put to a vote at a general meeting of the Company or of any class of Members if:

(a) it is proposed by or at the direction of the Board; or

(b) it is proposed at the direction of the Court; or

(c) it is proposed on the requisition in writing of such number of Members as is prescribed by, and is made in accordance with, section 132 of the 1963 Act;

(d) it is proposed pursuant to, and in accordance with the procedures and requirements of, Articles 97 or 98; or

(e) the Chairman of the meeting in her absolute discretion decides that the resolution may properly be regarded as within the scope of the meeting.

89.2 No amendment may be made to a resolution, at or before the time when it is put to a vote, unless the Chairman of the meeting in her absolute discretion decides that the amendment or the amended resolution may properly be put to a vote at that meeting.

89.3 If the Chairman of the meeting rules a resolution or an amendment to a resolution admissible or out of order (as the case may be), the proceedings of the meeting or on the resolution in question shall not be invalidated by any error in her ruling. Any ruling by the Chairman of the meeting in relation to a resolution or an amendment to a resolution shall be final and conclusive.

90. Except where a greater majority is required by the Companies Acts or these Articles, any question proposed for a decision of the Members at any general meeting of the Company or a decision of any class of Members at a separate meeting of any class of Shares shall be decided by an Ordinary Resolution.

91. At any general meeting a resolution put to the vote of the meeting shall be decided on a poll. The Board or the Chairman may determine the manner in which the poll is to be taken and the manner in which the votes are to be counted.

92. A poll demanded on the election of the Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time, not being more than ten days from the date of the meeting or adjourned meeting at which the vote was taken, as the Chairman of the meeting directs, and any business other than that on which a poll has been demanded may be proceeded with pending the taking of the poll.

93. No notice need be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded. On a poll a Member entitled to more than one vote need not use all her votes or cast all the votes she uses in the same way.

94. If authorised by the Board, any vote taken by written ballot may be satisfied by a ballot submitted by electronic or telephonic transmission, provided that any such electronic or telephonic submission must either set forth or be submitted with information from which it can be determined that the electronic submission has been authorised by the Member or proxy.

95. The Board may, and at any general meeting, the chairman of such meeting may make such arrangement and impose any requirement or restriction it or she considers appropriate to ensure the security of a general meeting including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of personal property and the restriction of items that may be taken into the meeting place. The Board and, at any general meeting, the chairman of such meeting are entitled to refuse entry to a person who refuses to comply with such arrangements, requirements or restrictions.

96. Subject to section 141 of the 1963 Act, a resolution in writing signed by all of the Members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been

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passed at a general meeting of the Company duly convened and held, and may consist of several documents in like form each signed by one or more persons, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the 1963 Act. Any such resolution shall be served on the Company.

NOMINATIONS OF DIRECTORS

97. Nominations of persons for election to the Board (other than Directors to be nominated by any series of preferred shares, voting separately as a class) at a general meeting may only be made (a) pursuant to the Company s notice of meeting pursuant to Article 71 at the recommendation of the Board, (b) by or at the direction of the Board or any authorised committee thereof or (c) by any Member who (i) complies with the notice procedures set forth in Articles 98 or 99, as applicable, (ii) was a Member at the time such notice is delivered to the Secretary and on the record date for the determination of Members entitled to vote at such general meeting and (iii) is present at the relevant general meeting, either in person or by proxy, to present her nomination, provided, however, that Members shall only be entitled to nominate persons for election to the Board at annual general meetings or at general meetings called specifically for the purpose of electing Directors.

98. For nominations of persons for election to the Board (other than Directors to be nominated by any series of preferred shares, voting separately as a class) to be properly brought before an annual general meeting by a Member, such annual general meeting must have been called for the purpose of, among other things, electing directors and such Member must have given timely notice thereof in writing to the Secretary. To be timely, a Member s notice shall be delivered to the Secretary at the registered office of the Company, or such other address as the Secretary may designate, not less than 90 days nor more than 150 days prior to the first anniversary of the date the Company s proxy statement was first released to Members in connection with the prior year s annual general meeting; provided, however, that in the event the date of the annual general meeting is changed by more than 30 days from the first anniversary date of the prior year s annual general meeting, notice by the Member of Shares to be timely must be so delivered not earlier than the 150th day prior to such annual general meeting and not later than the later of the 90th day prior to such annual general meeting or the 10th day following the day on which public announcement of the date of such meeting is first made. Such Member s notice shall set forth (a) as to each person whom the Member proposes to nominate for election or re-election as a director, all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Exchange Act, or any successor provisions thereto, including such person s written consent to being named in the proxy statement as a nominee and to serving as a Director of the Company if elected and (b) as to the Member giving the notice (i) the name and address of such Member, as they appear on the Register of Members, (ii) the class and number of Shares that are owned beneficially and/or of record by such Member, (iii) a representation that the Member is a registered holder of Shares entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such nomination and (iv) a statement as to whether the Member intends or is part of a group that intends (x) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Company s outstanding share capital required to approve or elect the nominee and/or (y) otherwise to solicit proxies from Members in support of such nomination. The Board may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Company, including such evidence satisfactory to the Board that such nominee has no interests that would limit such nominee s ability to fulfil her duties as a Director.

99. For nominations of persons for election to the Board (other than directors to be nominated by any series of preferred shares, voting separately as a class) to be properly brought before a general meeting called for the purpose of the election of directors, other than an annual general meeting by a Member, such Member must have given timely notice thereof in writing to the Secretary. To be timely, a Member s notice shall be

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delivered to the Secretary at the registered office of the Company or such other address as the Secretary may designate, not earlier than the 150th day prior to such general meeting and not later of the 90th day prior to such general meeting or the 10th day following the day on which public announcement is first made of the date of the general meeting and of the nominees proposed by the Board to be elected at such meeting. Such Member s notice shall set forth the same information as is required by provisions (a) and (b) of Article 98.

100. Unless otherwise provided by the terms of any series of preferred shares or any agreement among Members or other agreement approved by the Board, only persons who are nominated in accordance with the procedures set forth in Articles 98 and 99 shall be eligible to serve as Directors of the Company. If the Chairman of a general meeting determines that a proposed nomination was not made in compliance with Articles 98 and 99, she shall declare to the meeting that nomination is defective and such defective nomination shall be disregarded. Notwithstanding the foregoing provisions of these Articles, if the Member (or a qualified representative of the Member) does not appear at the general meeting to present her nomination, such nomination shall be disregarded.

VOTES OF MEMBERS

101. Subject to any rights or restrictions for the time being attached to any class or classes of Shares, every Member of record present in person or by proxy shall have one vote for each Share registered in her name in the Register of Members.

102. In the case of joint holders of record the vote of the senior holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.

103. A Member of unsound mind, or in respect of whom an order has been made by any court, having jurisdiction in lunacy, may vote by her committee, receiver, curator bonis, or other person in the nature of a committee, receiver or curator bonis appointed by that court, and any such committee, receiver, curator bonis or other persons may vote by proxy.

104. No Member shall be entitled to vote at any general meeting unless she is registered as a Member on the record date for such meeting.

105. No objection shall be raised to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at such general meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the general meeting whose decision shall be final and conclusive.

106. Votes may be given either personally or by proxy. A Member may appoint more than one proxy or the same proxy under one or more instruments to attend and vote at a meeting and may appoint a proxy to vote both in favour of and against the same resolution in such proportion as specified in the instrument appointing the proxy.

PROXIES AND CORPORATE REPRESENTATIVES

107.

107.1 Every Member entitled to attend and vote at a general meeting may appoint a proxy to attend, speak and vote on her behalf and may appoint more than one proxy to attend, speak and vote a the same meeting. The appointment of a proxy or corporate representative shall be in such form and may be accepted by the Company at such place and at such time as the Board or the Secretary shall from time to time determine, subject to applicable requirements of the United States Securities and Exchange Commission and the Exchange on which the Shares are listed. No such instrument appointing a proxy or corporate representative shall be voted or acted upon after 2 years from its date.

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107.2 Without limiting the foregoing, the Directors may from time to time permit appointments of a proxy to be made by means of an electronic or internet communication or facility and may in a similar manner permit supplements to, or amendments or revocations of, any such electronic or internet communication or facility to be made. The Directors may in addition prescribe the method of determining the time at which any such electronic or internet communication or facility is to be treated as received by the Company. The Directors may treat any such electronic or internet communication or facility which purports to be or is expressed to be sent on behalf of a Member as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that Member.

108. Any body corporate which is a Member of the Company may authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which she represents as that body corporate could exercise if it were an individual Member of the Company. The Company may require evidence from the body corporate of the due authorisation of such person to act as the representative of the relevant body corporate.

109. An appointment of proxy relating to more than one meeting (including any adjournment thereof) having once been received by the Company for the purposes of any meeting shall not require to be delivered, deposited or received again by the Company for the purposes of any subsequent meeting to which it relates.

110. Receipt by the Company of an appointment of proxy in respect of a meeting shall not preclude a Member from attending and voting at the meeting or at any adjournment thereof which attendance and voting will automatically cancel any proxy previously submitted.

111. An appointment proxy shall be valid, unless the contrary is stated therein, as well for any adjournment of the meeting as for the meeting to which it relates.

112.

112.1 A vote given in accordance with the terms of an appointment of proxy or a resolution authorising a representative to act on behalf of a body corporate shall be valid notwithstanding the death or insanity of the principal, or the revocation of the appointment of proxy or of the authority under which the proxy was appointed or of the resolution authorising the representative to act or transfer of the Share in respect of which the proxy was appointed or the authorisation of the representative to act was given, provided that no intimation in writing (whether in electronic form or otherwise) of such death, insanity, revocation or transfer shall have been received by the Company at the Office, at least one hour before the commencement of the meeting or adjourned meeting at which the appointment of proxy is used or at which the representative acts; PROVIDED, HOWEVER, that where such intimation is given in electronic form it shall have been received by the Company at least 24 hours (or such lesser time as the Directors may specify) before the commencement of the meeting.

112.2 The Directors may send, at the expense of the Company, by post, electronic mail or otherwise, to the Members forms for the appointment of a proxy (with or without stamped envelopes for their return) for use at any general meeting or at any class meeting, either in blank or nominating any one or more of the Directors or any other persons in the alternative.

DIRECTORS

113. The Board may determine the size of the Board from time to time at its absolute discretion.

114.

The remuneration to be paid to the Directors shall be such remuneration as the Directors shall determine. The Directors shall also be entitled to be paid their travelling, hotel and other expenses properly incurred by them in going to, attending and returning from meetings of the Directors, or any committee of the

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Directors, or general meetings of the Company, or otherwise in connection with the business of the Company, or to receive a fixed allowance in respect thereof as may be determined by the Board from time to time, or a combination partly of one such method and partly the other.

115. The Board may approve additional remuneration to any Director undertaking any special work or services for, or undertaking any special mission on behalf of, the Company other than her ordinary routine work as a Director. Any fees paid to a Director who is also counsel or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to her remuneration as a Director.

DIRECTORS AND OFFICERS INTERESTS

116. A Director or an officer of the Company who is in any way, whether directly or indirectly, interested in a contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company shall, in accordance with section 194 of the 1963 Act, declare the nature of her interest at the first opportunity either (a) at a meeting of the Board at which the question of entering into the contract, transaction or arrangement is first taken into consideration, if the Director or officer of the Company knows this interest then exists, or in any other case, at the first meeting of the Board after learning that she is or has become so interested or (b) by providing a general notice to the Directors declaring that she is a director or an officer of, or has an interest in, a person and is to be regarded as interested in any transaction or arrangement made with that person, and after giving such general notice it shall not be necessary to give special notice relating to any particular transaction.

117. A Director may hold any other office or place of profit under the Company (other than the office of its Auditors) in conjunction with her office of Director for such period and on such terms as to remuneration and otherwise as the Board may determine.

118. A Director may act by herself or her firm in a professional capacity for the Company (other than as its Auditors) and she or her firm shall be entitled to remuneration for professional services as if she were not a Director.

119. A Director may be or become a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or Member of any other company or otherwise interested in any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by her as a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or Member of such other company; provided that she has declared the nature of her position with, or interest in, such company to the Board in accordance with Article 116.

120. No person shall be disqualified from the office of Director or from being an officer of the Company or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director or officer of the Company shall be in any way interested be or be liable to be avoided, nor shall any Director or officer of the Company so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or transaction by reason of such Director or officer of the Company holding office or of the fiduciary relation thereby established; provided that:

120.1 he has declared the nature of her interest in such contract or transaction to the Board in accordance with Article 116; and

120.2 the contract or transaction is approved by a majority of the disinterested Directors, notwithstanding the fact that the disinterested Directors may represent less than a quorum.

121.

A Director may be counted in determining the presence of a quorum at a meeting of the Board which authorises or approves the contract, transaction or arrangement in which she is interested and she shall be

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at liberty to vote in respect of any contract, transaction or arrangement in which she is interested, provided that the nature of the interest of any Director in any such contract or transaction shall be disclosed by her in accordance with Article 116, at or prior to its consideration and any vote thereon.

122. For the purposes of Article 116:-

122.1 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified;

122.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect her to have knowledge shall not be treated as an interest of her; and

122.3 a copy of every declaration made and notice given under Article 116 shall be entered within three days after the making or giving thereof in a book kept for this purpose. Such book shall be open for inspection without charge by any Director, Secretary, the Auditors or Member of the Company at the Registered Office and shall be produced at every general meeting of the Company and at any meeting of the Directors if any Director so requests in sufficient time to enable the book to be available at the meeting.

POWERS AND DUTIES OF DIRECTORS

123. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Companies Acts or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these Articles and to the provisions of the Companies Acts. No resolution made by the Company in general meeting shall invalidate any prior act of the Directors that would have been valid if that resolution had not been made.

124. The Board shall have the power to appoint and remove executives in such terms as the Board sees fit and to give such titles and responsibilities to those executives as it sees fit.

125. The Company may exercise the powers conferred by Section 41 of the 1963 Act with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

126. Subject as otherwise provided with these Articles, the Directors may exercise the voting powers conferred by shares of any other company held or owned by the Company in such manner in all respects as they think fit and in particular they may exercise their voting powers in favour of any resolution appointing the Directors or any of them as directors or officers of such other company or providing for the payment of remuneration or pensions to the directors or officers of such other company.

127. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.

128. The Directors may from time to time authorise such person or persons as they see fit to perform all acts, including without prejudice to the foregoing, to effect a transfer of any shares, bonds, or other evidences of indebtedness or obligations, subscription rights, warrants, and other securities in another body corporate in which the Company holds an interest and to issue the necessary powers of attorney for

the same; and each such person is authorised on behalf of the Company to vote such securities, to appoint proxies with respect thereto, and to execute consents, waivers and releases with respect thereto, or to cause any such action to be taken.

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129. The Board may exercise all powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock, mortgages, bonds or such other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

130. The Directors may procure the establishment and maintenance of or participate in, or contribute to any non-contributory or contributory pension or superannuation fund, scheme or arrangement or life assurance scheme or arrangement for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to any persons (including Directors or other officers) who are or shall have been at any time in the employment or service of the Company or of any company which is or was a subsidiary of the Company or of the predecessor in business of the Company or any such subsidiary or holding Company and the wives, widows, families, relatives or dependants of any such persons. The Directors may also procure the establishment and subsidy of or subscription to and support of any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well being of the Company or of any such other company as aforesaid or its Members, and payments for or towards the issuance of any such persons as aforesaid and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object. Provided that any Director shall be entitled to retain any benefit received by her under this article, subject only, where the Companies Acts require, to disclosure to the Members and the approval of the Company in general meeting.

131. The Board may from time to time provide for the management of the affairs of the Company in such manner as it shall think fit and the specific delegation provisions contained in the articles shall not limit the general powers conferred by these articles.

MINUTES

132. The Board shall cause minutes to be made in books kept for the purpose of all appointments of officers made by the Board, all resolutions and proceedings at meetings of the Company or the holders of any class of Shares, of the Directors and of committees of Directors, including the names of the Directors present at each meeting.

DELEGATION OF THE BOARD S POWERS

133. The Board may delegate any of its powers (with power to sub-delegate) to any committee consisting of one or more Directors. The Board may also delegate to any Director such of its powers as it considers desirable to be exercised by her. Any such delegation may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee of the Board shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

134. The Board may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Board may determine, provided that the delegation is not to the exclusion of its own powers and may be revoked by the Board at any time.

135. The Board may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Board, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Board may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in her.

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EXECUTIVE OFFICERS

136. The Company shall have a chairman, who shall be a Director and shall be elected by the Board. In addition to the chairman, the Directors and the Secretary, the Company may have such officers as the Board may from time to time determine.

PROCEEDINGS OF DIRECTORS

137. Except as otherwise provided by these Articles, the Directors shall meet together for the despatch of business, convening, adjourning and otherwise regulating their meetings and procedures as they think fit. Questions arising at any meeting shall be decided by a majority of votes of the Directors present at a meeting at which there is a quorum. Each Director shall have one vote.

138. Regular meetings of the Board may be held at such times and places as may be provided for in resolutions adopted by the Board. No additional notice of a regularly scheduled meeting of the Board shall be required.

139. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors by at least 24 hours notice in writing to every Director which notice shall set forth the general nature of the business to be considered unless notice is waived by all the Directors either at, before or after the meeting is held and provided further if notice is given in person, by telephone, cable, telex, telecopy or email the same shall be deemed to have been given on the day it is delivered to the Directors or transmitting organisation as the case may be. The accidental omission to give notice of a meeting of the Directors to, or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.

140. The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed shall be a majority of the Directors in office.

141. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose.

142. The Directors may elect a Chairman of their Board and determine the period for which she is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present within five (5) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be a Chairman of the meeting.

143. All acts done by any meeting of the Directors or of a committee of Directors shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and qualified to be a Director.

144. Members of the Board or of any committee thereof may participate in a meeting of the Board or of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting. Unless otherwise determined by the Directors the meeting shall be deemed to be held at the place where the Chairman is at the start of the meeting.

145. A resolution in writing (in one or more counterparts), signed by all the Directors for the time being or all the members of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors or committee as the case may be duly convened and held.

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RESIGNATION AND DISQUALIFICATION OF DIRECTORS

146. The office of a Director shall be vacated:

146.1 if she resigns her office, on the date on which notice of her resignation is delivered to the Registered Office or tendered at a meeting of the Board or on such later date as may be specified in such notice; or

146.2 on her being prohibited by law from being a Director; or

146.3 on her ceasing to be a Director by virtue of any provision of the Companies Acts.

147. The Company may, by Ordinary Resolution, of which extended notice has been given in accordance with section 142 of the 1963 Act, remove any Director before the expiration of her period of office notwithstanding anything in these articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between her and the Company.

APPOINTMENT OF DIRECTORS

148. The Directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of Directors constituting the entire Board. The initial division of the Board into classes shall be made by the decision of the affirmative vote of a majority of the Directors in office. The term of the initial Class I directors shall terminate on the date of the 2012 annual general meeting; the term of the initial Class II directors shall terminate on the date of the 2013 annual general meeting; and the term of the initial Class III directors shall terminate on the date of the 2014 annual general meeting. At each annual general meeting of Members beginning in 2012, successors to the class of directors whose term expires at that annual general meeting shall be elected for a three-year term. Save as otherwise permitted in these Articles, Directors will be elected by way of Ordinary Resolution of the Company in general meeting. If the number of Directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of Directors in each class as nearly equal as possible or as the Chairman of the Board may otherwise direct. In no case will a decrease in the number of Directors shorten the term of any incumbent Director. A Director shall hold office until the annual general meeting for the year in which her or his term expires and until her or his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Any vacancy on the Board, including a vacancy that results from an increase in the number of directors or from the death, resignation, retirement, disqualification or removal of a Director, shall be deemed a casual vacancy. Subject to the terms of any one or more classes or series of preferred shares, any casual vacancy shall only be filled by decision of a majority of the Board then in office, provided that a quorum is present. Any Director of any class elected to fill a vacancy resulting from an increase in the number of Directors of such class shall hold office for a term that shall coincide with the remaining term of that class. Any Director elected to fill a vacancy not resulting from an increase in the number of Directors shall have the same remaining term as that of her or his predecessor. A Director retiring at a meeting shall retain office until the close or adjournment of the meeting.

149. During any vacancy in the Board, the remaining Directors shall have full power to act as the Board. If, at any general meeting of the Company, the number of Directors is reduced below the minimum prescribed by the Board in accordance with Article 113 due to the failure of any persons nominated to be Directors to be elected, then in those circumstances, the nominee or nominees who receive the highest number of votes in favour of election shall be elected in order to maintain the prescribed minimum number of Directors and each such Director shall remain a Director (subject to the provisions of the Companies Acts and these articles) only until the conclusion of the next annual general meeting of the Company unless such Director is elected by the Members during such meeting.

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150. The Company may by Ordinary Resolution appoint any person to be a Director.

151. Alternate Directors:

151.1 Any Director may appoint by writing under her hand any person (including another Director) to be her alternate provided always that no such appointment of a person other than a Director as an alternate shall be operative unless and until such appointment shall have been approved by resolution of the Directors.

151.2 An alternate Director shall be entitled, subject to her giving to the Company an address, to receive notices of all meetings of the Directors and of all meetings of committees of Directors of which her appointor is a member, to attend and vote at any such meeting at which the Director appointing her is not personally present and in the absence of her appointor to exercise all the powers, rights, duties and authorities of her appointor as a Director (other than the right to appoint an alternate hereunder).

151.3 Save as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for her own acts and defaults and she shall not be deemed to be the agent of the Director appointing her. The remuneration of any such alternate Director shall be payable out of the remuneration paid to the Director appointing her and shall consist of such portion of the last mentioned remuneration as shall be agreed between the alternate and the Director appointing her.

151.4 A Director may revoke at any time the appointment of any alternate appointed by her. If a Director shall die or cease to hold the office of Director the appointment of her alternate shall thereupon cease and determine but if a Director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which she retires, any appointment of an alternate Director made by her which was in force immediately prior to her retirement shall continue after her re-appointment.

151.5 Any appointment or revocation pursuant to this Article 151 may be sent by delivery, post, cable, telegram, telex, telefax, electronic mail or any other means of communication approved by the Directors and may bear a printed or facsimile signature of the Director making such appointment or revocation or in any other manner approved by the Directors.

SECRETARY

152. The Secretary shall be appointed by the Board at such remuneration (if any) and on such terms as it may think fit and any Secretary so appointed may be removed by the Board.

153. The duties of the Secretary shall be those prescribed by the Companies Acts, together with such other duties as shall from time to time be prescribed by the Board, and in any case, shall include the making and keeping of records of the votes, doings and proceedings of all meetings of the Members and the Board of the Company, and committees, and the authentication of records of the Company.

154. A provision of the Companies Acts or these articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.

SEAL

155.

The Company may, if the Board so determines, have a Seal (including any official seals kept pursuant to the Companies Acts) which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that regard and every instrument to which the Seal has been affixed shall be signed by any person who shall be either a Director or the Secretary or Assistant Secretary or some other person authorised by the Board, either generally or specifically, for the purpose.

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156. The Company may have for use in any place or places outside Ireland, a duplicate Seal or Seals each of which shall be a duplicate of the Seal of the Company except, in the case of a Seal for use in sealing documents creating or evidencing securities issued by the Company, for the addition on its face of the word Securities and if the Board so determines, with the addition on its face of the name of every place where it is to be used.

DIVIDENDS, DISTRIBUTIONS AND RESERVES

157. The Company in general meeting may declare dividends, but no dividends shall exceed the amount recommended by the Directors.

158. Subject to the Companies Acts, the Board may from time to time declare dividends (including interim dividends) and distributions on Shares of the Company outstanding and authorise payment of the same out of the funds of the Company lawfully available therefore and in any currency chosen at its discretion.

159. The Board may, before declaring any dividends or distributions, set aside such sums as they think proper as a reserve or reserves which shall at the discretion of the Directors, be applicable for any purpose of the Company and pending such application may, at the like discretion, be employed in the business of the Company. The Directors may also, without placing the same to reserve, carry forward any profits which they may think it prudent not to divide.

160. No dividend, interim dividend or distribution shall be paid otherwise than in accordance with the provisions of Part IV of the 1983 Act.

161. Subject to the rights of persons, if any, entitled to Shares with special rights as to dividends or distributions, if dividends or distributions are to be declared on a class of Shares they shall be declared and paid according to the amounts paid or credited as paid on the Shares of such class outstanding on the record date for such dividend or distribution as determined in accordance with these Articles.

162. The Directors may deduct from any dividend payable to any Member all sums of money (if any) immediately payable by her to the Company in relation to the Shares of the Company.

163. The Board or any general meeting declaring a dividend (upon the recommendation of the Board), may direct that any dividend or distribution be paid wholly or partly by the distribution of specific assets and in particular of paid up Shares, debentures, or debenture stock of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Board may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees as may seem expedient to the Board.

164. Any dividend, distribution, interest or other monies payable in cash in respect of Shares may be paid by cheque or warrant sent through the post, or sent by any electronic or other means of payment, directed to the registered address of the holder or, in the case of joint holders, to the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant, electronic or other payment shall be made payable to the order of the person to whom it is sent and payment of the cheque or warrant shall be a good discharge to the Company. Any one of two or more joint holders may give effectual receipts for any dividends, bonuses, or other monies payable in respect of the Share held by them as joint holders. Any such dividend or other distribution may also be paid by any other method (including payment in a currency other than US$, electronic funds transfer, direct debit, bank transfer or by means of a relevant system) which the Directors consider appropriate and any Member who elects for such method of payment shall be deemed to have accepted all of the risks inherent therein. The debiting of the Company s account in respect of the relevant amount shall be evidence of good discharge of the Company s obligations in respect of any payment made by any such methods.

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165. No dividend or distribution shall bear interest against the Company.

166. If the Directors so resolve, any dividend which has remained unclaimed for six years from the date of its declaration shall be forfeited and cease to remain owing by the Company. The payment by the Directors of any unclaimed dividend or other monies payable in respect of a Share into a separate account shall not constitute the Company a trustee in respect thereof.

CAPITALISATION

167. Without prejudice to any powers conferred on the Directors as aforesaid, and subject to the Directors authority to issue and allot Shares under Articles 6 and 7, the Directors may:

167.1 resolve to capitalise an amount standing to the credit of reserves (including a share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution;

167.2 appropriate the sum resolved to be capitalised to the Members in proportion to the nominal amount of Shares held by them respectively and apply that sum on their behalf in or towards paying up in full unissued Shares or debentures of a nominal amount equal to that sum, and allot the Shares or debentures, credited as fully paid, to the Members (or as the Board of may direct) in those proportions, or partly in one way and partly in the other, but the share premium account, the capital redemption reserve and profits that are not available for distribution may, for the purposes of this Article 167, only be applied in paying up unissued Shares to be allotted to Members credited as fully paid;

167.3 make any arrangements it thinks fit to resolve a difficulty arising in the distribution of a capitalised reserve and in particular, without limitation, where Shares or debentures become distributable in fractions the Board may deal with the fractions as it thinks fit;

167.4 authorise a person to enter (on behalf of all the Members concerned) into an agreement with the Company providing for the allotment to the Members respectively, credited as fully paid, of Shares or debentures to which they may be entitled on the capitalisation and any such agreement made under this authority being effective and binding on all those Members; and

167.5 generally do all acts and things required to give effect to the resolution.

ACCOUNTS

168. The Directors shall cause to be kept proper books of account, whether in the form of documents, electronic form or otherwise, that:

168.1 correctly record and explain the transactions of the Company;

168.2 will at any time enable the financial position of the Company to be determined with reasonable accuracy;

168.3 will enable the Directors to ensure that any balance sheet, profit and loss account or income and expenditure account of the Company complies with the requirements of the Companies Acts;

168.4 will record all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company; and

168.5 will enable the accounts of the Company to be readily and properly audited.

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169. Books of account shall be kept on a continuous and consistent basis and entries therein shall be made in a timely manner and be consistent from year to year. The Company may send by post, electronic mail or any other means of electronic communication a summary financial statement to its Members or persons nominated by any Member. The Company may meet, but shall be under no obligation to meet, any request from any of its Members to be sent additional copies of its full report and accounts or summary financial statement or other communications with its Members.

170. The books of account shall be kept at the registered office of the Company or, subject to the provisions of the Companies Acts, at such other place as the Directors think fit and shall be open at all reasonable times to the inspection of the Directors.

171. Proper books shall not be deemed to be kept as required by Articles 168 to 170, if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company s affairs and to explain its transactions.

172. In accordance with the provisions of the Companies Acts, the Board may from time to time cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.

173. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Company together with a copy of the Directors report and Auditors report shall be sent by post, electronic mail or any other means of communication (electronic or otherwise), not less than twenty-one clear days before the date of the annual general meeting, to every person entitled under the provisions of the Companies Acts to receive them; provided that in the case of those documents sent by electronic mail or any other means of electronic communication, such documents shall be sent with the consent of the recipient, to the Address of the recipient notified to the Company by the recipient for such purposes.

AUDIT

174. Auditors shall be appointed and their duties regulated in accordance with Sections 160 to 163 of the 1963 Act or any statutory amendment thereof, any other applicable law and such requirements not inconsistent with the Companies Acts as the Board may from time to time determine.

NOTICES

175. Any notice to be given, served, sent or delivered pursuant to these articles shall be in writing (whether in electronic form or otherwise).

175.1 A notice or document to be given, served, sent or delivered in pursuance of these articles may be given to, served on or delivered to any Member by the Company:

(a) by handing same to her or her authorised agent;

(b) by leaving the same at her registered address;

(c) by sending the same by the post in a pre-paid cover addressed to her at her registered address; or

(d) by sending, with the consent of the Member to the extent required by law, the same by means of electronic mail or other means of electronic communication approved by the Directors, to the Address of the Member notified to the Company by the Member for such purpose (or if not so notified, then to the Address of the Member last known to the Company).

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175.2 For the purposes of these Articles and the Companies Act, a document shall be deemed to have been sent to a Member if a notice is given, served, sent or delivered to the Member and the notice specifies the website or hotlink or other electronic link at or through which the Member may obtain a copy of the relevant document.

175.3 Where a notice or document is given, served or delivered pursuant to sub-paragraph 175.1(a) or 175.1(b) of this article, the giving, service or delivery thereof shall be deemed to have been effected at the time the same was handed to the Member or her authorised agent, or left at her registered address (as the case may be).

175.4 Where a notice or document is given, served or delivered pursuant to sub-paragraph 175.1(c) of this article, the giving, service or delivery thereof shall be deemed to have been effected at the expiration of twenty-four hours after the cover containing it was posted. In proving service or delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

175.5 Where a notice or document is given, served or delivered pursuant to sub-paragraph 175.1(d) of this article, the giving, service or delivery thereof shall be deemed to have been effected at the expiration of 48 hours after despatch.

175.6 Every legal personal representative, committee, receiver, curator bonis or other legal curator, assignee in bankruptcy, examiner or liquidator of a Member shall be bound by a notice given as aforesaid if sent to the last registered address of such Member, or, in the event of notice given or delivered pursuant to sub-paragraph 175.1(d), if sent to the address notified by the Company by the Member for such purpose notwithstanding that the Company may have notice of the death, lunacy, bankruptcy, liquidation or disability of such Member.

175.7 Notwithstanding anything contained in this Article, the Company shall not be obliged to take account of or make any investigations as to the existence of any suspension or curtailment of postal services within or in relation to all or any part of any jurisdiction.

175.8 Any requirement in these Articles for the consent of a Member in regard to the receipt by such Member of electronic mail or other means of electronic communications approved by the Directors, including the receipt of the Company s audited accounts and the directors and auditor s reports thereon, shall be deemed to have been satisfied where the Company has written to the Member informing him/her of its intention to use electronic communications for such purposes and the Member has not, within four weeks of the issue of such notice, served an objection in writing on the Company to such proposal. Where a Member has given, or is deemed to have given, her/her consent to the receipt by such Member of electronic mail or other means of electronic communications approved by the Directors, she/he may revoke such consent at any time by requesting the Company to communicate with her/him in documented form; provided, however, that such revocation shall not take effect until five days after written notice of the revocation is received by the Company.

175.9 Without prejudice to the provisions of sub-paragraphs 175.1(a) and 175.1(b) of this article, if at any time by reason of the suspension or curtailment of postal services in any territory, the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a public announcement (as defined below) and such notice shall be deemed to have been duly served on all Members entitled thereto at noon (New York time) on the day on which the said public announcement is made. In any such case the Company shall put a full copy of the notice of the general meeting on its website. A public announcement shall mean disclosure in a press release reported by a financial news service or in a document publicly filed by the Company with the U.S. Securities and Exchange Commission pursuant to Sections13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

176. Notice may be given by the Company to the joint Members of a Share by giving the notice to the joint Member whose name stands first in the Register in respect of the Share and notice so given shall be sufficient notice to all the joint Holders.

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177.

177.1 Every person who becomes entitled to a Share shall before her name is entered in the Register in respect of the Share, be bound by any notice in respect of that Share which has been duly given to a person from whom she derives her title.

177.2 A notice may be given by the Company to the persons entitled to a Share in consequence of the death or bankruptcy of a Member by sending or delivering it, in any manner authorised by these articles for the giving of notice to a Member, addressed to them at the address, if any, supplied by them for that purpose. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

178. The signature (whether electronic signature, an advanced electronic signature or otherwise) to any notice to be given by the Company may be written (in electronic form or otherwise) or printed.

179. A Member present, either in person or by proxy, at any meeting of the Company or the Holders of any class of Shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

UNTRACED HOLDERS

180.

180.1 The Company shall be entitled to sell at the best price reasonably obtainable any Share or stock of a Member or any Share or stock to which a person is entitled by transmission if and provided that:

(a) for a period of six years (not less than three dividends having been declared and paid) no cheque or warrant sent by the Company through the post in a prepaid letter addressed to the Member or to the person entitled by transmission to the Share or stock at her address on the Register or other the last known address given by the Member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the Member or the person entitled by transmission; and

(b) at the expiration of the said period of six years the Company has given notice by advertisement in a leading Dublin newspaper and a newspaper circulating in the area in which the address referred to in paragraph (a) of this article is located of its intention to sell such Share or stock; and

(c) the Company has not during the further period of three months after the date of the advertisement and prior to the exercise of the power of sale received any communication from the Member or person entitled by transmission.

180.2 To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of such Share or stock and such instrument of transfer shall be as effective as if it had been executed by the Member or person entitled by transmission to such Share or stock. The Company shall account to the Member or other person entitled to such Share or stock for the net proceeds of such sale by carrying all monies in respect thereof to a separate account which shall be a permanent debt of the Company and the Company shall be deemed to be a debtor and not a trustee in respect thereof for such Member or other person. Monies carried to such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the Directors may from time to time think fit.

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DESTRUCTION OF DOCUMENTS

181. The Company may destroy:

181.1 any dividend mandate or any variation or cancellation thereof or any notification of change of name or address, at any time after the expiry of two years from the date such mandate variation, cancellation or notification was recorded by the Company;

181.2 any instrument of transfer of Shares which has been registered, at any time after the expiry of six years from the date of registration; and

181.3 any other document on the basis of which any entry in the Register was made, at any time after the expiry of six years from the date an entry in the Register was first made in respect of it;

181.4 and it shall be presumed conclusively in favour of the Company that every share certificate (if any) so destroyed was a valid certificate duly and properly sealed and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company provided always that:

(a) the foregoing provisions of this article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;

(b) nothing contained in this article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (a) above are not fulfilled; and

(c) references in this article to the destruction of any document include references to its disposal in any manner.

WINDING UP

182. If the Company shall be wound up and the assets available for distribution among the Members as such shall be insufficient to repay the whole of the paid up or credited as paid up share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the capital paid up or credited as paid up at the commencement of the winding up on the Shares held by them respectively. And if in a winding up the assets available for distribution among the Members shall be more than sufficient to repay the whole of the share capital paid up or credited as paid up at the commencement of the winding up, the excess shall be distributed among the Members in proportion to the capital at the commencement of the winding up paid up or credited as paid up on the said Shares held by them respectively. Provided that this article shall not affect the rights of the Members holding Shares issued upon special terms and conditions.

182.1 In case of a sale by the liquidator under Section 260 of the 1963 Act, the liquidator may by the contract of sale agree so as to bind all the Members for the allotment to the Members directly of the proceeds of sale in proportion to their respective interests in the Company and may further by the contract limit a time at the expiration of which obligations or Shares not accepted or required to be sold shall be deemed to have been irrevocably refused and be at the disposal of the Company, but so that nothing herein contained shall be taken to diminish, prejudice or affect the rights of dissenting Members conferred by the said Section.

182.2 The power of sale of the liquidator shall include a power to sell wholly or partially for debentures, debenture stock, or other obligations of another company, either then already constituted or about to be constituted for the purpose of carrying out the sale.

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183. If the Company is wound up, the liquidator, with the sanction of a Special Resolution and any other sanction required by the Companies Acts, may divide among the Members *in specie* or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not), and, for such purpose, may value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator, with the like sanction, may vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as, with the like sanction, she determines, but so that no Member shall be compelled to accept any assets upon which there is a liability.

INDEMNITY

184.

184.1 Subject to the provisions of and so far as may be admitted by the Companies Acts, every Director and Secretary shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of her duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgement is given in her favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on her part) or in which she is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

184.2 As far as permissible under the Companies Acts, the Company shall indemnify any current or former executive of the Company (excluding any Directors or Secretary) or any person who is serving or has served at the request of the Company as a director, executive or trustee of another company, joint venture, trust or other enterprise against expenses, including attorneys fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Company, to which she or he was, is, or is threatened to be made a party by reason of the fact that she or he is or was such a director, executive or trustee, provided always that the indemnity contained in this Article 184.2 shall not extend to any matter which would render it void pursuant to the Companies Acts.

184.3 In the case of any threatened, pending or completed action, suit or proceeding by or in the right of the Company, the Company shall indemnify each person indicated in Article 184.2 of this article against expenses, including attorneys fees, actually and reasonably incurred in connection with the defence or the settlement thereof, except no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for fraud or dishonesty in the performance of her or her duty to the Company unless and only to the extent that the Court or the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

184.4 As far as permissible under the Companies Acts, expenses, including attorneys fees, incurred in defending any action, suit or proceeding referred to in Articles 184.2 and 184.3 of this article may be paid by the Company in advance of the final disposition of such action, suit or proceeding as authorised by the Board in the specific case upon receipt of an undertaking by or on behalf of the director, executive or trustee, or other indemnitee to repay such amount, unless it shall ultimately be determined that she or he is entitled to be indemnified by the Company as authorised by these articles.

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184.5 It being the policy of the Company that indemnification of the persons specified in this article shall be made to the fullest extent permitted by law, the indemnification provided by this Article shall not be deemed exclusive (a) of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Memorandum, Articles, any agreement, any insurance purchased by the Company, any vote of Members or disinterested directors, or pursuant to the direction (however embodied) of any court of competent jurisdiction, or otherwise, both as to action in her or his official capacity and as to action in another capacity while holding such office, or (b) of the power of the Company to indemnify any person who is or was an employee or agent of the Company or of another company, joint venture, trust or other enterprise which she or he is serving or has served at the request of the Company, to the same extent and in the same situations and subject to the same determinations as are hereinabove set forth with respect to a director, executive or trustee. As used in this paragraph (e), references to the Company include all constituent companies in a consolidation or merger in which the Company or a predecessor to the Company by consolidation or merger was involved. The indemnification provided by this article shall continue as to a person who has ceased to be a director, executive or trustee and shall inure to the benefit of the heirs, executors, and administrators of such a person.

184.6 The Directors shall have power to purchase and maintain for any Director, the Secretary or other officers or employees of the Company insurance against any such liability as referred to in Section 200 of the 1963 Act.

184.7 The Company may additionally indemnify any employee or agent of the Company or any director, executive, employee or agent of any of its subsidiaries to the fullest extent permitted by law.

FINANCIAL YEAR

185. The financial year of the Company shall be as prescribed by the Board from time to time.

SHAREHOLDER RIGHTS PLAN

186. The Board is hereby expressly authorised to adopt any shareholder rights plan, upon such terms and conditions as the Board deems expedient and in the best interests of the Company, subject to applicable law.

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Annex D

FIFTH AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

JAZZ PHARMACEUTICALS, INC.

I.

The name of this corporation is Jazz Pharmaceuticals, Inc.

II.

The address of the registered office of the corporation in the State of Delaware is 615 South Dupont Highway, City of Dover, County of Kent. The name of the registered agent of the corporation in the State of Delaware at such address is National Corporate Research Ltd..

III.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law (DGCL).

IV.

This corporation is authorized to issue only one class of stock, to be designated Common Stock. The total number of shares of Common Stock which the corporation is presently authorized to issue is One Thousand (1,000) shares, each having a par value of one hundredth of one cent ($0.0001).

V.

A. The management of the business and the conduct of the affairs of the corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by the Board of Directors in the manner provided in the Bylaws.

B. Election of Directors

1. Directors shall be elected at each annual meeting of stockholders to hold office until the next annual meeting. Each director shall hold office either until the expiration of the term for which elected or appointed and until a successor has been elected and qualified, or until such director s death, resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

2. No person entitled to vote at an election for directors may cumulate votes to which such person is entitled, unless, at the time of such election, the corporation is subject to Section 2115(b) of the California General Corporation Law (CGCL). During such time or times that the corporation is subject to Section 2115(b) of the CGCL, every stockholder entitled to vote at an election for directors may cumulate such stockholder s votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which such stockholder s shares are otherwise entitled, or distribute the stockholder s votes on the same principle among as many candidates as such stockholder thinks fit. No stockholder, however, shall be entitled to so cumulate such stockholder s votes unless (a) the names of such candidate or candidates have been placed in nomination prior to the voting and (b) the stockholder has given notice at the meeting, prior to the

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voting, of such stockholder s intention to cumulate such stockholder s votes. If any stockholder has given proper notice to cumulate votes, all stockholders may cumulate their votes for any candidates who have been properly placed in nomination. Under cumulative voting, the candidates receiving the highest number of votes, up to the number of directors to be elected, are elected.

C. Removal

1. During such time or times that the corporation is subject to Section 2115(b) of the CGCL, the Board of Directors or any individual director may be removed from office at any time without cause by the affirmative vote of the holders of at least a majority of the outstanding shares entitled to vote on such removal; provided, however, that unless the entire Board is removed, no individual director may be removed when the votes cast against such director s removal, or not consenting in writing to such removal, would be sufficient to elect that director if voted cumulatively at an election which the same total number of votes were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of directors authorized at the time of such director s most recent election were then being elected.

2. At any time or times that the corporation is not subject to Section 2115(b) of the CGCL and subject to any limitations imposed by law, Section C.1 above shall not apply and the Board of Directors or any director may be removed from office at any time (a) with cause by the affirmative vote of the holders of a majority of the voting power of all then-outstanding shares of capital stock of the corporation entitled to vote at an election of directors or (b) without cause by the affirmative vote of the holders of a majority of the voting power of all then-outstanding shares of capital stock of the corporation, entitled to vote generally at an election of directors.

D. The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the corporation. The stockholders shall also have power to adopt, amend or repeal the Bylaws of the corporation; provided, however, that, in addition to any vote of the holders of any class or series of stock of the corporation required by law or by this Fifth Amended and Restated Certificate of Incorporation, the affirmative vote of the holders of at least a majority of the voting power of all of the then-outstanding shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws of the corporation.

VI.

A. The liability of the directors for monetary damages shall be eliminated to the fullest extent under applicable law. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

B. This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the CGCL) for breach of duty to the corporation and its stockholders through bylaw provisions or through agreements with the agents, or through stockholder resolutions, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the CGCL, subject, at any time or times that the corporation is subject to Section 2115(b) of the CGCL, to the limits on such excess indemnification set forth in Section 204 of the CGCL.

C. Any repeal or modification of this Article VI shall be prospective and shall not affect the rights under this Article VI in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

VII.

The corporation reserves the right to amend, alter, change or repeal any provision contained in this Fifth Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the stockholders herein are granted subject to this reservation.

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Annex E

Execution Copy

FORM OF VOTING AGREEMENT

THIS VOTING AGREEMENT (Voting Agreement) is entered into as of September 19, 2011, by and among **AZUR PHARMA LIMITED**, a private limited company incorporated in Ireland (Azur), **JAZZ PHARMACEUTICALS, INC.**, a Delaware corporation (the Company) and (Stockholder).

RECITALS

A. Stockholder is a holder of record and the beneficial owner (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the Exchange Act)) of certain shares of common stock of the Company.

B. Azur, Jaguar Merger Sub Inc., a Delaware corporation (Merger Sub), the Company and Seamus Mulligan solely in his capacity as the Indemnitors Representative are entering into an Agreement and Plan of Merger and Reorganization of even date herewith (the Merger Agreement), which provides (subject to the conditions set forth therein), among other of things, for the merger of Merger Sub into the Company (the Merger).

C. In the Merger, each outstanding share of common stock of the Company (Company Common Stock) is to be converted into the right to receive shares of ordinary shares of Azur.

D. Stockholder is entering into this Voting Agreement in order to induce Azur to enter into the Merger Agreement and cause the Merger to be consummated.

AGREEMENT

The parties to this Voting Agreement, intending to be legally bound, agree as follows:

SECTION 1. CERTAIN DEFINITIONS

For purposes of this Voting Agreement:

(a) Expiration Date shall mean the earliest of: (i) the date on which the Merger Agreement is terminated pursuant to Article X thereof; (ii) immediately following the adjournment of the meeting of the stockholders of the Company at which the Merger Agreement is adopted and approved by the stockholders of the Company; or (iii) such date and time as any amendment or change to the Merger Agreement is effected without the Stockholder s consent that materially and adversely affects the Stockholder.

(b) Other Voting Agreements shall mean each of the Voting Agreements entered into by certain stockholders of the Company in favor of Azur in connection with the Merger Agreement and substantially in the form of this Voting Agreement.

(c) Stockholder shall be deemed to Own or to have acquired Ownership of a security if Stockholder: (i) is the record owner of such security; or (ii) is the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of such security.

(d) Person shall mean any individual, private or public company, corporation (including not-for-profit), general or limited partnership, unlimited or limited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature, including a government or political subdivision or an agency or instrumentality thereof.

(e) Subject Securities shall mean: (i) all securities of the Company (including all shares of Company Common Stock and all options, restricted stock units, warrants and other rights to acquire shares of Company Common Stock) Owned by Stockholder as of the date of this Voting Agreement; and (ii) all

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additional securities of the Company (including all additional shares of Company Common Stock and all additional options, restricted stock units, warrants and other rights to acquire shares of Company Common Stock) of which Stockholder acquires Ownership during the Voting Period (whether such acquisition is a result of purchases or other transfers of Company Common Stock to Stockholder or by virtue of a stock dividend, stock split, recapitalization, reclassification, subdivision, combination or exchange of shares).

(f) A Person shall be deemed to have effected a Transfer of a security if such Person directly or indirectly: (i) sells, pledges, encumbers, grants an option with respect to, transfers or disposes of such security or any interest in such security to any Person other than Azur; (ii) enters into an agreement or commitment contemplating the possible sale of, pledge of, encumbrance of, grant of an option with respect to, transfer of or disposition of such security or any interest therein to any Person other than Azur; or (iii) reduces such Person s beneficial ownership of, interest in or risk relating to such security.

(g) Voting Period shall mean the period commencing on the date of this Voting Agreement and ending on the Expiration Date.

SECTION 2. Transfer of Subject Securities and Voting Rights

2.1 Restriction on Transfer of Subject Securities. Subject to Section 2.3, during the Voting Period, Stockholder shall not, directly or indirectly, cause or permit any Transfer of any of the Subject Securities to be effected.

2.2 Restriction on Transfer of Voting Rights. During the Voting Period, Stockholder shall ensure that: (a) none of the Subject Securities is deposited into a voting trust; and (b) no proxy is granted that is inconsistent with this Voting Agreement, and no voting agreement or similar agreement is entered into, with respect to any of the Subject Securities.

2.3 Permitted Transfers. Section 2.1 shall not prohibit a Transfer of Subject Securities by Stockholder if Stockholder is a partnership or limited liability company, to one or more partners or members of Stockholder or to an affiliated entity under common control with Stockholder; *provided, however,* that a Transfer referred to in this Section 2.3 shall be permitted only if, as a precondition to such Transfer, the transferee agrees in a writing, reasonably satisfactory in form and substance to the Company and Azur, to be bound by all of the terms of this Voting Agreement. Any Transfer or purported Transfer of Subject Securities other than in accordance with this Section 2.3 shall be void *ab initio* and of no effect.

SECTION 3. Voting of Shares

3.1 Voting Covenant. Stockholder hereby agrees that, prior to the Expiration Date, at any meeting of the stockholders of the Company, however called, or at any adjournment or postponement thereof and on every action or approval by written consent of the stockholders of the Company, unless otherwise directed in writing by Azur, Stockholder shall cause any and all issued and outstanding shares of Company Common Stock Owned by Stockholder as of the record date with respect to such meeting to be voted:

(a) in favor of the Merger, the execution and delivery by the Company of the Merger Agreement and the adoption and approval of the Merger Agreement and the terms thereof, in favor of each of the other actions contemplated by the Merger Agreement and in favor of any action in furtherance of any of the foregoing;

(b) in favor of any proposal to adjourn or postpone the meeting of the stockholders of the Company to a later date if there are not sufficient votes for adoption of the Merger Agreement on the date on which such meeting is held;

(c) against any action or agreement that would result in a material breach of any representation, warranty, covenant or obligation of the Company in the Merger Agreement; and

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(d) against any action which is (i) intended to impede, interfere with, delay, postpone, discourage or adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement or this Voting Agreement, or (ii) would reasonably be expected, to impede, interfere with, materially delay, materially postpone, discourage or adversely affect in any material way the Merger or any of the other transactions contemplated by the Merger Agreement or this Voting Agreement.

Prior to the Expiration Date, Stockholder shall not enter into any agreement or understanding with any Person to vote or give instructions with respect to such shares of Company Common Stock Owned by Stockholder in any manner inconsistent with clause (a) , clause (b) , clause (c) or clause (d) of the preceding sentence.

3.2 Proxy

(a) Contemporaneously with the execution of this Voting Agreement: (i) Stockholder shall deliver to Azur a proxy in the form attached to this Voting Agreement as **Exhibit A**, which shall be irrevocable to the fullest extent permitted by law (at all times during the Voting Period) with respect to the shares referred to therein (the Proxy); and (ii) if applicable, Stockholder shall cause to be delivered to Azur an additional proxy (in the form attached hereto as **Exhibit A**) executed on behalf of the record owner of any outstanding shares of Company Common Stock that are owned beneficially (within the meaning of Rule 13d-3 under the Exchange Act), but not of record by Stockholder.

(b) Prior to the Expiration Date, Stockholder shall not enter into any tender, voting or other agreement, or grant a proxy or power of attorney, with respect to the Subject Securities that is inconsistent with this Voting Agreement or otherwise take any other action with respect to the Subject Securities that would in any way restrict, limit or interfere with the performance of Stockholder s obligations hereunder or the transactions contemplated hereby.

SECTION 4. Representations and Warranties of Stockholder

Stockholder hereby represents and warrants to Azur as follows:

4.1 Authorization, etc. Stockholder has the power, authority and capacity to execute and deliver this Voting Agreement and the Proxy and to perform Stockholder s obligations hereunder and thereunder. This Voting Agreement and the Proxy have been duly executed and delivered by Stockholder and, assuming the due authorization, execution and delivery of this Voting Agreement by Azur, constitute legal, valid and binding obligations of Stockholder, enforceable against Stockholder in accordance with their terms, subject to: (a) laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (b) rules of law governing specific performance, injunctive relief and other equitable remedies.

4.2 No Conflicts or Consents.

(a) The execution and delivery of this Voting Agreement and the Proxy by Stockholder do not, and the performance of this Voting Agreement and the Proxy by Stockholder will not: (i) conflict with or violate any law applicable to Stockholder or by which Stockholder or any of Stockholder s properties is or may be bound or affected; or (ii) result in or constitute (with or without notice or lapse of time) any breach of or default under, or give to any other Person (with or without notice or lapse of time) any right of termination, amendment, acceleration or cancellation of, or result (with or without notice or lapse of time) in the creation of any material lien on any of the Subject Securities.

(b) The execution and delivery of this Voting Agreement and the Proxy by Stockholder do not, and the performance of this Voting Agreement and the Proxy by Stockholder will not, require any consent of any Person.

4.3 Title to Securities. As of the date of this Voting Agreement: (a) Stockholder holds of record (free and clear of any liens (other than immaterial liens)) the number of outstanding shares of Company Common Stock set forth under the heading Shares Held of Record on the signature page hereof; (b) Stockholder holds (free and

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clear of any liens (other than immaterial liens)) the options, restricted stock units, warrants and other rights to acquire shares of Company Common Stock set forth under the heading Options and Other Rights on the signature page hereof; (c) Stockholder Owns the additional securities of the Company set forth under the heading Additional Securities Beneficially Owned on the signature page hereof; and (d) Stockholder does not directly or indirectly Own any shares of capital stock or other securities of the Company, or any option, restricted stock unit, warrant or other right to acquire (by purchase, conversion or otherwise) any shares of capital stock or other securities of the Company, other than the shares and options, restricted stock units, warrants and other rights set forth on the signature page hereof.

4.4 Accuracy of Representations. The representations and warranties contained in this Voting Agreement are accurate in all respects as of the date of this Voting Agreement, and will be accurate in all respects at all times prior to the Expiration Date as if made as of any such time or date, other than representations and warranties which by their terms are made as of a specific date, which will be accurate in all respects only as of such date.

SECTION 5. Miscellaneous

5.1 Stockholder Information. Stockholder hereby agrees to permit Azur and the Company to publish and disclose in the proxy statement and any other public disclosure that Azur and the Company mutually determine to be necessary or desirable in connection with the Merger and any other transactions contemplated by the Merger Agreement Stockholder s identity and ownership of shares of Company Common Stock and the nature of Stockholder s commitments, arrangements and understandings under this Voting Agreement.

5.2 Further Assurances. From time to time and without additional consideration, Stockholder shall execute and deliver, or cause to be executed and delivered, such additional transfers, assignments, endorsements, proxies, consents and other instruments, and shall take such further actions, as Azur may reasonably request for the purpose of carrying out and furthering the intent of this Voting Agreement.

5.3 Expenses. All costs and expenses incurred in connection with the transactions contemplated by this Voting Agreement shall be paid by the party incurring such costs and expenses.

5.4 Notices. All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally, sent by documented internationally-recognized overnight delivery service or, to the extent receipt is confirmed, telecopy, facsimile or other electronic transmission service to the appropriate address or number as set forth below, or to such other address as any party shall provide by like notice to the other parties to this Voting Agreement:

if to Stockholder:

at the address set forth on the signature page hereof; and

if to Azur:

Azur Pharma Limited

45 Fitzwilliam Square

Dublin 2 Ireland

Attn.: David Brabazon

Fax No.: 353 1 634 4170

with a copy to:

Mayer Brown LLP

1675 Broadway

New York, New York 10019

Attn.: Reb D. Wheeler

Fax No.: (212) 849-5914

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if to the Company:

Jazz Pharmaceuticals, Inc.

3180 Porter Drive

Palo Alto, CA 94304

Attn.: Carol Gamble, Senior VP, General Counsel and Corporate Secretary

Fax No.: (650) 496-3781

with a copy to:

Cooley LLP

3175 Hanover St.

Palo Alto, California 94304

Attn.: Suzanne Sawochka Hooper and Jennifer Fonner DiNucci

Fax No.: +650-849-7400

5.5 Severability. Any term or provision of this Voting Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Voting Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Voting Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

5.6 Entire Agreement. This Voting Agreement, the Proxy, the Merger Agreement and any other documents delivered by the parties in connection herewith constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings between the parties with respect thereto.

5.7 Amendments. This Voting Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of each of the parties to this Voting Agreement.

5.8 Assignment; Binding Effect; No Third Party Rights. Except as provided herein, neither this Voting Agreement nor any of the interests or obligations hereunder may be assigned or delegated by Stockholder, and any attempted or purported assignment or delegation of any of such interests or obligations shall be void. Subject to the preceding sentence, this Voting Agreement shall be binding upon Stockholder and Stockholder s successors and assigns, and shall inure to the benefit of Azur and its successors and assigns. Without limiting any of the restrictions set forth in Section 2, Section 3 or elsewhere in this Voting Agreement, this Voting Agreement shall be binding upon any Person to whom any Subject Securities are transferred. Nothing in this Voting Agreement is intended to confer on any Person (other than Azur and its successors and assigns) any rights or remedies of any nature.

5.9 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Voting Agreement or the Proxy were not performed in accordance with its specific terms or were otherwise breached. Stockholder agrees that, in the event of any breach or threatened breach by Stockholder of any covenant or obligation contained in this Voting Agreement or in the Proxy, Azur shall be entitled (in addition to any other remedy that may be available to it, including monetary damages) to obtain: (a) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation; and (b) an injunction restraining such breach or threatened breach. Stockholder further agrees that neither Azur nor any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 5.9, and Stockholder irrevocably waives any right he or it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

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5.10 Attorneys Fees. If any legal proceeding is brought relating to this Voting Agreement or the enforcement of any provision of this Voting Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

5.11 Non-Exclusivity. The rights and remedies of Azur under this Voting Agreement are not exclusive of or limited by any other rights or remedies which it may have, whether at law, in equity, by contract or otherwise, all of which shall be cumulative (and not alternative).

5.12 Governing Law; Jurisdiction; Waiver of Jury Trial. This Voting Agreement and the Proxy shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. In any action between any of the parties arising out of or relating to this Voting Agreement, the Proxy or any of the transactions contemplated by this Voting Agreement or the Proxy, each of the parties: (a) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Chancery Court of the State of Delaware; (b) irrevocably waives the right to trial by jury; and (c) irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which Stockholder or Azur, as the case may be, is to receive notice in accordance with Section 5.4.

5.13 Counterparts; Exchanges by Facsimile or Electronic Delivery. This Voting Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. The exchange of a fully executed Voting Agreement (in counterparts or otherwise) by facsimile or electronic delivery shall be sufficient to bind the parties to the terms and conditions of this Voting Agreement.

5.14 Captions. The captions contained in this Voting Agreement are for convenience of reference only, shall not be deemed to be a part of this Voting Agreement and shall not be referred to in connection with the construction or interpretation of this Voting Agreement.

5.15 Waiver. Subject to the remainder of this Section 5.15, at any time prior to the Expiration Date, any party hereto may: (a) extend the time for the performance of any of the obligations or other acts of the other parties to this Voting Agreement; (b) waive any inaccuracy in or breach of any representation, warranty, covenant or obligation of the other party in this Voting Agreement or in any document delivered pursuant to this Voting Agreement; and (c) waive compliance with any covenant, obligation or condition for the benefit of such party contained in this Voting Agreement. No failure on the part of Azur to exercise any power, right, privilege or remedy under this Voting Agreement, and no delay on the part of Azur in exercising any power, right, privilege or remedy under this Voting Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Azur shall not be deemed to have waived any claim available to Azur arising out of this Voting Agreement, or any power, right, privilege or remedy of Azur under this Voting Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of Azur; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given. Notwithstanding anything to the contrary in this Voting Agreement, if and to the extent Azur agrees to waive any of the restrictions set forth in Section 2 of any of the Other Voting Agreements or the covenants with respect to voting set forth in Section 3 of any of the Other Voting Agreements (any such waiver with respect to the restrictions in Section 2 or the covenants in Section 3 shall be referred to as the Other Waiver), the same waiver shall be available and extended to the Stockholder under the same terms and subject to the same conditions as the terms and conditions of such Other Waiver. For example, if Aztec provides a waiver pursuant to any Other Voting Agreement allowing to sell 25% of the shares of Company Common Stock held by the stockholder that is a signatory to such Other Voting Agreement, the waiver will be extended to Stockholder and Stockholder will be allowed to sell 25% of Stockholder s shares of Company Common Stock under the same terms and conditions as

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the Other Waiver. Aztec shall notify Stockholder promptly (and in any event within 2 Business Days) following the grant of any Other Waiver and shall include in such notice the terms and conditions applicable to such Other Waiver.

5.16 Independence of Obligations. The covenants and obligations of Stockholder set forth in this Voting Agreement shall be construed as independent of any other contract between Stockholder, on the one hand, and the Company or Azur, on the other. The existence of any claim or cause of action by Stockholder against the Company or Azur shall not constitute a defense to the enforcement of any of such covenants or obligations against Stockholder. Nothing in this Voting Agreement shall limit any of the rights or remedies of Azur under the Merger Agreement, or any of the rights or remedies of Azur or any of the obligations of Stockholder under any agreement between Stockholder and Azur or any certificate or instrument executed by Stockholder in favor of Azur; and nothing in the Merger Agreement or in any other such agreement, certificate or instrument, shall limit any of the rights or remedies of Azur or any of the obligations of Stockholder under this Voting Agreement.

5.17 Other Capacities. Notwithstanding any provision of this Voting Agreement to the contrary, (a) nothing in this Voting Agreement shall limit or restrict Stockholder from acting in good faith in Stockholder s capacity as a director or officer of the Company (it being understood that this Voting Agreement shall apply to Stockholder solely in Stockholder s capacity as a stockholder of the Company), and (b) Stockholder is entering into this Voting Agreement solely in its capacity as Owner of the Subject Securities and nothing herein shall limit or affect any actions taken by any employee, officer, director, partner or other affiliate (including, for this purpose, any appointee or representative of Stockholder to the Board of Directors) of Stockholder, solely in his or her capacity, as a director or officer of the Company (or a subsidiary of the Company).

5.18 Construction. In this Voting Agreement, unless a clear contrary intention appears:

(a) the singular number includes the plural number and vice versa;

(b) reference to any Person include such Person s legal representatives, successors, assigns, but if applicable, only if such successors and assigns are not prohibited by this Voting Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(c) reference to either gender includes the other gender;

(d) reference to any agreement, schedule, document or instrument means such agreement, schedule, document or instrument as amended or modified and in effect in accordance with the terms thereof;

(e) reference to any law means such law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any law means that provision of such law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(f) hereunder, hereof, hereto, and words of similar import shall be deemed references to this Voting Agreement as a whole and not to any particular Section or other provision hereof;

(g) including (and with correlative meaning include) means including without limiting the generality of any description preceding such term;

(h) any references herein to a specific section, schedule, annex or exhibit shall refer, respectively, to sections, schedules, annexes or exhibits of this Voting Agreement;

(i) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits (other than exhibits constituting agreements, which shall only become legally binding upon execution and delivery by the parties thereto), schedules or amendments thereto from time to time.

[Remainder of page intentionally left blank.]

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In Witness Whereof, Azur and Stockholder have caused this Voting Agreement to be executed as of the date first written above.

Azur Pharma Limited

By

Title

Jazz Pharmaceuticals, Inc.

By

Title

Stockholder

Address:
Facsimile:

Shares Held of Record	Options and Other Rights	Additional Securities Beneficially Owned

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EXHIBIT A

FORM OF IRREVOCABLE PROXY

Proxy

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IRREVOCABLE PROXY

The undersigned stockholder (the Stockholder) of Jazz Pharmaceuticals, Inc., a Delaware corporation (the Company), hereby irrevocably (to the fullest extent permitted by law) appoints and constitutes Azur Pharma Limited, a private limited company incorporated in Ireland (Azur), and Seamus Mulligan and David Brabazon, solely in their capacities as executive officers of Azur, and each of them, the attorneys and proxies of the Stockholder, with full power of substitution and resubstitution, to the full extent of the Stockholder s rights with respect to the outstanding shares of capital stock of the Company owned of record by the Stockholder as of the date of this proxy, which shares are specified in this proxy, and all shares of capital stock of the Company that may be owned of record by the Stockholder after the date of this proxy. (The shares of the capital stock of the Company referred to in the immediately preceding sentence are referred to as the Shares.) Upon the execution of this proxy, all prior proxies given by the Stockholder with respect to any of the Shares are hereby revoked, and the Stockholder agrees that no subsequent proxies inconsistent with this Proxy will be given with respect to any of the Shares.

This proxy is irrevocable, is coupled with an interest and is granted in connection with, and as security for, the Voting Agreement, dated as of the date hereof, by and among Azur, the Company and the Stockholder (the Voting Agreement), and is granted in consideration of Azur entering into the Agreement and Plan of Merger and Reorganization, dated as of the date hereof, among Azur, Jaguar Merger Sub Inc., a Delaware corporation, the Company and Seamus Mulligan as the Indemnitors Representative. This proxy will terminate on the Expiration Date (as defined in the Voting Agreement).

Prior to the Expiration Date, the attorneys and proxies named above will be empowered, and may exercise this proxy, to vote any Shares owned by the undersigned, at any meeting of the stockholders of the Company, however called, or at any adjournment or postponement thereof and on every action or approval by written consent of the stockholders of the Company:

(a) in favor of the Merger, the execution and delivery by the Company of the Merger Agreement and the adoption and approval of the Merger Agreement and the terms thereof, in favor of each of the other actions contemplated by the Merger Agreement and in favor of any action in furtherance of any of the foregoing;

(b) in favor of any proposal to adjourn or postpone the meeting of the stockholders of the Company to a later date if there are not sufficient votes for adoption of the Merger Agreement on the date on which such meeting is held;

(c) against any action or agreement that would result in a material breach of any representation, warranty, covenant or obligation of the Company in the Merger Agreement; and

(d) against any action which is (i) intended to impede, interfere with, delay, postpone, discourage or adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement or this Voting Agreement, or (ii) would reasonably be expected, to impede, interfere with, materially delay, materially postpone, discourage or adversely affect in any material way the Merger or any of the other transactions contemplated by the Merger Agreement or this Voting Agreement.

The Stockholder may vote the Shares on all matters not set forth in the immediately preceding paragraph, and the attorneys and proxies named above may not exercise this proxy with respect to such matters.

This proxy shall be binding upon the heirs, estate, executors, personal representatives, successors and assigns of the Stockholder (including any transferee of any of the Shares).

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Any term or provision of this proxy that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this proxy or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this proxy so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Dated: , 2011

STOCKHOLDER

Number of shares of common stock of the Company owned of record as of the date of this proxy:

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Annex F

EXHIBIT A

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (***Agreement***) is made and entered into as of [ ], 2011, by and among: **AZUR PHARMA LIMITED**, a limited company formed under the laws of Ireland (registered number) whose registered address is , Ireland (***Company***); **JAZZ PHARMACEUTICALS, INC.** (***Jazz***); **SEAMUS MULLIGAN**, as representative (the ***Indemnitors Representative***) of certain shareholders of the Company; and **DEUTSCHE BANK NATIONAL TRUST COMPANY**, a national banking association (the ***Escrow Agent***). Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Merger Agreement, a copy of which has been delivered to the Escrow Agent solely for allowing the Escrow Agent access to the definitions set forth therein.

RECITALS

A. The Company, Jazz, Jaguar Merger Sub Inc., a Delaware corporation and a wholly owned subsidiary of Azur and the Indemnitors Representative (solely in his capacity as such) have entered into an Agreement and Plan of Merger and Reorganization dated as of September 19, 2011 (including the schedules thereto, the ***Merger Agreement***).

B. The Merger Agreement contemplates the establishment of an escrow account into which Azur Ordinary Shares and/or cash are to be deposited by the Indemnitors to be held as security for the Indemnitors indemnification obligations for Losses under Article IX of the Merger Agreement.

C. The Indemnitors Representative has been designated as the representative of the Indemnitors to, among other things, defend or settle claims for which the Indemnitees may be entitled to indemnification under the Merger Agreement.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

SECTION 1. DEFINED TERMS.

1.1. ***Escrow Shares*** shall mean the Azur Ordinary Shares deposited into the Escrow Account by or on behalf of the Indemnitors.

1.2. ***Escrow Property*** shall mean the Escrow Shares and Escrow Cash deposited pursuant to this Agreement, plus all income and interest earned on such Escrow Shares or Escrow Cash, and all dividends and other distributions and payments thereon received by the Escrow Agent (to the extent such dividends and other distributions are to be held by the Escrow Agent pursuant to Section 2.4), less any Escrow Shares or Escrow Cash distributed, delivered or paid pursuant to this Escrow Agreement. It is hereby agreed that any income earned on the Escrow Property held on behalf of an Indemnitor and retained by the Escrow Agent pursuant to the terms of this Agreement shall constitute and become part of the definition of Escrow Property held for the benefit of such Indemnitor.

1.3. ***FMV*** with respect to an Escrow Share as of a particular date shall be the closing price of an Azur Ordinary Share on the Nasdaq Stock Exchange on the last trading day prior to such date.

1.4. ***Indemnification Expiration Time*** shall mean the date that is 18 months after the Closing Date.

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1.5. ***Indemnitors*** shall mean the Azur Securityholders listed on Exhibit A.

1.6. ***Pro Rata Percentage*** has the meaning set forth in the Merger Agreement and is set forth with respect to each Indemnitor on Exhibit A.

1.7. ***Respective Contribution*** with respect to any distribution of Escrow Property to be made to an Indemnitee shall mean with respect to each Indemnitor, such Indemnitor s Pro Rata Percentage of such distribution.

SECTION 2. Escrow and Indemnification

2.1. Escrow Account.

(a) Escrow of Shares. On or promptly (but within five Business Days) following the Closing Date and in accordance with the Deed of Covenant, each Indemnitor shall cause to be delivered to the Escrow Agent (i) that number of Escrow Shares in book entry form set forth with respect to such Indemnitor s name in column 3 of **Exhibit A** or, at the Indemnitor s sole discretion, (ii) cash in an amount equal to the product of: (A) such number of Escrow Shares set forth with respect to such Indemnitor s name in column 3 of **Exhibit A**, multiplied by (B) the FMV as of the date of such delivery (any cash deposited by an Indemnitor pursuant to this clause (ii) or otherwise pursuant to this Agreement, the ***Escrow Cash***). The Escrow Agent agrees to accept delivery of the Escrow Shares and the Escrow Cash and to hold the Escrow Shares and the Escrow Cash in an escrow account (the ***Escrow Account***), subject to the terms and conditions of this Agreement and the Merger Agreement.

(b) Substitution of Escrow Cash for Escrow Shares. Each of the Indemnitors shall have the right at any time (except as otherwise provided in Section 3.1(b)) to substitute cash for some or all of the Escrow Shares deposited on behalf of such Indemnitor and have such Escrow Shares distributed to them by depositing with the Escrow Agent pursuant to the instructions set forth on **Exhibit D** (the ***Deposit Instructions***)cash in an amount equal to the FMV as of the date of such deposit of such Escrow Shares to be so distributed. Within three Business Days following receipt by the Escrow Agent of such deposit (including properly completed and executed Deposit Instructions), the Escrow Agent shall distribute the Escrow Shares to be so distributed in accordance with Sections 3.3 and 3.4.

(c) Escrow Property Records. The Escrow Agent shall hold separate the Escrow Cash received from each Indemnitor (each such separate fund, the ***Cash Fund***) and shall keep records of the amount of funds held in each Cash Fund for the benefit of, and Escrow Shares attributable to, each Indemnitor by updating columns 5 and 6 of **Exhibit A** to reflect any changes to the number of Escrow Shares attributable to any Indemnitor or amount of any Escrow Cash allocated to such Indemnitor. The Escrow Agent shall not be required to (but may at its discretion) establish actual separate trust accounts for each Indemnitor, so long as Escrow Agent maintain records of the Escrow Property attributable to each Indemnitor, as described above.

2.2. Escrow Shares Beneficial Ownership. For purposes of this Agreement, each of the Indemnitors is the beneficial owner of that number of Escrow Shares set forth with respect to such Indemnitor s name in column 5 of **Exhibit A**. It is hereby acknowledged that one or more of the Indemnitors may beneficially own the Escrow Shares set forth in respect of such Indemnitor in column 5 in trust for or otherwise on behalf of other Persons, but for purposes of this Agreement such Indemnitor(s) shall be considered the beneficial owner(s) of such Escrow Shares. The Indemnitors Representative shall have the right, on behalf of, and pursuant to instructions from, the Indemnitors, to direct the Escrow Agent in writing as to the exercise of any voting rights pertaining to the Escrow Shares held for the benefit of such Indemnitor, and the Escrow Agent shall comply with any such written instructions. In the absence of such instructions, the Escrow Agent shall not vote any of the Escrow Shares.

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2.3. Interest, Dividends, Etc. Azur and the Indemnitors Representative (on behalf of each of the Indemnitors) agree among themselves that:

(a) Any shares of Azur capital stock issuable (whether by way of dividend, stock split or otherwise) in respect of, or in exchange for, any Escrow Shares held in the Escrow Account (including pursuant to any reorganization involving Azur) (the ***Additional Securities***) shall not be distributed to the beneficial owners of such Escrow Shares, but instead shall be delivered to the Escrow Agent and shall constitute Escrow Property; *provided, however,* notwithstanding the foregoing, if in connection with the issuance of such Additional Securities, the beneficial owner of the Escrow Shares has the right to choose whether to receive cash or any property other than Azur Ordinary Shares in lieu of such Additional Securities, then such Additional Securities shall be distributed to the beneficial owner of such Escrow Shares as indicated on Exhibit A and shall not constitute Escrow Property.

(b) Except as set forth in Section 2.3(a) and Section 3.3, any property (including ordinary cash dividends) distributable or issuable (whether by way of dividend, stock split or otherwise) in respect of or in exchange for any Escrow Shares (including pursuant to or as a part of a merger, consolidation, acquisition of property or stock, reorganization or liquidation involving Azur) shall be distributed and issued to the beneficial owners of such Escrow Shares and shall not constitute Escrow Property.

(c) Subject to Section 2.3(a), any interest or income earned on any Cash Fund shall not be released to the Indemnitor who is the beneficial owner of such Cash Fund but instead shall become Escrow Property and constitute part of such Cash Fund and held by the Escrow Agent in accordance with the terms of this Agreement.

(d) The Escrow Agent shall invest the Cash Funds only in accordance with the provisions of **Exhibit C** hereto and shall keep records of such investments. The Escrow Agent shall not be liable for losses, penalties or charges incurred upon any sale or purchase of any such investment.

2.4. Transferability. Except pursuant to this Section 2.4, the interests of the Indemnitors in the Escrow Account shall not be assignable or transferable, by operation of law or otherwise. This Section 2.4 shall not prohibit a transfer of any interests of the Indemnitors in the Escrow Account by an Indemnitor (i) to any member of such Indemnitor s immediate family, or to a trust for the benefit of such Indemnitor or any member of such Indemnitor s immediate family; (ii) pursuant to applicable laws of descent and distribution upon the death of an Indemnitor, or (iii) if such Indemnitor is a partnership or limited liability company, to one or more partners or members of such Indemnitor or to an affiliated corporation under common control with such Indemnitor. No assignment or transfer of any of such interests pursuant to the prior sentence shall be recognized or given effect until the Company and the Escrow Agent shall have received written notice of such assignment or transfer acknowledged by the Indemnitors Representative. Any attempt to assign in contravention of this Section 2.4 shall be null and void and have no force and effect.

2.5. Trust Fund. The Escrow Account and the Escrow Property shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any Indemnitor or of any party hereto. Notwithstanding the foregoing, if the Escrow Account or the Escrow Property shall be attached, garnished, or levied upon pursuant to judicial process, or the delivery of amounts held in the Escrow Account shall be stayed or enjoined by any arbitration decision or court order, or any arbitration decision or court order shall be made or entered into affecting the Escrow Account or the Escrow Property, or any part thereof, the Escrow Agent is hereby expressly authorized to obey and comply with such arbitration decision or court order. In the event the Escrow Agent obeys or complies with any arbitration decision or court order, it shall not be liable to any person, firm or corporation by reason of such compliance, notwithstanding the subsequent reversal, modification, annulment, or setting aside of such arbitration decision or court order.

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SECTION 3. Distribution of Escrow Property

3.1. Distribution.

(a) Except as set forth in Section 3.2 and Section 3.3, the Escrow Agent shall distribute the Escrow Property only in accordance with (i) a joint written instrument delivered to the Escrow Agent that is executed by the Indemnitors Representative and the Company and that instructs the Escrow Agent as to the distribution of some or all of the Escrow Property or (ii) the final binding and conclusive decision or order of a court of competent jurisdiction, a copy of which is delivered to the Escrow Agent by either the Company or the Indemnitors Representative, that provides for the distribution of some or all of the Escrow Property (such written instrument or decision or order a ***Distribution Notice***). Any order, judgment or decree presented to the Escrow Agent as the basis for a disbursement of Escrow Property, including amounts representing interest thereon, shall be accompanied by a certificate of the party requesting the disbursement to the effect that such order, judgment or decree is the final, binding, and conclusive decision or order of a court of competent jurisdiction, upon which certificate Escrow Agent may conclusively rely. The Indemnitors Representative shall notify the Indemnitors of the delivery of any Distribution Notice promptly following receipt thereof.

(b) Any distribution made to the Indemnitees from the Escrow Account shall be made first by releasing from each Indemnitor s Cash Fund an amount of Escrow Cash equal to such Indemnitor s Respective Contribution of such distribution and second, to the extent any Indemnitor s Respective Contribution of such distribution has not been satisfied from such Indemnitor s Cash Fund (or such Indemnitor does not have a Cash Fund), by selling Escrow Shares on behalf of such Indemnitor sufficient to satisfy such Indemnitor s remaining Respective Contribution of such distribution (not already satisfied from such Indemnitor s Cash Fund). Such sale shall occur as soon as practicable but no sooner than [five] Business Days after the receipt by the Escrow Agent of the Distribution Notice pursuant to Section 3.1(a). Each of the Indemnitors shall have the right to substitute cash for some or all of the Escrow Shares held in the Escrow Account for the benefit of such Indemnitor that would otherwise be sold to satisfy such Indemnitor s Respective Contribution of such distribution, in accordance with Section 2.1(a), provided that such substitution shall occur no later than [two] Business Days after receipt by the Escrow Agent of such Distribution Notice. In no event shall (i) any Indemnitor have any obligation to contribute any additional amount or property to the Escrow Account in the event that such Indemnitor s Cash Fund or Escrow Shares are insufficient to satisfy such Indemnitor s Respective Contribution of such distribution or (ii) any portion of any Indemnitor s Escrow Property be used to satisfy any portion of any other Indemnitor s Respective Contribution.

3.2. Distribution Following Indemnification Expiration Time. Within three Business Days after the Indemnification Expiration Time, the Escrow Agent shall distribute (such distribution as adjusted pursuant to the other provisions of this Section 3.2, the ***Final Distribution Amount***) to each Indemnitor the Escrow Property then held in the Escrow Account with respect to such Indemnitor. Notwithstanding anything to the contrary in this Section 3.2 or anywhere else in this Agreement, if, prior to the Indemnification Expiration Time, an Indemnitee has provided to the Escrow Agent a written notice (a ***Claim Notice***) containing a claim which has not been resolved prior to the Indemnification Expiration Time (the amount estimated in such Claim Notice in respect of such unresolved claim or any amended version of such Claim Notice delivered by the applicable Indemnitee to the Escrow Agent and the Indemnitors Representative being the ***Claimed Amount***), the Escrow Agent shall hold back from the Final Distribution Amount with respect to each Indemnitor and retain in the Escrow Account on behalf of each such Indemnitor, such Indemnitor s Respective Contribution of the Claimed Amount, with respect to all claims which have not then been resolved or resolved and not paid to the appropriate Indemnitee, by first retaining from each Indemnitor s Cash Fund an amount of Escrow Cash equal to such Indemnitor s Respective Contribution of such Claimed Amount and second, to the extent any Indemnitor s Respective Contribution of such Claimed Amount could not be satisfied from such Indemnitor s Cash Fund (or such Indemnitor does not have a Cash Fund), by retaining Escrow Shares on behalf of such Indemnitor sufficient, based on the FMV of the Escrow Shares on the Indemnification Expiration Time, to satisfy such Indemnitor s

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remaining Respective Contribution of such Claimed Amount (not already satisfied from such Indemnitor s Cash Fund) (the ***Holdback Amount***). Any Escrow Property so retained in escrow shall be distributed only in accordance with the terms of Section 3.1 and Section 3.3.

3.3. Tax Distributions. Notwithstanding any provision in this Agreement to the contrary, the Escrow Agent shall make a distribution to each Indemnitor (in proportion to their Percentage Interests) no later than March 15th of each year during the term of this Agreement in an amount equal to the product of 40% and the amount of income earned in respect of any Cash Fund held by the Escrow Agent in the previous calendar year in respect of such Indemnitor.

3.4. Method of Distribution. Any distribution of all or a portion of the Escrow Shares to be made to the Indemnitors pursuant to the terms of this Agreement, shall be made by delivery of such Escrow Shares, via book entry at Depository Trust Company in accordance with instructions from the Indemnitors or Indemnitors Representative. Any distributions of all or a portion of funds to be made to the Indemnitors pursuant to the terms of this Agreement shall be made to the Indemnitors by mailing checks to the Indemnitors at their respective addresses shown on **Exhibit A** or such other address as the Indemnitors Representative may specify for any Indemnitor in writing, or, if requested by the Indemnitors Representative on behalf of any Indemnitor, by wire transfer to an account specified in writing by the Indemnitors Representative on behalf of any Indemnitor.

3.5. Coordination with Stock Transfer Agent. The Escrow Agent is not the stock transfer agent for Azur Ordinary Shares. For purposes of this Agreement, the Escrow Agent shall be deemed to have delivered Escrow Shares to the Indemnitors when the Escrow Agent has delivered such Escrow Shares delivered such Escrow Shares, via book entry at Depository Trust Company in accordance with instructions from the Indemnitors or Indemnitors Representative.

SECTION 4. Fees and Expenses

The Escrow Agent shall be entitled to receive from time to time fees in accordance with **Exhibit B**. In accordance with **Exhibit B**, the Escrow Agent will also be entitled to reimbursement for reasonable and documented out-of-pocket expenses incurred by the Escrow Agent in the performance of its duties hereunder and the execution and delivery of this Agreement. All such fees and expenses shall be paid by the Company. The Company s obligation under this Section 4 shall survive any termination of this Agreement and the resignation or removal of the Escrow Agent.

SECTION 5. Limitation of Escrow Agent s Liability

The Escrow Agent undertakes to perform such duties as are specifically set forth in this Agreement and shall have no duty under any other agreement or document, and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement (including the Merger Agreement) other than this Agreement. The Escrow Agent shall incur no liability with respect to any action taken by it or for any inaction on its part in reliance upon any notice, direction, instruction, consent, statement or other document believed by it in good faith to be genuine and duly authorized, nor for any other action or inaction except for its own gross negligence or willful misconduct. In all questions arising under this Agreement, the Escrow Agent may rely on the advice of counsel, and for anything done, omitted or suffered in good faith by the Escrow Agent based upon such advice the Escrow Agent shall not be liable to anyone except for its own gross negligence or willful misconduct. In no event shall the Escrow Agent be liable for incidental, punitive or consequential damages. Any act done or omitted pursuant to the advice or opinion of counsel shall be conclusive evidence of the good faith of the Escrow Agent. The Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. The Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Property, the Escrow Account, this Agreement or the Merger Agreement, or to prosecute or defend any such legal action or proceeding. If any

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portion of the Escrow Property is at any time attached, garnished or levied upon under any order, judgment or decree issued or entered by any court of competent jurisdiction (an ***Order***), or in the case of payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any Order, or in case any Order shall be made or entered by any court affecting such property of any party thereof, then and in any such event, the Escrow Agent is authorized to rely upon and comply with any such Order which it is reasonably advised by its legal counsel, whether internal or external, that such Order is binding upon without the need for appeal or other action. The Company and the Indemnitors Representative hereby agree to jointly and severally indemnify the Escrow Agent and its officers, directors, employees and agents (the ***Escrow Agent Indemnified Parties***) for, and hold it and them harmless against, any actions, claims, losses, damages, liabilities, costs and expenses (including reasonable attorney s fees) incurred by or asserted against any of the Escrow Agent Indemnified Parties from and after the date hereof, arising from any claim, demand, suit, action or proceeding in connection with the performance by the Escrow Agent of this Agreement or the transactions contemplated hereby; *provided, however,* that, no Escrow Agent Indemnified Party shall have the right to be indemnified hereunder for any liability arising form the willful misconduct, bad faith, or gross negligence of such Escrow Agent Indemnified Party or breach of the terms of this Agreement. If any such action, claim, suit, demand or proceeding shall be brought or asserted against any Escrow Agent Indemnified Party, such Escrow Agent Indemnified Party shall promptly notify the Company and the Indemnitors Representative in writing and the Company and the Indemnitors Representative shall assume the defense thereof, including the retention of counsel. Such Escrow Agent Indemnified Party shall have the right to retain separate counsel in any such action, and to participate in the defense thereof, and the Company and Indemnitors Representative shall be jointly and severally responsible for all costs, fees and expenses associated with the employment of such separate counsel. This right of indemnification, compensation and reimbursement shall survive the termination of this Agreement, and the resignation or removal of the Escrow Agent.

SECTION 6. Termination

This Agreement shall terminate upon the distribution in full by the Escrow Agent of all of the Escrow Property in accordance with this Agreement; *provided, however*, that the provisions of Sections 4, 5 and 9 shall survive such termination.

SECTION 7. Successor Escrow Agent

7.1. Successor Escrow Agent. In the event that the Escrow Agent becomes unavailable or unwilling to continue as escrow agent under this Agreement, the Escrow Agent may resign and be discharged from its duties and obligations hereunder by giving its written resignation to the parties to this Agreement. Such resignation shall take effect not less than 30 days after it is given to all parties hereto. In such event, the Company may appoint a successor Escrow Agent reasonably acceptable to Indemnitors Representative. If the Company fails to appoint a successor Escrow Agent within 15 days after receiving the Escrow Agent s written resignation, the Escrow Agent shall have the right to apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent. The successor Escrow Agent shall execute and deliver to the Escrow Agent an instrument accepting such appointment, and the successor Escrow Agent shall, without further acts, be vested with all the estates, property rights, powers and duties of the predecessor Escrow Agent as if originally named as Escrow Agent herein. The Escrow Agent shall act in accordance with written instructions from the Company, provided such instructions are reasonably acceptable to Indemnitors Representative, as to the transfer of the Escrow Property to a successor escrow agent.

7.2. Merger or Consolidation of Escrow Agent. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

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SECTION 8. Indemnitors Representative

8.1. Appointment of Indemnitors Representative. By virtue of the execution of the Power of Attorney and Contribution Agreement, the Indemnitors have approved the indemnification provisions set forth in the Merger Agreement and this Agreement and the appointment of Seamus Mulligan as the Indemnitors Representative, to give and receive notices and communications, to authorize delivery to the Indemnitees of Escrow Property from the Escrow Account, to object to such deliveries, to agree to, negotiate, enter into settlements and compromises of, and comply with orders and awards of courts with respect to claims of the Indemnitees hereunder, and to take all actions necessary or appropriate in the reasonable judgment of the Indemnitors Representative for the accomplishment of the foregoing.

8.2. Successor Indemnitors Representative. Any successor Indemnitors Representative appointed shall automatically become the Indemnitors Representative for all purposes of this Agreement upon the Escrow Agent s receipt of the notice regarding the appointment of such successor Indemnitors Representative.

SECTION 9. Miscellaneous.

9.1. Expenses. Except as set forth in this Agreement or the Merger Agreement, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

9.2. Notices. All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally, sent by documented internationally-recognized overnight delivery service or, to the extent receipt is confirmed, telecopy, facsimile or other electronic transmission service to the appropriate address or number as set forth below.

if to the Company:

or at such other address and to the attention of such other person as the

Company may designate by written notice to the Indemnitors

Representative and the Escrow Agent.

with a required copy (which shall not constitute notice) to:

Cooley LLP

3175 Hanover St.

Palo Alto, California 94306

Attn.: Suzanne Sawochka Hooper and Jennifer Fonner DiNucci

Fax No.: +650-849-7400

if to the Indemnitors Representative:

with a required copy (which shall not constitute notice) to:

if to the Escrow Agent:

Deutsche Bank National Trust Company

Attention: Corporate Escrow Manager

101 California Street, 47th Floor,

San Francisco, CA 94111

Fax No.: 415-617-4280

The Escrow Agent may reasonably assume that any Claim Notice or other notice of any kind required to be delivered to the Escrow Agent and any other Person has been received by such other Person on the date it has been received by the Escrow Agent, but the Escrow Agent need not inquire into or verify such receipt.

9.3. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

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9.4. Applicable Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts to be performed entirely within that State. Each of the parties irrevocably (a) consents to submit itself to the personal jurisdiction of any state or federal court located in the state of Delaware, in the event any dispute arises out of this Agreement or any of the transactions contemplated hereby, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated hereby in any court other than a state or federal court sitting in the State of Delaware. Each party further irrevocably consents to the service of process out of any of the aforementioned courts in any Legal Proceeding by the mailing of copies thereof by mail to such party at its address set forth in this Agreement by registered mail, such service of process to be effective upon acknowledgment of receipt of such registered mail; provided, that nothing in this Section 9.4 shall affect the right of any party to serve legal process in any other manner permitted by Law. The parties agree that a final judgment in any such Legal Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY LEGAL PROCEEDING ARISING OUT OF THE ACTIONS OF ANY PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT. EACH PARTY CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS SECTION 9.4.

9.5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and each of their respective permitted successors and assigns, if any.

9.6. Amendments and Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party may, only by an instrument in writing, waive compliance by another party with any term or provision of this Agreement on the part of such other party to be performed or complied with. The waiver by any party of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

9.7. Entire Agreement; Amendment. This Agreement, the Deed of Covenant, the Merger Agreement and any other documents delivered by the parties in connection herewith or therewith constitute the entire understanding among or between any of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings among or between any of the parties relating to the subject matter hereof and thereof. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of all of the parties hereto; *provided, however,* that any amendment executed and delivered by the Indemnitors Representative shall be deemed to have been approved by and duly executed and delivered by all of the Indemnitors.

9.8. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

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9.9. Parties in Interest. Except as expressly provided herein, none of the provisions of this Agreement, express or implied, is intended to provide any rights or remedies to any Person other than the parties hereto and their respective successors and assigns, if any.

9.10. Tax Reporting Information and Certification of Tax Identification Numbers.

(a) The parties hereto agree that each of the Indemnitors shall report and timely pay all taxes in respect of (i) any dividends in respect of Escrow Shares held for the benefit of such Indemnitor; (ii) any income realized by or attributable to the Escrow Shares held for the benefit of such Indemnitor, and (iii) all income earned on the Cash Fund deposited by or on behalf of such Indemnitor. The Indemnitors, severally and not jointly, agree to indemnify and hold the Company harmless from and against any and all such taxes for which the Company may have any liability, in each case, to the extent such taxes are attributable to the applicable Indemnitor s interest in the Escrow Property.

(a) Each of the Indemnitors agrees to provide the Escrow Agent with its certified tax identification number by furnishing the Escrow Agent with Internal Revenue Service Form W-9 (or Form W-8, in the case of a non-U.S. person) and any other forms and documents that the Escrow Agent may reasonably request (collectively, ***Tax Reporting Documentation***) within 30 days after the date hereof. The parties hereto understand that, if such Tax Reporting Documentation is not so furnished to the Escrow Agent, the Escrow Agent shall be required by the Code to withhold a portion of any interest or other income earned on the investment of monies or other property of the applicable Indemnitor held by the Escrow Agent pursuant to this Agreement, and to immediately remit such withholding to the IRS.

(b) The Escrow Agent shall be entitled to deduct and withhold from any payment from this Agreement to any Indemnitors such amounts as the Escrow Agent may be required to deduct or withhold therefrom under the Code or under any Tax law. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the Indemnitor to whom such amounts would otherwise have been paid. To the extent that such amounts are required to be deducted or withheld by the Escrow Agent on behalf of an Indemnitor that exceed the Escrow Cash in such Indemnitor s Cash Fund, the Escrow Agent is authorized to sell or otherwise dispose of, on behalf of such Indemnitor, the portion of the Escrow Shares otherwise deliverable to such Indemnitor, to enable the Escrow Agent to comply with such deduction or withholding requirement. The Escrow Agent shall notify the relevant Indemnitor that such sale and withholding or deduction was made and hold in such Indemnitor s Cash Fund any balance of the proceeds of such sale not applied to the payment of taxes less any costs or expenses incurred by the Escrow Agent in connection with such sale.

9.11. Cooperation. The Indemnitors Representative agrees to cooperate fully with the Company and the Escrow Agent and to execute and deliver such further documents, certificates, agreements and instruments and to take such other actions as may be reasonably requested by the Company or the Escrow Agent to evidence or reflect the transactions contemplated by this Agreement and to carry out the intent and purposes of this Agreement.

9.12. Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders.

(b) The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

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(c) As used in this Agreement, the words include and including, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words without limitation.

(d) Except as otherwise indicated, all references in this Agreement to Sections and Exhibits are intended to refer to Sections of this Agreement and Exhibits to this Agreement.

(e) The bold-faced headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

(f) To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The parties each agree to provide all such information and documentation as to themselves as requested by Escrow Agent to ensure compliance with federal law.

(g) The Shareholder Communications Act of 1985 and its regulation require that banks and trust companies make an effort to facilitate communication between issuers of U.S. securities and the parties who have the authority to vote or direct the voting of those securities regarding proxy dissemination and other corporate communications. Unless an Indemnitor indicates an objection, Escrow Agent will provide the obligatory information to Parent upon request. An Indemnitor s objection will apply to all securities held for such Indemnitor in the Escrow Account now and in the future unless such Indemnitor notifies Escrow Agent in writing.

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In Witness Whereof, the parties have duly caused this Agreement to be executed as of the day and year first above written.

Azur Pharma Limited:

By:
Name:
Title:

Jazz Pharmaceuticals, Inc.:

By:
Name:
Title:

Indemnitors Representative:

By:
Name:

Escrow Agent:

Deutsche Bank National Trust Company,
a national banking association

By:
Name:
Title:

By:
Name:
Title:

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EXHIBIT A

INDEMNITORS

1 Indemnitor	2 Address and Fax Number	3 Number of Azur Ordinary Shares to be deposited	4 Pro Rata Percentage	5 Current Escrow Shares	6 Current Escrow Cash

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EXHIBIT B

ESCROW AGENT S FEES AND EXPENSES

Our fees to serve as Escrow agent are calculated as follows:

Acceptance fee: **$ 2,500**
This one time charge is payable at the time of the closing and includes the review and execution of the agreements and all documents submitted in support thereof and establishment of accounts.

Escrow Agent Administrative Fee **$ 5,000**
This one-time fee covers escrow agent duties and responsibilities related to account administration and servicing for the life of the account, which may include maintenance of accounts on various systems, custody and securities servicing, vault services, paying agent duties, reporting, etc. The fee is payable in advance and shall not be prorated.

Escrow Disbursement Fee (wire or check) $ 50/each

Miscellaneous Fees
The fees for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be commensurate with the service to be provided and will be charged in DBNTC s sole discretion. These extraordinary services may include, but are not limited to: proxy dissemination/tabulation, customized reporting and/or procedures, required tax reporting (1099/1042), electronic account access, etc. Counsel, accountants, special agents and others will be charged at the actual amount of fees and expenses billed.

Office Information

Office Name and Address:	Deutsche Bank National Trust Company 101 California Street, 47th floor San Francisco, CA 94111
Administrator Contact Person	Luda Semenova, VP
E-mail:	luda.semenova@db.com

Deutsche Bank Alex. Brown fees to serve as Broker Dealer in connection with the Escrow agent account are as follows:

Acceptance and Administrative Fee: **Waived**
This one time charge includes the review and execution of the escrow agent agreement (and all documents submitted in support thereof), initial establishment of the shareholder records, initial establishment of the escrow agent account, administration fee for the life of the issue. This fee is payable upon execution of the agreements.

Additional Activity Fees (if applicable):

Disbursement via Wire Transfer **$50/each**
(this fee can be deducted from shareholder s disbursement amount)

Account Set up & Administration Fee	**Waived**
Security Transaction Fee:	**Per Transaction**

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Miscellaneous Fees

Pershing LLC, the custodian of the brokerage accounts may charge additional fees directly to the account holder including but not limited to administrative, processing, reorg, or service fees.

The fees for performing extraordinary services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule (the Extraordinary Services) will be commensurate with the service to be provided and will be charged in DBAB s sole discretion. DBAB will notify the client and obtain its consent prior to performing any Extraordinary Services.

A. Review Period:

This proposal is subject to satisfactory documentation review of the transaction as well as our own internal credit, conflict and approval process for both new transactions and new clients.

All documentation will be subject to California law, unless otherwise specified in the governing documents.

We reserve the right to consult legal counsel during documentation review. In the event legal charges are incurred, these charges are your sole responsibility.

If this transaction should fail to close for reasons beyond our control, we reserve the right to charge our acceptance fee plus reimbursement for legal fees and costs associated with due diligence on the transaction.

B. Disclosures:

We reserve the right to review our fee arrangement should circumstances warrant.

You are responsible for extraordinary expenses and fees for the performance of services not contemplated at the time of the execution of the documents or not specifically covered in the agreement or fee schedule. Such extraordinary fees and expenses include, but are not limited to, those arising from Bondholder meetings, activities relating to default and workout situations, travel and travel-related expenses, and amendments and releases.

Unless otherwise instructed, we will place orders in accordance with your written investment instructions to buy/sell money market mutual funds (MMF) shares with the MMF provider(s) or their agents.

Unless otherwise instructed, we will place orders in accordance with your written investment instructions to buy/sell deposits, securities and other financial instruments with Deutsche Bank Securities, Inc. (DBSI), our affiliated registered broker-dealer.

If you choose to invest in a proprietary MMF, we and/or our affiliates may earn investment management fees and other fees associated with these MMFs, as disclosed in the relevant MMF s prospectus, in addition to the charges quoted above. Also, we have entered into agreements with certain MMFs, including proprietary MMFs, or their agents, to provide shareholder services to those MMFs. We are paid a fee by the MMFs for providing these shareholder services that, calculated on an annual basis, does not exceed 80 basis points per annum of the average daily balance of the amount of your investment in these MMFs. Qualified Funds are those MMFs that pay incentive payments to us and, in some cases, are part of our automated internal trade order entry system. We also

make available other MMFs that are not Qualified Funds. Please note, however, that the transaction charges described above apply to each transaction in these MMFs. We may receive other compensation from the advisers to or other affiliates of the MMFs.

If you choose to use other services provided by any of our affiliates, we may be allocated a portion of the fees earned.

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We will provide periodic account statements describing transactions executed for your account(s). Confirmations of trades will be available upon your request at no additional charge.

Shares of MMFs are not deposits or obligations of, or guaranteed by, us or any of our affiliates, and are not insured by the Federal Deposit Insurance Corporation or any other agency of the U.S. Government. Investments in the MMFs involve the possible loss of principal. Please read the prospectus carefully before investing.

For multi-currency financing arrangements, we may also place orders to buy/sell currencies with any of our affiliates. These transactions (for which normal and customary spreads may be earned) will be executed by such affiliates on a principal basis solely for your account(s) and without recourse to us or any such affiliates.

C. Important Information about Procedures for Opening a New Account

To help fight the funding of terrorism and money laundering activities, Deutsche Bank obtains, verifies, and records information that identifies individuals or entities that establish a relationship or open an account with DB. What this means: We will ask for the name, address, tax identification number and other information that will allow us to identify the individual or entity who is establishing the relationship or opening the account. We may also ask for formation documents such as articles of incorporation, an offering memorandum, or other identifying documents to be provided.

We hereby request that you indicate your agreement with the above Fee Schedule and Other Provisions by signing in the space provided below. It is understood and agreed that the provisions of the Fee Schedule and Other Provisions contained herein will survive execution of the final document relating to this transaction to the extent they do not conflict with the final governing documents.

Accepted and agreed:

Signature:

Print Client Name:

Date:

Tax
ID:

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EXHIBIT C

AUTHORIZED INVESTMENT

The Escrow Agent shall invest and reinvest the Escrow Cash, upon the written instructions received from the Indemnitors Representative, in any combination of the following: (a) readily marketable direct obligations of the government of the United States or any agency or instrumentality thereof or readily marketable obligations unconditionally guaranteed by the full faith and credit of the government of the United States or (b) insured certificates of deposit of, or time deposits with, any commercial bank that: (i) is a member of the U.S. Federal Reserve System, (ii) issues commercial paper rated at least Prime 1 (or the then-equivalent grade) by Moody s Investor Service, Inc. or A-1 (or the then-equivalent grade) by Standard & Poor s Rating Services, (iii) is organized under the laws of the United States or any state thereof, and (iv) has combined capital and surplus of at least $1 billion. The Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement. In the absence of written instructions received from the Indemnitors Representative, the Escrow Cash shall be invested in the Federated Prime Value Obligations fund #856.

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EXHIBIT D

DEPOSIT INSTRUCTIONS

To:

Deutsche Bank National Trust Company

Attention: Corporate Escrow Manager

101 California Street, 47th Floor,

San Francisco, CA 94111

Fax No.: 415-617-4280

Copy: Azur Pharma Limited
Indemnitors Representative

Reference is made to that certain Escrow Agreement (the Escrow Agreement), dated , 2011, by and among Azur Pharma Limited (Company), Jazz Pharmaceuticals, Inc. (Jazz), Seamus Mulligan, as representative (the Indemnitors Representative) of certain shareholders of the Company and Deutsche Bank National Trust Company, a national banking association (the Escrow Agent). Capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Escrow Agreement.

Pursuant to Section 2.1(b) of the Escrow Agreement, the undersigned hereby provides Deposit Instructions and notifies the Escrow Agent, the Indemnitors Representative and the Company of the undersigned s election to substitute $ (the Cash) for of the Escrow Shares held in the Escrow Account on behalf of the undersigned (the Released Shares) and instructs the Escrow Agent to accept the Cash and hold it in the Escrow Account on behalf of the undersigned and distribute the Released Shares to the undersigned in accordance with the delivery instructions below.

The undersigned delivers the Cash (pursuant to wire instructions previously provided to the undersigned by the Escrow Agent) to the Escrow Agent together with this Deposit Instructions. The undersigned represents and certifies to the Escrow Agent, the Indemnitors Representative and the Company that: (a) the FMV of the Released Shares of the date hereof is $; and (b) the Cash equals the FMV of the Released Shares as of the date hereof, all in accordance with the terms of the Escrow Agreement.

Delivery Instructions:

Very truly yours,

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Annex G

SUBJECT TO CONTRACT / CONTRACT DENIED

Dated September 19, 2011

THE PERSONS LISTED IN SCHEDULE 1

(the Covenantors)

JAZZ PHARMACEUTICALS, INC.

(Jazz)

AZUR PHARMA LIMITED

(Azur)

DEED OF COVENANT

A & L GOODBODY

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THIS DEED OF COVENANT is dated September 19, 2011 and made between:

(1) Those persons listed in Schedule 1 hereto (the **Covenantors**);

(2) **JAZZ PHARMACEUTICALS, INC.**, a corporation incorporated in the State of Delaware (**Jazz**); and

(3) **AZUR PHARMA LIMITED** a limited company formed under the laws of Ireland (registered number 399192) whose registered address is 1 Stokes Place, St. Stephen s Green, Dublin 2, Ireland (**Azur**).

RECITALS

A. The Covenantors are holders of shares, or options to acquire shares, in Azur.

B. Jazz and Azur are party to an Agreement and Plan of Merger and Reorganization among Azur, Jazz, Jaguar Merger Sub Inc. and the Indemnitors Representative (as defined therein) (the **Merger Agreement**) pursuant to which Jazz and Azur have agreed to combine the businesses of Jazz with the business of Azur, upon the terms and subject to the conditions set forth in the Merger Agreement.

C. The Merger Agreement details various matters which must be undertaken by Azur and the Covenantors in order to effect the transactions contemplated by the Merger Agreement.

D. Azur and the Covenantors have agreed to enter into this Deed of Covenant to give effect to those steps and to covenant to take the actions specified herein.

IT IS AGREED by this Deed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Deed, unless the context otherwise requires:

1963 Act means the Irish Companies Act, 1963 (as amended);

Azur Options has the meaning given to such term in the Merger Agreement;

Azur Ordinary Shares has the meaning given to such term in the Merger Agreement;

Business Day means any day on which banks are open generally for business in Dublin, excluding Saturdays and Sundays and any requirement that any notice be delivered or other action be carried out on a Business Day will only be satisfied between the hours of 9.00 am and 5.00 pm Irish time on such Business Day;

Call Option Agreements means those Call Option Agreements dated May and June 2005, as amended, between Azur and each of Seamus Mulligan, David Brabazon and Eunan Maguire;

Cash Equivalent Amount means, with respect to a particular Covenantor, cash in an amount equal to the product of: (A) such Covenantor s Escrow Shares multiplied by (B) the FMV as of the date of delivery of such cash amount;

Closing has the meaning given to such term in the Merger Agreement;

Closing Date has the meaning given to such term in the Merger Agreement;

Effective Date has the meaning given to such term in the Merger Agreement;

Escrow Account has the meaning given to such term in the Escrow Agreement;

Escrow Agreement has the meaning given to such term in the Merger Agreement;

Escrow Shares means, with respect to a particular Covenantor, such Covenantor s Pro Rata Percentage of the Total Escrow Shares, rounded to the nearest whole share;

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FMV has the meaning given to such term in the Escrow Agreement;

Ireland means Ireland (excluding Northern Ireland) and **Irish** will be construed accordingly;

Pro Rata Percentage has the meaning given to such term in the Merger Agreement;

Reorganization has the meaning given to such term in the Merger Agreement; and

Shareholders Agreement means the Shareholders Agreement dated 31 October 2007 in respect of Azur and made between Azur, Davy Corporate Finance Limited and the parties listed in Schedule 1 to that Agreement;

Total Escrow Shares means ten percent (10%) of the Ordinary Shares in the capital of Azur outstanding immediately prior to Closing, rounded to the nearest whole share.

and cognate terms will be construed accordingly.

1.2. The Schedules referred to in this Deed form an integral part of this Deed and references to this Deed include reference to them.

1.3. Headings are inserted for convenience only and do not affect the construction of this Deed.

1.4. Unless expressly stated in this Deed or the context otherwise requires, in this Deed:

1.4.1. references to persons are deemed to include references to natural persons, firms, partnerships, companies, corporations, associations, bodies corporate, trusts, investment funds, governments, states or agencies (in each case whether or not having a separate legal personality) but references to individuals are deemed to be references to natural persons only;

1.4.2. subject to clause 5.7, reference to writing or similar expressions includes transmission by facsimile or electronic means;

1.4.3. a word or phrase the definition of which is contained or referred to in section 2 of the 1963 Act has the meaning attributed to it by that definition;

1.4.4. references to Acts, statutory instruments and other legislation are to legislation operative in Ireland and to such legislation, modified, consolidated, amended or re-enacted as at the date of this Deed and any subordinate legislation made under that legislation;

1.4.5. a reference to this Deed, to any other document or to any specified provision of this Agreement or any other document is a reference to this Deed, to such other document or to such provision as in force for the time being and as amended or supplemented from time to time in accordance with its terms;

1.4.6. the terms including or includes will be interpreted so as not to limit the meaning of any words preceding such terms;

1.4.7. if any action or duty to be taken or performed under any of the provisions of this Deed would fall to be taken or performed on a day which is not a Business Day, such action or duty will be taken or performed on the Business Day next following such day;

1.4.8. all references to recitals, sections, clauses, paragraphs, schedules and annexures are to recitals in, sections, clauses and paragraphs of and schedules and annexures to this Deed;

1.4.9. all references to time are references to Irish time; and

1.4.10. words such as hereby , hereunder , hereto , hereof and herein and other words commencing with here will, unless the context indicates to the contrary, refer to the whole of this Deed and not to any particular section, clause or paragraph hereof.

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2. SHAREHOLDERS COVENANTS

In consideration of the entry by Jazz into the Merger Agreement and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Covenantors, each of the Covenantors hereby irrevocably covenants and undertakes, severally and not jointly (with the intent that such covenant shall be enforceable by Jazz and its successors and assigns) as follows:

2.1.1. he shall

(1) at any general meeting of Azur held at or prior to Closing, vote in favour of all shareholder resolutions which the shareholders of Azur are required to pass in order to give effect to the terms of Merger Agreement, including those resolutions listed in Schedule 1 thereto (the **Shareholder Resolutions**); and

(2) if and to the extent that he is provided with the Shareholder Resolutions in the form of resolutions in writing of the shareholders of Azur, he shall execute and deliver such resolutions in writing in a timely manner;

2.1.2. except in respect of any transaction between him and Azur or as otherwise contemplated by the Merger Agreement or Schedule 1 thereto, he shall not sell, transfer, encumber, grant any option over or otherwise dispose of or permit the sale, transfer, charging or other disposition or the creation or grant of any other encumbrance or option over all or any of the Azur Ordinary Shares (which for the purposes of this covenant shall include any shares issued by Azur in exchange for the Azur Ordinary Shares pursuant to the Reorganization) or Azur Options held or controlled by him or any interest in all or any thereof;

2.1.3. he shall exercise (conditional upon, and effective as of immediately prior to, Closing) the Azur Options held by him within the exercise periods determined by the board of Azur and, in any event, before the Closing Date;

2.1.4. he shall, to the extent he is a party to the Shareholders Agreement and / or a Call Option Agreement, execute and deliver prior to the Closing Date, a deed terminating the Shareholders Agreement and / or a Call Option Agreement; such terminations stated to take effect immediately prior to Closing; and

2.1.5. such Covenantor irrevocably covenants and undertakes that he will, on or within 5 Business Days following the Closing Date, either:

(1) deposit his Escrow Shares into the Escrow Account in accordance with the terms of the Escrow Agreement; or

(2) deposit the Cash Equivalent Amount into the Escrow Account in accordance with the terms of the Escrow Agreement.

3. ADDITIONAL SHAREHOLDER PARTIES

The parties to the Merger Agreement have agreed that certain additional shareholders of Azur and holders of Azur Options may become parties to this Deed after the date hereof and prior to Closing. In such event, any such additional shareholder of Azur or holder of Azur Options shall agree to be bound to this Deed pursuant to a written instrument in customary form reasonably acceptable to Azur and Jazz whereupon such person shall become a Covenantor within the meaning hereof, and the Schedule hereto shall be replaced with an updated Schedule reflecting the addition of such shareholder or holder of Azur Options.

4. TERMINATION

This Deed and the undertakings and covenants given hereunder shall terminate upon termination of the Merger Agreement in accordance with its terms. Following the Effective Date, this Deed shall terminate in respect of each Covenantor upon the date on which such Covenantor has performed his or its obligation pursuant to clause 2.1.4 hereof.

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5. MISCELLANEOUS PROVISIONS

5.1. **Assignment:** No party to this Deed may assign, transfer or novate any of its rights or obligations under this Deed without the prior written consent of the other parties.

5.2. **Costs and Expenses:** Each party to this Deed will pay its own costs of and incidental to this Deed and its implementation.

5.3. **Severability:** All of the terms and provisions of this Deed are distinct and severable and if any term or provision is held or declared to be unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority it will, to that extent only, be deemed not to form part of this Deed and the enforceability, legality and validity of the remainder of this Deed will not in any event be affected. The parties will then use all reasonable endeavours to agree to replace the unenforceable, illegal or void term or provision with a term or provision which is legal and enforceable and which has an effect that is as near as possible to the intended effect of the term or provision to be replaced.

5.4. **Remedies Cumulative:** The provisions of this Deed and the rights and remedies of the parties are independent, cumulative and are without prejudice and in addition to any other rights or remedies which a party may have whether arising under common law, statute, custom or otherwise. The exercise by a party of any one right or remedy under this Deed or at law or in equity will not (unless expressly provided in this Deed or at law or in equity) operate so as to hinder or prevent the exercise by that party of any other right or remedy.

5.5. **Waiver:** A waiver by any party or parties of any breach of any of the terms, provisions, conditions or covenants of this Deed or the acquiescence of any party or parties in any act (whether commission or omission) which but for such acquiescence would be a breach, will not constitute a general waiver of the term, provision, condition or covenant or of any subsequent act which is inconsistent with it.

5.6. **Notices:**

5.6.1. Any notice or other communication to be given or served under this Deed will be in writing, addressed to the relevant party and expressed to be a notice or communication under this Agreement and shall be delivered or sent by pre-paid registered post addressed as follows:

to the Covenantors: at the address set out opposite each in Schedule 1;

Notices to Azur (prior to the Closing) shall be addressed to:

Azur Pharma Limited.

45 Fitzwilliam Square

Dublin 2, Ireland

Attn.: CFO

Fax No.: +353 1 634 4170

with a copy (which shall not constitute notice) to:

Mayer Brown LLP

1675 Broadway

New York, New York 10019

Attn.: Reb D. Wheeler

Fax No.: (212) 849-5914

or at such other address and to the attention of such other person as Azur may designate by written notice to Jazz.

Notices to the Indemnitors Representative shall be addressed to:

Seamus Mulligan

Woodlands, Barrymore

Athlone, Co. Roscommon, Ireland

Fax No.: +353 1 260-7121

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with a copy (which shall not constitute notice) to:

Mayer Brown LLP

1675 Broadway

New York, New York 10019

Attn.: Reb D. Wheeler

Fax No.: (212) 849-5914

or at such other address and to the attention of such other person as the Indemnitors Representative may designate by written notice to Azur and to Jazz

Notices to Jazz or Azur (after the Closing) shall be addressed to:

Jazz Pharmaceuticals, Inc.

3180 Porter Drive

Palo Alto, CA 94304

Attn.: Carol Gamble, Senior VP, General Counsel and Corporate Secretary

Fax No.: (650) 496-3781

with a copy (which shall not constitute notice) to:

Cooley LLP

3175 Hanover St.

Palo Alto, California 94304

Attn.: Suzanne Sawochka Hooper and Jennifer Fonner DiNucci

Fax No.: +650-849-7400

or at such other address and to the attention of such other person as Jazz may designate by written notice to Azur.

5.6.2. A notice or other communication will be deemed to have been duly served or given:

(1) in the case of delivery, at the time of delivery; or

(2) in the case of posting, 48 hours after posting (and proof that the envelope containing the notice or communication was properly addressed, prepaid, registered and posted by airmail will be sufficient evidence that the notice or other communication has been duly served or given);

but if a notice is given or served at business premises other than between 9.00 am and 5.00 pm on a Business Day, it will be deemed to be given or served between those hours on the next following Business Day.

5.6.3. All notices or other communications will be in the English language.

5.7. **Variation:** Except as contemplated in clause 3, this Deed may not be released, discharged, supplemented, amended, varied or modified in any manner except by an instrument in writing executed by each of the parties to this Deed.

5.8. **Counterparts:** This Deed may be executed in any number of counterparts and by the several parties to it on separate counterparts, each of which when so executed will constitute an original but all of which together will evidence the same agreement.

5.9. **Governing Law:** This Deed and all relationships created by it will in all respects be governed by and construed in accordance with Irish law.

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5.10. **Jurisdiction**:

(1) The Covenantors each hereby agrees for the exclusive benefit of Jazz that any legal action or proceedings (**Proceedings**) brought against the Covenantors with respect to this Deed may be brought in the High Court in Ireland or such other competent court of Ireland as Jazz may elect, and the Covenantors waives any objection to Proceedings in such courts whether on grounds of venue or on the grounds that Proceedings have been brought in any inconvenient forum. The Covenantors hereby consent to the service by post of any process issued in connection with this Deed. Nothing in this Deed will affect the right to serve process in any other manner permitted by law.

(2) Nothing contained in this Deed will limit the right of Jazz to take Proceedings against the Covenantors in any other court of competent jurisdiction, nor will the taking of any Proceedings in any one or more jurisdictions preclude the taking by the Jazz of Proceedings in any other jurisdiction whether concurrently or not.

IN WITNESS whereof this Deed of Covenant has been duly executed as a deed by the parties on the date first above mentioned.

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SCHEDULE

THE COVENANTORS

1. **SEAMUS MULLIGAN**, of Woodlands, Barrymore, Athlone, Co. Roscommon, Ireland;

2. **DAVYCREST NOMINEES LIMITED**, a company incorporated in Ireland (Registered No.350038) whose registered office is at Davy House, 49 Dawson Street, Dublin 2, Ireland;

3. **DAVID BRABAZON** of 47 Mount Prospect Avenue, Clontarf, Dublin 3, Ireland;

4. **EUNAN MAGUIRE** of C/O Azur Pharma Inc., 1818 Market Street, Suite 2350, Philadelphia, PA 19103, United States.

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Present when the common seal of
AZUR PHARMA LIMITED

was affixed to this deed

and this deed was delivered: /s/ Brian Mckiernan
Director

/s/ James Skehan
Director/Secretary

Signed and delivered as a deed by
SEAMUS MULLIGAN /s/ Seamus Mulligan
in the presence of:
Signature of witness: /s/ Jane Fitzgerald
Name of witness: Jane Fitzgerald
Address of witness: Riverside one, Dublin 2
Occupation of witness: Solicitor

Signed and delivered as a deed by
DAVID BRABAZON /s/ David Brabazon
in the presence of:
Signature of witness: /s/ Jane Fitzgerald
Name of witness: Jane Fitzgerald
Address of witness: Riverside one, Dublin 2
Occupation of witness: Solicitor

Signed and delivered as a deed by
EUNAN MAGUIRE /s/ Eunan Maguire
in the presence of:
Signature of witness: /s/ Chris Dougherty
Name of witness: Chris Dougherty
Address of witness: 55 Hamilton Ctr.,
Philadelphia, PA
Occupation of witness: Accountant

Present when the common seal of
DAVYCREST NOMINEES
was affixed to this deed
and this deed was delivered: /s/ Brian Mckiernan
Director

/s/ Shona McNeill
Director/Secretary

[Signature Page to Deed of Covenant]

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Executed as a Deed by

JAZZ PHARMACEUTICALS, INC.

By: /s/ Bruce C. Cozadd
Name: Bruce C. Cozadd
Title: Chairman and Chief Executive Officer

[Signature Page to Deed of Covenant]

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Annex H

SUBJECT TO CONTRACT / CONTRACT DENIED

Dated September 19, 2011

THE PERSONS LISTED IN THE SCHEDULE

SEAMUS MULLIGAN AS THE INDEMNITORS REPRESENTATIVE

AZUR PHARMA LIMITED

JAGUAR MERGER SUB INC.

AND

JAZZ PHARMACEUTICALS, INC.

POWER OF ATTORNEY AND CONTRIBUTION AGREEMENT

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THIS DEED (this **Agreement**) is dated September 19, 2011 and made between:

(1) The several persons whose names and addresses are set out in the Schedule (**Indemnitors**);

(2) Seamus Mulligan of Woodlands, Barrymore, Athlone, Co., Roscommon solely in his capacity as representative for the Indemnitors (the **Indemnitors Representative**);

(3) **AZUR PHARMA LIMITED**, a limited company formed under the laws of Ireland (registered number 399192) whose registered address is 1 Stokes Place, St. Stephen s Green, Dublin 2, Ireland (**Azur**)

(4) **JAGUAR MERGER SUB INC.**, a Delaware corporation and wholly owned subsidiary of Azur (**Merger Sub**), and

(5) **JAZZ PHARMACEUTICALS, INC.,** a Delaware corporation (**Jazz**).

RECITALS

A. The Indemnitors are the legal owners of issued share capital of Azur.

B. Pursuant to an Agreement and Plan of Merger and Reorganization entered into by Azur, Merger Sub and Jazz on today s date (the **Merger Agreement**) Jazz and Azur have agreed to combine the businesses of Jazz with the business of Azur, upon the terms and subject to the conditions set forth in the Merger Agreement.

C. To ensure the full benefit of the representation and warranties of Azur contained in the Merger Agreement to Jazz and to ensure the full benefit of the indemnification provisions set forth in Article IX of the Merger Agreement to the Indemnitees, the Indemnitors have agreed to enter into this Agreement.

IT IS HEREBY AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1. In this Agreement, unless otherwise defined, all capitalised terms shall have the meaning given to them in the Merger Agreement. In addition:

Claim means a claim against any one or more of the Indemnitors pursuant to Article IX of the Merger Agreement or section 2 of this Agreement in respect of which any one or more of the Indemnitors is, or is sought to be, made liable to pay any sum of money, whether such claim is brought by one or more of the Indemnitees.

1.2. The Schedule referred to in this Agreement forms an integral part of this Agreement, and references to this Agreement include reference to it.

1.3. Unless the context otherwise requires, in this Agreement:

1.3.1. reference to writing or similar expressions includes transmission by facsimile or electronic means;

1.3.2. references to Acts, statutory instruments and other legislation are to legislation operative in Ireland and to such legislation, modified, consolidated, amended or re-enacted (whether before or after the date of this Agreement) and any subordinate legislation made under that legislation;

1.3.3. reference to any document includes that document as amended or supplemented whether before or after the date of this Agreement in accordance with the terms thereof; and

1.3.4. words importing the singular include the plural and vice versa and words importing the masculine include references to the feminine and neuter and vice versa.

2. **INDEMNITY**

From and after the Closing, each Indemnitor agrees, severally, not jointly, and pro rata (based on each such Indemnitor s Pro Rata Percentage), to indemnify and hold harmless each of the Indemnitees from and against, and to pay and reimburse each of the Indemnitees for the amount of, any and all Losses in respect of which the Indemnitors are determined, pursuant to and in accordance with Article IX of the Merger

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Agreement (as if each of the Indemnitors were party to the Merger Agreement), to owe such obligation to indemnify, hold harmless from and against, and pay and reimburse the Indemnitees, in all cases, subject to and in accordance with the terms, conditions and limitations set forth in the Merger Agreement, including, without limitation, those set forth in Article IX and section 11.2 of the Merger Agreement. In no event shall anything contained in this Agreement be deemed to expand, increase or modify any obligation of any Indemnitor determined pursuant to Article IX of the Merger Agreement (as if each of the Indemnitors were party to the Merger Agreement).

3. **APPOINTMENT OF INDEMNITORS REPRESENTATIVE**

3.1. Each of the Indemnitors agrees and acknowledges and warrants and represents to each of the other parties to this Agreement that:

3.1.1. the Indemnitors Representative shall, on behalf of each of the Indemnitors have full and irrevocable power and authority:

(1) to enter into the Escrow Agreement and the other Related Agreements for and on behalf of each of the Indemnitors;

(2) to take any action, give any consent and to do or omit to do anything in connection with any Claim or pursuant to the powers and authorities vested in him or contemplated by the Merger Agreement, this Agreement, the Escrow Agreement or the other Related Agreements including, without limitation, disputing, electing not to dispute, or settling any Claim; and

(3) where any Claim against an Indemnitor has been settled or determined, in each case as contemplated by the Merger Agreement, this Agreement or the Escrow Agreement, to direct the Escrow Agent to release any amount in respect of such Claim in the manner contemplated by the Escrow Agreement,

and the Indemnitees may liaise and agree matters exclusively with the Indemnitors Representative in respect of a Claim or as otherwise provided in the Merger Agreement and the Related Agreements and the Indemnitors Representative shall have no liability to the Indemnitors (or any of them) in respect of any action taken by him or any omission to take action by him in relation to any Claim or pursuant to the Merger Agreement, this Agreement, the Escrow Agreement or the other Related Agreements except to the extent that he has acted fraudulently.

3.1.2. a decision, act, consent or instruction of the Indemnitors Representative in relation to the matters referred to in section 3.1.1 above shall constitute a decision of all the Indemnitors and shall be final, binding and conclusive upon each of the Indemnitors, and the Indemnitees and the Escrow Agents may rely upon any such decision, act, consent or instruction of the Indemnitors Representative in relation to any such matter as being the decision, act, consent or instruction of each of the Indemnitors.

3.2. Each of the Indemnitors shall severally and pro rata (based on their respective Pro Rata Percentages) indemnify the Indemnitors Representative and hold the Indemnitors Representative harmless against any loss, damage, injury, liability or expense incurred by him in taking any action, giving any consent or doing or omitting to do anything in his capacity as Indemnitors Representative or in connection with any Claim (including disputing or settling any Claim), including the fees and expenses of any legal counsel retained by the Indemnitors Representative together with all other reasonable expenses incurred by the Indemnitors Representative in his capacity as Indemnitors Representative in connection with a Claim. The Indemnitors Representative may request payment of expenses in advance of incurring an expense and the Indemnitors shall make payment of an amount in proportion to their respective Pro Rata Percentages, within five Business Days of a request.

3.3.

For the purpose of giving further effect to this section 3, each of the Indemnitors hereby duly appoints the Indemnitors Representative as his attorney-in-fact (with full power of substitution)

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with full power to (1) take any and all actions or refrain from taking any actions and (2) execute, complete and deliver in the name and on behalf of the Indemnitors all agreements, instruments, certificates, statements, notices, waivers, undertakings, amendments, deeds, or other documents, that the Indemnitors Representative determines in his reasonable discretion is necessary, appropriate or advisable to give effect to the provisions of section 3.1.1.

3.4. The appointments in section 3.3 are, subject to section 3.5, irrevocable and are given to secure the performance of the obligations of each appointor under this Agreement.

3.5. If at any time Indemnitors representing greater than 50 per cent. of the Azur Ordinary Shares (as calculated by reference to the register of members of Azur at the end of the Business Day prior to Closing) notify Azur and Jazz in writing that they wish to replace the existing Indemnitors Representative with another Indemnitor (whose identity is specified in such notice), that other Indemnitor shall be deemed to be the Indemnitors Representative with effect from service of such notice.

3.6. In the event of the death or incapacity of the Indemnitors Representative or the Indemnitors Representative informing the Indemnitors that he wishes to resign as Indemnitors Representative, the Indemnitors agree to appoint, within the 30-day period immediately following the date of the death or incapacity or date of notice of resignation (which resignation may not take effect for a period of 30 days from such date of notice) of the Indemnitors Representative, a successor who is acceptable to a majority in number of the other Indemnitors (excluding the Indemnitors Representative) and who agrees in writing to accept that appointment in accordance with this clause 3.

3.7. The parties agree that any replacement of the Indemnitors Representative pursuant to the foregoing section 3.5 or section 3.6 shall become the Indemnitors Representative for all purposes under the Merger Agreement, the Escrow Agreement and the Related Agreements and the parties shall take such action as is necessary to notify the Escrow Agent and any other applicable third parties of such appointment.

3.8. The Indemnitors Representative shall have no duties or responsibilities except those expressly set forth herein and in the Merger Agreement and the Related Agreements. The Indemnitors Representative shall be entitled to engage such counsel, experts and other agents and consultants as it shall deem appropriate in connection with exercising its powers and performing its function hereunder and shall be entitled to conclusively rely on the opinions and advice of such Persons.

3.9. The relationship created herein is not to be construed as a joint venture or any form of partnership between or among the Indemnitors Representative and the Indemnitors for any purpose of Law, including without limitation, income tax purposes.

3.10. The power of attorney created by this clause 3 is coupled with an interest and shall be binding upon and enforceable against the respective heirs, personal representatives, successors and assigns of the Indemnitors, and the power of attorney created hereby shall not be revoked or terminated by the death, disability, bankruptcy, incompetence or dissolution of any Indemnitor, or his, her or its respective heirs, personal representatives, successors or assigns.

3.11. The Indemnitors shall promptly execute and deliver all such documents, and do all such things, as may from time to time be reasonably required for the purpose of giving full effect to the provisions of this clause 3.

4. **ADDITIONAL SHAREHOLDER PARTIES**

The parties to the Merger Agreement have agreed that certain additional shareholders of Azur and holders of Azur Options may become parties to this Agreement after the date hereof and prior to Closing. In such event, any such additional shareholder of Azur or holder of Azur Options shall agree to be bound to this Agreement pursuant to a written instrument in customary form reasonably acceptable to Azur and Jazz whereupon

such person shall become an Indemnitor within the meaning hereof, and the Schedule hereto shall be replaced with an updated Schedule reflecting the addition of such shareholder or the holder of Azur Options.

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5. **MISCELLANEOUS PROVISIONS**

5.1. **Severability**: All the terms and provisions of this Agreement are distinct and severable, and if any term or provision is held or declared to be unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority it will to that extent only be deemed not to form part of this Agreement, and the enforceability, legality and validity of the remainder of this Agreement will not in any event be affected.

5.2. **Assignment**: No Indemnitor may, without the prior written consent of Jazz, assign, transfer, charge or grant any other security interest over or otherwise deal in any other manner with this Agreement or any of his rights under it, or purport to do any of the same, nor sub-contract any or all of his obligations under this Agreement.

5.3. **Set-Off**: All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law and none of the Indemnitors shall be entitled to assert any credit, set-off or counterclaim against any other Indemnitor or any other party to this Agreement in order to justify withholding payment of any such amount in whole or in part.

5.4. **Variation and Waiver**:

5.4.1. Except as contemplated in Clause 4, any variation of this Agreement shall be in writing and signed by or on behalf of each of the parties to it.

5.4.2. Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given and shall not prevent the party which has given the waiver from subsequently relying on the provision it has waived.

5.4.3. No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.

5.4.4. No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.

5.4.5. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

5.5. **Counterparts**: This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

5.6. **Successors**: The rights and obligations of the Indemnitors under this Agreement shall continue for the benefit of and shall be binding on their respective successors and assigns.

5.7. **Notices**. All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally, sent by documented internationally-recognised overnight delivery service or, to the extent receipt is confirmed, telecopy, facsimile or

other electronic transmission service to the appropriate address or number as set forth below.
Notices to Azur (prior to the Closing) shall be addressed to:

Azur Pharma Limited.

45 Fitzwilliam Square

Dublin 2, Ireland

Attn.: CFO

Fax No.: +353 1 634 4170

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with a copy (which shall not constitute notice) to:

Mayer Brown LLP

1675 Broadway

New York, New York 10019

Attn.: Reb D. Wheeler

Fax No.: (212) 849-5914

or at such other address and to the attention of such other person as Azur may designate by written notice to Jazz.

Notices to the Indemnitors Representative shall be addressed to:

Seamus Mulligan

Woodlands, Barrymore

Athlone, Co. Roscommon, Ireland

Fax No.: +353 1 260-7121

with a copy (which shall not constitute notice) to:

Mayer Brown LLP

1675 Broadway

New York, New York 10019

Attn.: Reb D. Wheeler

Fax No.: (212) 849-5914

or at such other address and to the attention of such other person as the Indemnitors Representative may designate by written notice to Azur and to Jazz.

Notices from the Indemnitors Representative to any Indemnitor shall be sent to such Indemnitor s address as set forth on the signature pages hereto, or at such other address and to the attention of such other person as such Indemnitor may designate by written notice to the Indemnitors Representative

Notices to Jazz or Azur (after the Closing) shall be addressed to:

Jazz Pharmaceuticals, Inc.

3180 Porter Drive

Palo Alto, CA 94304

Attn.: Carol Gamble, Senior VP, General Counsel and Corporate Secretary

Fax No.: (650) 496-3781

with a copy (which shall not constitute notice) to:

Cooley LLP

3175 Hanover St.

Palo Alto, California 94304

Attn.: Suzanne Sawochka Hooper and Jennifer Fonner DiNucci

Fax No.: +650-849-7400

or at such other address and to the attention of such other person as Jazz may designate by written notice to Azur.

5.8. **Governing Law and Jurisdiction**

Section 11.2 of the Merger Agreement shall apply to this Agreement, *mutatis mutandis*.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed as a Deed on the date first herein written.

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SCHEDULE

PARTICULARS OF INDEMNITORS

1. **SEAMUS MULLIGAN**, of Woodlands, Barrymore, Athlone, Co. Roscommon, Ireland;

2. **DAVYCREST NOMINEES LIMITED**, a company incorporated in Ireland (Registered No.350038) whose registered office is at Davy House, 49 Dawson Street, Dublin 2, Ireland;

3. **DAVID BRABAZON** of 47 Mount Prospect Avenue, Clontarf, Dublin 3, Ireland;

4. **EUNAN MAGUIRE** of C/O Azur Pharma Inc., 1818 Market Street, Suite 2350, Philadelphia, PA 19103, United States.

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Present when the common seal of
AZUR PHARMA LIMITED

was affixed to this deed

and this deed was delivered: /s/ Brian McKiernan
Director

/s/ James Skehan
Director/Secretary

Signed and delivered as a deed by
SEAMUS MULLIGAN /s/ Seamus Mulligan

in the presence of:
Signature of witness: /s/ Jane Fitzgerald
Name of witness: Jane Fitzgerald
Address of witness: Riverside one, Dublin 2
Occupation of witness: Solicitor

Signed and delivered as a deed by
DAVID BRABAZON /s/ David Brabazon

in the presence of:
Signature of witness: /s/ Jane Fitzgerald
Name of witness: Jane Fitzgerald
Address of witness: Riverside one, Dublin 2
Occupation of witness: Solicitor

Signed and delivered as a deed by
EUNAN MAGUIRE /s/ Eunan Maguire

in the presence of:
Signature of witness: /s/ Chris Dougherty
Name of witness: Chris Dougherty
Address of witness: 55 Hamilton Ctr.,
Philadelphia, PA
Occupation of witness: Accountant

Present when the common seal of
DAVYCREST NOMINEES

was affixed to this deed

and this deed was delivered: /s/ Brian McKiernan
Director

/s/ Shona McNeill
Director/Secretary

[Signature Page to Power of Attorney and Contribution Agreement]

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Executed as a Deed by
JAGUAR MERGER SUB INC.
By: /s/ Eunan Maguire
Name: Eunan Maguire
Title: President

Executed as a Deed by
JAZZ PHARMACEUTICALS, INC.
By: /s/ Bruce C. Cozadd
Name: Bruce C. Cozadd
Title: Chairman and Chief Executive Officer

[Signature Page to Power of Attorney and Contribution Agreement]

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Annex I

FORM OF

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the ***Agreement***) is made as of the Effective Date (as defined below) by and among [**Azur Pharma Limited**, a limited company formed under the laws of Ireland (registered number 399192) whose registered address is 1 Stokes Place, St. Stephen s Green, Dublin 2, Ireland][**Azur Pharma, plc**, a public limited company incorporated in Ireland (registered number [ ]) whose registered address is 1 Stokes Place, St. Stephen s Green, Dublin 2, Ireland] (the ***Company***), and each Person listed on **Exhibit A** hereto (each an ***Azur Investor*** and collectively, the ***Azur Investors***).

WHEREAS, the Company, Jaguar Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of the Company (***Merger Sub***), Jazz Pharmaceuticals, Inc., a Delaware corporation (***Jazz***), and Seamus Mulligan, solely in his capacity as the representative for the Azur Securityholders, entered into an Agreement and Plan of Merger and Reorganization, dated as of September 19, 2011 (the ***Merger Agreement***), pursuant to which, among other things, the Reorganization will be effected and Merger Sub will merge with and into Jazz (the ***Merger***), and Jazz, as the surviving corporation of the Merger, shall become an wholly owned subsidiary of the Company upon the terms and conditions set forth in the Merger Agreement; and

WHEREAS, this Agreement is being executed and delivered pursuant to the terms of the Merger Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1 Definitions. In addition to the terms defined elsewhere in this Agreement, capitalized terms that are not otherwise defined herein have the meanings given to such terms in the Merger Agreement. Additional definitions are as follows:

1.1 ***Effective Date*** means the date that this Agreement is executed and delivered by the Company and each of the Azur Investors.

1.2 ***Form S-3*** means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC that permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

1.3 ***Holder*** means any person owning or having the right to acquire Registrable Securities, but only if such holder is an Azur Investor or any assignee thereof in accordance with Section 3.1 hereof.

1.4 ***Majority Holders*** means, as applicable, (i) prior to the Closing, the Azur Investors who hold a majority-in-interest of the Ordinary Shares then held by all Azur Investors or (ii) as of and following the Closing, the Holders of a majority-in-interest of the then outstanding Registrable Securities.

1.5 ***Ordinary Shares*** means the ordinary shares of $[0.01] each of the Company.

1.6 ***Prospectus*** means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated by the SEC pursuant to the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any

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portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to such prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such prospectus.

1.7 ***register***, ***registered***, and ***registration*** refer to a registration effected by preparing and filing a registration statement or similar document in compliance with the Securities Act, and the declaration or ordering of effectiveness of such registration statement or document.

1.8 ***Registrable Securities*** means the Shares; *provided, however*, that no Shares shall be deemed Registrable Securities for purposes of this Agreement to the extent such Shares (x) have been sold to the public pursuant to a registration statement or pursuant to Rule 144, or (y) have been sold, transferred or otherwise disposed of by a Person in a transaction in which its rights under this Agreement were not assigned in accordance with Section 3.1 or (z) are held by a Holder whose rights to cause the Company to register Shares pursuant to this Agreement have terminated in accordance with Section 2.7 of this Agreement.

1.9 ***Registration Expenses*** means all expenses incurred by the Company in complying with Section 2 of this Agreement, including, without limitation, (a) all federal and state registration, qualification and filing fees, (b) printing expenses, (c) fees and disbursements of counsel for the Company (including the fees related to the delivery of customary opinions and 10b-5 negative assurance letters to the underwriters in connection with any Permitted Underwritten Offering), (d) the fees and expenses of the Company s auditors in connection with any regular or special audits incident to or required by any such registration or the preparation and delivery of comfort letters customarily delivered to the underwriters in connection with any Permitted Underwritten Offering, (e) all of the Company s word processing, duplicating, printing, messenger and delivery expenses, (f) the Company s internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), (g) the fees and expenses of any special experts retained by the Company in connection with such registration and amendments and supplements to the Registration Statement and Prospectus, (h) premiums and other costs of the Company for policies of insurance against liabilities of the Company arising out of any public offering of the Registrable Securities being registered, to the extent that the Company in its sole discretion elects to obtain and maintain such insurance and (i) the reasonable fees and disbursements, not to exceed an aggregate of fifty thousand dollars ($50,000) during the term of this Agreement, of one special counsel for all Holders incurred in connection with the registration of the Registrable Securities hereunder.

1.10 ***Registration Statement*** means any registration statement of the Company filed under the Securities Act that covers the resale of all or any portion of the Registrable Securities pursuant to the provisions of Section 2.1 of this Agreement.

1.11 ***Rule 144*** means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

1.12 ***Rule 145*** means Rule 145 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

1.13 ***Rule 415*** means Rule 415 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

1.14 ***Rule 416*** means Rule 416 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

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1.15 ***S-4 Registration Statement*** has the same meaning as the term Registration Statement as defined in Section 1.1 of the Merger Agreement.

1.16 ***S-4 Registration Statement Effectiveness Date*** means the date on which the S-4 Registration Statement is declared effective by the SEC.

1.17 ***SEC Guidance*** means (i) any publicly-available written or oral guidance, or comments, requirements or requests of the SEC staff and (ii) the Securities Act and the rules and regulations thereunder.

1.18 ***Selling Expenses*** means all underwriting discounts and selling commissions applicable to the sale of Registrable Securities pursuant to this Agreement, and all fees and disbursements of counsel to the Holders that are not included in Registration Expenses.

1.19 ***Shares*** means collectively, (i) all Ordinary Shares that are or will be (as applicable) held by the Azur Investors on the Closing Date, immediately after giving effect to the Closing, and (ii) any Ordinary Shares issued after the Closing as (or issuable upon the conversion or exercise of any warrant, right or other security that is issued as) a dividend or other distribution with respect to, or in exchange for, or in replacement of, the Ordinary Shares referenced in (i) above.

2 Registration Rights.

2.1 Shelf Registration.

(a) As soon as reasonably practicable following the initial filing by the Company of the S-4 Registration Statement with the SEC, the Company shall prepare, and as soon as reasonably practicable (taking into consideration any applicable SEC Guidance) after the S-4 Registration Statement Effectiveness Date (or such later date as shall be mutually agreed by the Company and the Majority Holders), the Company shall file with the SEC a shelf Registration Statement covering the resale of all of the Registrable Securities (based on the number thereof as estimated by the Company to be outstanding on the Closing Date at the time of filing of such Registration Statement) for an offering to be made on a continuous basis pursuant to Rule 415 or, if Rule 415 is not available for offers and sales of the Registrable Securities, by such other means of distribution of Registrable Securities as the Majority Holders may reasonably specify (the ***Initial Registration Statement***). The Initial Registration Statement shall be on Form S-3 (except if the Company is then ineligible pursuant to SEC Guidance to register for resale the Registrable Securities on Form S-3, in which case such registration shall be on Form S-1) subject to the provisions of Section 2.1(e) and shall contain (except if otherwise required pursuant to written comments received from the SEC upon a review of such Registration Statement) the Plan of Distribution section attached hereto as Annex I. Notwithstanding the registration obligations set forth in this Section 2.1(a) and Section 2.1(b), in the event the SEC informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly (i) inform each of the Holders thereof and use its reasonable best efforts to file amendments to the Initial Registration Statement as required by the SEC or (ii) withdraw the Initial Registration Statement and file a new registration statement (a ***New Registration Statement***), in either case covering the maximum number of Registrable Securities permitted to be registered by the SEC, on Form S-3 or such other form available to register for resale the Registrable Securities as a secondary offering; *provided, however*, that prior to filing such amendment or New Registration Statement, the Company shall be obligated to use its reasonable best efforts to advocate with the SEC for the registration of all of the Registrable Securities in accordance with the SEC Guidance, including without limitation, Section 612.09 of the Compliance and Disclosure Interpretations of the staff of the Division of Corporation Finance with respect Rule 415, dated January 26, 2009. Notwithstanding any other provision of this Agreement, if any SEC Guidance sets forth a limitation of the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used reasonable best efforts to advocate with the SEC for the registration of all or a greater number of Registrable Securities), the number of

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Registrable Securities to be registered on such Registration Statement will be reduced on a *pro rata* basis based on the total number of unregistered Registrable Securities held by such Holders (if prior to the Closing, based on the number thereof as estimated by the Company to be outstanding as of the Closing at such time), subject to any determination by the SEC that certain Holders must be reduced first based on the number of Registrable Securities held by such Holders. In the event the Company amends the Initial Registration Statement or files a New Registration Statement, as the case may be, under clauses (i) or (ii) above, the Company will use its reasonable best efforts to file with the SEC, as promptly as allowed by SEC Guidance, one or more registration statements on Form S-3 (except if the Company is then ineligible to register for resale the Registrable Securities on Form S-3, in which case such registrations shall be on Form S-1) to register for resale those Registrable Securities that were not registered for resale on the Initial Registration Statement, as amended, or the New Registration Statement.

(b) The Company shall use its reasonable best efforts (i) to cause the Initial Registration Statement (as may be amended) or the New Registration Statement, as applicable, to become or to be declared effective by the Closing Date or as soon as reasonably practicable thereafter, (ii) with respect to each other Registration Statement filed pursuant to Section 2.1(a), to cause each such Registration Statement to become or to be declared effective as soon as reasonably practicable after the filing thereof, and (iii) subject to Section 2.3(a) hereof, to keep each Registration Statement continuously effective under the Securities Act until the earlier of (x) such time as all of the Registrable Securities covered by such Registration Statement have been publicly sold by the Holders or (y) the date on which all Shares covered by such Registration Statement cease to be Registrable Securities hereunder (the ***Effectiveness Period***).

(c) The Company shall ensure that each Registration Statement (including any amendments or supplements thereto and prospectuses contained therein) shall comply with the requirements of the Securities Act and the rules and regulations promulgated thereunder and shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein (in the case of Prospectuses, in the light of the circumstances in which they were made) not misleading. Each Registration Statement shall also cover, to the extent allowable under the Securities Act and the rules promulgated thereunder (including Rule 416), such indeterminate number of additional Ordinary Shares resulting from stock splits, stock dividends or similar transactions with respect to the Registrable Securities.

(d) Each Holder agrees to furnish to the Company a completed Questionnaire in the form attached to this Agreement as Annex II (a ***Selling Shareholder Questionnaire***) on a date that is not less than five (5) Business Days prior to the date of filing of a Registration Statement. Each Holder further agrees that it shall not be entitled to be named as a selling securityholder in a Registration Statement or use the Prospectus for offers and resales of Registrable Securities at any time, unless such Holder has returned to the Company a completed and signed Selling Shareholder Questionnaire. If a Holder of Registrable Securities returns a Selling Shareholder Questionnaire after the deadline specified in the previous sentence, the Company shall use its reasonable best efforts to take such actions as are required to name such Holder as a selling securityholder in the Registration Statement or any pre-effective or post-effective amendment thereto and to include (to the extent not theretofore included) in the Registration Statement the Registrable Securities identified in such late Selling Shareholder Questionnaire; *provided*, *however*, that the Company shall not in any event be obligated to effect more than two (2) such post-effective amendments under this Section 2.1(d) in any twelve-month period (each such post-effective amendment, a ***Holder POSAM***). Each Holder acknowledges and agrees that the information in the Selling Shareholder Questionnaire will be used by the Company in the preparation of the Registration Statement and hereby consents to the inclusion of such information in the Registration Statement.

(e) In the event that Form S-3 is not available for the registration of the resale of Registrable Securities hereunder, the Company shall (i) register the resale of the Registrable Securities on Form S-1 or another appropriate form reasonably acceptable to the Majority Holders, and (ii) undertake to register the Registrable Securities on Form S-3 as soon as such form is available, *provided* that, subject to Section 2.3(a) hereof, the Company shall maintain the effectiveness of such Registration Statement that is on a form other than

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Form S-3 then in effect, until such time as a Registration Statement on Form S-3 covering the Registrable Securities has been declared effective by the SEC.

(f) Holders shall be entitled to offer and sell their Registrable Securities pursuant to an underwritten public offering provided that the aggregate amount of Registrable Securities to be offered and sold in such offering (i) represent not less than five percent (5%) of the total amount of Ordinary Shares outstanding at such time or (ii) are reasonably expected to result in aggregate gross proceeds of not less than $50 million (each such underwritten offering, a ***Permitted Underwritten Offering***). In the event that Holders intend to sell Registrable Securities in a Permitted Underwritten Offering, the Holders intending to participate in any such Permitted Underwritten Offering (the ***Participating Holders***) shall so notify the Company, which notice shall be delivered to the Company not less than twenty (20) days prior to the date the underwriting agreement for such Permitted Underwritten Offering is entered into by the Company (the ***Underwriting Notice***). The managing underwriter(s) for any Permitted Underwritten Offering shall be selected by the Holders of a majority-in-interest of the Registrable Securities to be offered in such Permitted Underwritten Offering, with the consent of the Company (which consent shall not be unreasonably withheld). In connection with any Permitted Underwritten Offering, (x) the Company agrees, subject to clause (y), to enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter(s) of such Permitted Underwritten Offering and (y) each Holder participating in such Permitted Underwritten Offering shall also enter into and perform its obligations under such underwriting agreement and such other documents reasonably required by the Company or such managing underwriter(s) to be executed in connection therewith. Notwithstanding the foregoing: (A) if the Company furnishes to the Participating Holders a certificate signed by the Company s principal executive officer that in the good faith judgment of the Board of Directors of the Company, it would be materially detrimental to the Company and its stockholders for a Permitted Underwritten Offering to be effected at such time, the Company shall have the right to defer such Permitted Underwritten Offering for a period of not more than sixty (60) days from the date of the Underwriting Notice, *provided* that the Company shall not exercise this deferral right more than once in any twelve (12) month period; (B) the Company shall not be obligated to take any action to effect any Permitted Underwritten Offering during the ninety (90) day period following the closing of any underwritten public offering of the Company s securities (including a Permitted Underwritten Offering); and (C) the Company shall not be obligated to take any action to effect (a) more than two (2) Permitted Underwritten Offerings in any twelve (12) month period and (b) more than three (3) Permitted Underwritten Offerings during the term of this Agreement.

2.2 Obligations of the Company. In addition to the other obligations of the Company set forth in this Agreement, the Company shall:

(a) not less than five (5) Business Days prior to the filing of a Registration Statement (other than the Initial Registration Statement) and not less than three (3) Business Days prior to the filing of any related Prospectus or any amendment or supplement thereto (except for annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and any similar or successor reports, including any proxy statements under the Exchange Act (collectively, the ***SEC Reports***)), the Company shall furnish to the Holders (or, in lieu thereof, the Holders counsel described in Section 2.2(b), if any) copies of such Registration Statement, Prospectus or amendment or supplement thereto, as proposed to be filed; *provided*, *however*, that (i) the Company shall not be required to furnish to the Holders any prospectus supplement being prepared and filed solely to name new or additional selling securityholders unless such Holders are named in such prospectus supplement, (ii) in the event that any Registration Statement is on Form S-1 (or other form which does not permit incorporation by reference), the Company shall not be required to furnish to the Holders any prospectus supplement containing information included in an SEC Report that would be incorporated by reference in such Registration Statement if such Registration Statement were on Form S-3 (or other form which permits incorporation by reference), and (iii) the Company shall furnish a copy of the Initial Registration Statement to the Holders within two (2) Business Days after it has been filed with the SEC;

(b) permit a single firm of counsel (which such counsel shall be confirmed to the Company in writing) designated by the Holders of a majority-in-interest of the Registrable Securities covered by a

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Registration Statement to review such Registration Statement and all amendments and supplements thereto within a reasonable period of time prior to the filing thereof (but only to the extent any such amendment or supplement is required to be furnished to the Holders pursuant Section 2.2(a) above), and use reasonable best efforts to reflect in such documents any comments as such counsel may reasonably propose;

(c) subject to Section 2.3(a), prepare and file with the SEC such amendments and supplements to a Registration Statement and the Prospectus used in connection with such Registration Statement as may be necessary to keep such Registration Statement in compliance with the requirements of the Securities Act and the rules and regulations promulgated thereunder and current, effective and free from any material misstatement or omission to state a material fact during the Effectiveness Period;

(d) furnish to any Holder with respect to the Registrable Securities registered under a Registration Statement such number of copies of such Registration Statement, Prospectuses and preliminary prospectuses in conformity with the requirements of the Securities Act and the rules and regulations promulgated thereunder and such other documents as the Holder may reasonably request, in order to facilitate the public sale or other disposition of all or any of the Registrable Securities by the Holder;

(e) use its reasonable best efforts to register and qualify the Registrable Securities covered by a Registration Statement under such other securities or blue sky laws of such jurisdictions as shall be reasonably requested by the Holders; *provided* that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any state or jurisdiction in which it is not now qualified or has not consented;

(f) notify the Holders in writing as promptly as reasonably possible (and, in the case of (i)(A) below, not less than three (3) Business Days prior to such filing): (i)(A) when a Prospectus or any prospectus supplement (but only to the extent notice is required under Section 2.2(a) above) or post-effective amendment to a Registration Statement is proposed to be filed, (B) when the SEC notifies the Company whether there will be a review of such Registration Statement and whenever the SEC comments in writing on such Registration Statement (in which case the Company shall provide true and complete copies thereof and all written responses thereto to each of the Holders, but not information which the Company reasonably believes would constitute material non-public information) and (C) with respect to each Registration Statement or any post-effective amendment, when the same has been declared effective; (ii) of any request by the SEC or any other Governmental Authority for amendments or supplements to a Registration Statement or Prospectus or for additional information; (iii) of the issuance by the SEC of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Legal Proceeding for that purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Legal Proceeding for such purpose; (v) of the occurrence of any event or passage of time that makes the financial statements included or incorporated by reference in a Registration Statement ineligible for inclusion or incorporation by reference therein or any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to such Registration Statement, Prospectus or other documents so that, in the case of such Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, or any form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading; and (vi) of the occurrence or existence of any pending corporate development with respect to the Company that the Company believes may be material and that, in the determination of the Company, makes it not in the best interest of the Company to allow continued availability of a Registration Statement or Prospectus; *provided*, that each Holder shall agree to keep any and all of such information confidential until such information otherwise becomes public; *provided*, *further*, that notwithstanding each Holder s agreement to keep such information confidential, each such Holder makes no acknowledgement that any such information is material non-public information;

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(g) following the occurrence of any event contemplated by Section 2.2(f)(v), as promptly as reasonably possible, prepare a supplement or amendment, including a post-effective amendment, to the affected Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, no Registration Statement nor any Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, or any form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading and provide to each Holder such number of copies as may be reasonably requested of the Prospectus as so amended or supplemented;

(h) use its reasonable best efforts to cause all such Registrable Securities registered pursuant to this Section 2 to be listed on each securities exchange and trading system on which the Ordinary Shares are then listed;

(i) use its reasonable best efforts to prevent the issuance of any stop order by the SEC suspending the effectiveness of a Registration Statement or to obtain its withdrawal if such stop order should be issued;

(j) comply with all applicable rules and regulations of the SEC under the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by a Registration Statement, including without limitation, Rule 172 under the Securities Act, file any final prospectus, including any supplement or amendment thereof, with the SEC pursuant to Rule 424 under the Securities Act, promptly inform the Holders in writing if, at any time during the period of effectiveness of a Registration Statement, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, the Holders are required to make available a prospectus in connection with any disposition of the Registrable Securities and take such other actions as may be necessary to facilitate the registration of the Registrable Securities hereunder;

(k) use its reasonable best efforts to avoid the issuance of or, if issued, obtain the withdrawal of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction;

(l) at any time after the filing of the Initial Registration Statement and throughout the Effectiveness Period, make available, upon written request, at reasonable times at the Company s principal place of business or such other reasonable place for inspection by the Holders who shall certify to the Company that they have a current intention to sell Registrable Securities pursuant to a Registration Statement, the Holders counsel described in Section 2.2(b) and any underwriter(s) of a Permitted Underwritten Offering and counsel for such underwriter(s), such financial and other information and books and records of the Company, and cause the officers, employees, counsel and independent certified public accountants of the Company to respond to such inquiries, as shall be reasonably necessary, in such counsel s reasonable belief, to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act; *provided*, *however*, that each such party shall be required to agree in writing pursuant to a customary confidentiality agreement to maintain in confidence and not to disclose to any other person any information or records designated by the Company as being confidential, until such time as (A) such information becomes a matter of public record (whether by virtue of its inclusion in a Registration Statement or otherwise) or (B) such person shall be required to disclose such information pursuant to a subpoena or order of any court or other governmental agency or body having jurisdiction over the matter (subject to the requirements of such order, and only after such person shall have given the Company prompt prior written notice of such requirement to allow the Company at its expense to undertake appropriate action to prevent disclosure of the information designated as confidential by the Company); and

(m) cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to a Registration Statement (or electronic book entries in lieu thereof), which certificates shall be free, to the extent permitted by law, of all

restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holders may reasonably request.

2.3 Obligations of Holders.

(a) Suspension Notice.

(i) Each Holder further agrees by its acquisition of such Registrable Securities that, upon receipt of (i) a notice from the Company of the occurrence of any event of the kind described in Section 2.2(f)(ii)-(vi) and/or (ii) the notice required by 2.2(f)(i)(A) with respect to any post-effective amendment to a Registration Statement (each a ***Suspension Notice***), such Holder will, regardless of whether the Company has breached its obligations under Section 2.3(a)(ii), forthwith discontinue disposition of such Registrable Securities under the Registration Statement for the period (the ***Suspension Period***) beginning on the receipt of such Suspension Notice by the Holder until the Holders are advised in writing (the ***Advice***) by the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed.

(ii) The Company shall use its reasonable best efforts to not allow any Suspension Period (other than a Suspension Period caused by a Holder POSAM) to exceed 30 consecutive days and the aggregate of all Suspension Periods (excluding any Suspension Period caused by a Holder POSAM) to exceed 90 days in any twelve-month period.

(iii) Subject to Section 2.3(b), notwithstanding the receipt of a Suspension Notice from the Company, any Holder may sell its Registrable Securities pursuant to Rule 144 or otherwise (other than pursuant to or under the Registration Statement), *provided that* at the time of such sale such Holder is not in possession of material non-public information.

(b) Transfer Restrictions. Each Holder covenants and agrees that the Shares may be disposed of only pursuant to an effective registration statement under, and in compliance with the requirements of, the Securities Act (including a Registration Statement hereunder), or pursuant to an available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, and in compliance with any applicable U.S. state and federal securities laws. In connection with any transfer of Shares other than (i) pursuant to an effective registration statement (including a Registration Statement hereunder), (ii) to the Company, (iii) to an Affiliate of a Holder or (iv) pursuant to Rule 144 (*provided that* the Holder provides the Company with reasonable assurances (in the form of seller and broker representation letters) that the securities may be sold pursuant to such rule), the Company may require the transferor thereof to provide, and the transferor agrees to provide, to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Shares under the Securities Act.

2.4 Expenses of Registration. All Registration Expenses shall be borne by the Company. All Selling Expenses shall be borne by the holders of the securities registered or sold, as applicable, *pro rat*a on the basis of the number of Registrable Securities registered or sold, as applicable, except that Selling Expenses constituting any fees, commissions or discounts of any underwriter or broker dealer or any transfer taxes or stamp duties shall be payable by the Holder of the Registrable Securities to which such fees, commissions, discounts, taxes or duties relate.

2.5 Indemnification. In the event any Registrable Securities are included in a Registration Statement contemplated by this Agreement:

(a) The Company shall, notwithstanding any termination of this Agreement, indemnify, defend and hold harmless each Holder, the officers, directors, agents, partners, members, managers, shareholders, Affiliates and employees of each of them, any underwriter (as defined in the Securities Act) for such Holder, any

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each Person who controls any such Holder or underwriter (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, partners, members, managers, shareholders, agents and employees of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys fees and disbursements and costs and expenses of investigating and defending any such loss, claim, damage, liability or related action or proceeding) (collectively, ***Losses***), as incurred, that arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus or any form of prospectus, any issuer free writing prospectus (as defined in Rule 433 under the Securities Act) or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, preliminary prospectus, form of prospectus, issuer free writing prospectus, or supplement thereto, in light of the circumstances under which they were made) not misleading, or any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities laws or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities laws, except to the extent, but only to the extent, that (A) such untrue statements, alleged untrue statements, omissions or alleged omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder s proposed method of distribution of Registrable Securities and was reviewed and approved by such Holder expressly for use in the Registration Statement, such Prospectus, preliminary prospectus, form of prospectus or issuer free writing prospectus or in any amendment or supplement thereto (it being understood that each Holder has approved Annex I hereto for this purpose), (B) in the case of an occurrence of an event of the type specified in Sections 2.2(f)(i)(A) (with respect to any post-effective amendment to a Registration Statement) and 2.2(f)(ii)-(vi), related to the use by a Holder or any underwriter retained by such Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of the Advice contemplated and defined in Section 2.3(a), but only if and to the extent that following the receipt of the Advice the misstatement or omission giving rise to such Loss would have been corrected in a Prospectus (as then amended or supplemented) or supplement thereto delivered to such Holder or underwriter or (C) any such Losses arise out of the Holder s (or any other indemnified Person s) failure to send or give a copy of the Prospectus or supplement (as then amended or supplemented) to the Persons asserting an untrue statement or alleged untrue statement or alleged untrue statement or omission or alleged omission at or prior to the written confirmation of the sale of Registrable Securities to such Person in which such delivery is required by the Securities Act (including Rule 172 under the Securities Act) if such statement or omission was corrected in such Prospectus or supplement. The Company shall notify the Holders promptly of the institution, threat or assertion of any Legal Proceeding arising from or in connection with the transactions contemplated by this Agreement of which the Company is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an Indemnified Party (as defined in Section 2.5(c)) and shall survive any resales or dispositions of Registrable Securities by the Holders.

(b) Each Holder shall, notwithstanding any termination of this Agreement, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, any underwriter of Registrable Securities and each Person who controls the Company or any underwriter (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, preliminary prospectus or any form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading (i) to the extent, but only to the extent that, such untrue statements or omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein or (ii) to the extent that such information relates to such

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Holder or such Holder s proposed method of distribution of Registrable Securities and was reviewed and approved by such Holder expressly for use in the Registration Statement (it being understood that the Holder has approved Annex I hereto for this purpose), such Prospectus or such form of prospectus or in any amendment or supplement thereto. In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) If any Legal Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an ***Indemnified Party***), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the ***Indemnifying Party***) in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all reasonable fees and expenses incurred in connection with defense thereof; *provided*, that the failure of any Indemnified Party to promptly give written notice to the Indemnifying party after commencement of any Legal Proceeding shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have proximately and materially adversely prejudiced the Indemnifying Party, but the failure to so deliver written notice to the Indemnifying Party will not relieve it of any liability that it may have to any indemnified Party otherwise than under this Section 2.5.

An Indemnified Party shall have the right to employ separate counsel in any such Legal Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses; (2) the Indemnifying Party shall have failed promptly to assume the defense of such Legal Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Legal Proceeding; or (3) such Indemnified Party shall have been advised by counsel that an actual or potential conflict of interest exists if the same counsel were to represent such Indemnified Party and the Indemnifying Party or any other Indemnified Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and such counsel shall be at the expense of the Indemnifying Party); *provided*, that the Indemnifying Party shall not be liable for the fees and expenses of more than one separate firm of attorneys (in addition to not more than one local counsel that may be required in the opinion of such firm) at any time for all Indemnified Parties. The Indemnifying Party shall not be liable for any settlement of any such Legal Proceeding effected without its written consent, which consent shall not be unreasonably withheld, delayed or conditioned. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Legal Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Legal Proceeding.

Subject to the terms of this Agreement, all fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Legal Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within twenty (20) Business Days of written notice thereof to the Indemnifying Party; *provided*, that the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party is finally judicially determined to not be entitled to indemnification hereunder).

(d) If a claim for indemnification under Section 2.5(a) or 2.5(b) is unavailable to an Indemnified Party (by reason of public policy or otherwise), then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other

relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Agreement, any reasonable attorneys or other reasonable fees or expenses incurred by such party in connection with any Legal Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 2.5(d) were determined by *pro rata* allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 2.5(d), (A) no Holder shall be required to contribute, in the aggregate, any amount in excess of the amount by which the net proceeds actually received by such Holder from the sale of the Registrable Securities subject to the Legal Proceeding exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission and (B) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(e) The indemnity and contribution agreements contained in this Section 2.5 are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties.

(f) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in any underwriting agreement entered into in connection with any Permitted Underwritten Offering pursuant to Section 2.1(f) are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(g) The obligations of the Company and Holders under this Section 2.5 shall survive the completion of any resales or dispositions of Registrable Securities pursuant to a Registration Statement under this Section 2 and otherwise.

2.6 Rule 144. With a view to making available to the Holders the benefits of Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration, the Company agrees, for a period of three (3) years following the Closing, to:

(a) file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act or, if the Company is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, make and keep current public information available, as those terms are understood and defined in Rule 144, in each case, at all times on and after the date hereof; and

(b) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) a written statement by the Company that it has complied with the reporting requirements of the Securities Act and the Exchange Act or, if the Company is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, that adequate current public information with respect to the Company is available as required by Rule 144, (ii) if requested by the Company s registrar and transfer agent for the Ordinary Shares or any broker dealer that is selling the Registrable Securities on behalf of any Holder, an opinion of counsel, reasonably acceptable to the registrar and transfer agent and/or such broker dealer, to the effect that the sale is being made in accordance with Rule 144 (*provided that* the Holder provides the Company with reasonable assurances (in the form of seller and broker representation letters) that the securities may be sold pursuant to such

rule) and (iii) such other information as may be reasonably requested to avail any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration.

2.7 Termination of Registration Rights. The registration rights provided to each Holder under this Section 2 shall terminate upon the earlier to occur of: (a) the date that is (i) two (2) years following the first date on which the Registration Statement registering all of such Holder s Registrable Securities outstanding on the Closing Date (or the remainder of such Holder s Registrable Securities outstanding on the Closing Date in the event that such Registrable Securities are registered on more than one Registration Statement pursuant to Section 2.1(a)) became or was declared effective under the Securities Act *plus* (ii) the aggregate amount of all Suspension Periods (excluding any Suspension Period caused by a Holder POSAM); or (b) such time, in the opinion of counsel to the Company, as all Shares then held by such Holder may be sold to the public without registration under the Securities Act, including under Rule 144 without being subject to any restrictions (including volume limitation, manner of sale and current public information requirements) contained therein. Upon such termination, the Shares held by such Holder shall cease to be Registrable Securities hereunder for all purposes. Notwithstanding the foregoing, Sections 2.5, 2.6 and 3 shall survive the termination of such registration rights.

3 Miscellaneous.

3.1 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Holder. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. The Company may not assign its rights or obligations hereunder without the prior written consent of the Majority Holders (other than by merger or consolidation or to an entity which acquires the Company, including by way of acquiring all or substantially all of the voting power or assets of the Company, *provided* that the successor or acquiring Person agrees in writing to assume all of the Company s rights and obligations under this Agreement). The rights of any Holder hereunder, including the right to have the Company register Registrable Securities pursuant to this Agreement, may be assigned following the Closing (but only with all related obligations) by a Holder to a transferee or assignee of such Registrable Securities that is an Affiliate of a Holder, *provided*: (a) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the Shares with respect to which such registration rights are being assigned and (b) such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of this Agreement.

3.2 Amendments and Waivers. The provisions of this Agreement may not be amended, modified, supplemented or waived unless the same shall be in writing and signed by the Company and the Majority Holders. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of some Holders and that does not directly or indirectly affect the rights of other Holders may be given by all Holders to which such waiver or consent relates; *provided*, *however*, that the provisions of this sentence may not be amended, modified or supplemented except in accordance with the provisions of the first sentence of this Section 3.2. Each Holder acknowledges that the Majority Holders have the power to bind all of the Holders.

3.3 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such Legal Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

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3.4 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that each of the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a .pdf format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .pdf signature page were an original thereof.

3.5 Construction. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

3.6 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile (provided the sender receives a machine-generated confirmation of successful transmission) prior to 5:00 p.m., Pacific Time, on a Business Day, except in the event that the recipient is located outside the United States, in which case notice shall be deemed given and effective on the next Business Day after the date of transmission, (b) the next Business Day after the date of transmission, if such notice or communication is delivered via facsimile on a day that is not a Business Day or later than 5:00 p.m., Pacific Time, on any Business Day, (c) the Business Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service with next day delivery specified, or in the event the recipient is located outside the United States, five (5) Business Days following the date of mailing, if sent by internationally-recognized overnight delivery service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address and facsimile numbers for such notices and communications shall be as follows:

To the Company (prior to the Closing):

[Azur Pharma Limited]

[Azur Pharma, plc]

45 Fitzwilliam Square

Dublin 2 Ireland

Tel. +353 1 634 4183

Fax. +353 1 634 4170

Attn: David Brabazon

or at such other address and facsimile number as shall be specified by notice to the Holders given in accordance with this Section 3.6.

To the Company (after the Closing):

Jazz Pharmaceuticals, Inc.

3180 Porter Drive

Palo Alto, California 94304

Telephone: +1 650 496-3777

Facsimile No.: +1 650 496-3781

Attention: General Counsel

or at such other address and facsimile number as shall be specified by notice to the Holders given in accordance with this Section 3.6.

To the Holders:

At the respective addresses and facsimile numbers set forth on the signature pages attached hereto (or at such other addresses and facsimile numbers as shall be specified by notice to the Company given in accordance with this Section 3.6).

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3.7 Entire Agreement . This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter hereof.

3.8 Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

3.9 Adjustments in Share Numbers. In the event of any stock split, subdivision, combination or other similar recapitalization or event occurring after the date hereof, each reference in this Agreement to a number of Ordinary Shares shall be deemed to be amended to appropriately account for such event.

3.10 Remedies. In the event of a breach by the Company or by a Holder of any of their obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Company and each Holder agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

[Remainder of page intentionally left blank]

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

[AZUR PHARMA LIMITED]
[AZUR PHARMA, PLC]

By:
Name:
Title:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK,

SIGNATURE PAGES OF HOLDERS TO FOLLOW]

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

NAME OF INVESTOR:

[Signature Block]

ADDRESS FOR NOTICE:

Tel:
Fax:
Contact Person:

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EXHIBIT A

AZUR INVESTORS

[Exhibit A to list holders of record of Aztec Ordinary Shares as of the date of the Merger Agreement.]

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Annex I

PLAN OF DISTRIBUTION

We are registering the ordinary shares issued to the selling shareholders to permit the resale of these shares by the selling shareholders from time to time after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling shareholders of the ordinary shares. We will bear all fees and expenses incident to our obligation to register the ordinary shares.

Each selling shareholder of the ordinary shares and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their ordinary shares covered hereby on The NASDAQ Global Market or any other stock exchange, market or trading facility on which the shares are traded or in private transactions. These sales may be at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or negotiated prices. A selling shareholder may use any one or more of the following methods when selling shares:

ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;

an underwritten public offering in which one or more underwriters participate;

block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;

purchases by a broker-dealer as principal and resale by the broker-dealer for its account;

an exchange distribution in accordance with the rules of the applicable exchange;

privately negotiated transactions;

settlement of short sales entered into after the effective date of the registration statement of which this prospectus is a part, to the extent permitted by law;

in transactions through broker-dealers that agree with the selling shareholders to sell a specified number of such shares at a stipulated price per share;

put or call options transactions or through the writing or settlement of standardized or over-the-counter options or other hedging or derivative transactions, whether through an options exchange or otherwise;

by pledge to secure debts and other obligations;

a combination of any such methods of sale; or

any other method permitted pursuant to applicable law.

To the extent required by law, this prospectus may be amended or supplemented from time to time to describe a specific plan of distribution, which amended or supplemented prospectus may include the following information to the extent required by law:

the terms of the offering;

the names of any underwriters or agents;

the purchase price of the ordinary shares;

any delayed delivery arrangements;

any underwriting discounts and other items constituting underwriters compensation;

any initial public offering price; and

any discounts or concessions allowed or reallowed or paid to dealers.

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The selling shareholders may also sell ordinary shares under Rule 144 under the Securities Act of 1933, as amended, or the Securities Act, if available, rather than under this prospectus.

If underwriters are used in the sale, the ordinary shares will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. In connection with any such underwritten sale of ordinary shares, underwriters may receive compensation from the selling stockholders, for whom they may act as agents, in the form of discounts, concessions or commissions. If the selling stockholders use an underwriter or underwriters to effectuate the sale of ordinary shares, we and/or they will execute an underwriting agreement with those underwriters at the time of sale of those ordinary shares. To the extent required by law, the names of the underwriters will be set forth in a supplement to this prospectus or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus, used by the underwriters to sell those securities. The obligations of the underwriters to purchase those ordinary shares will be subject to certain conditions precedent, and unless otherwise specified in a prospectus or a prospectus supplement, the underwriters will be obligated to purchase all the ordinary shares offered by such prospectus or prospectus supplement if any of such ordinary shares are purchased. Any initial public offering price and any discounts or concessions allowed or reallowed or paid to dealers may be changed from time to time.

Broker-dealers engaged by the selling shareholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the selling shareholders (or, if any broker-dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA Rule 2440; and in the case of a principal transaction a markup or markdown in compliance with FINRA IM-2440-1.

From time to time, one or more of the selling shareholders may pledge, hypothecate or grant a security interest in some or all of the ordinary shares owned by them. The pledgees, secured parties, or persons to whom the shares have been hypothecated will, upon foreclosure, be deemed to be selling shareholders. The number of a selling shareholder s ordinary shares offered under this prospectus will decrease as and when it takes such actions. The plan of distribution for that selling shareholder s ordinary shares will otherwise remain unchanged.

In connection with the sale of the ordinary shares or interests therein, the selling shareholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the ordinary shares in the course of hedging the positions they assume. The selling shareholders may also sell the ordinary shares short and deliver these securities to close out their short positions or to return borrowed shares in connection with such short sales, or loan or pledge the ordinary shares to broker-dealers that in turn may sell these securities. The selling shareholders may also enter into option or other transactions with broker-dealers or other financial institutions or create one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction). Notwithstanding the foregoing, the selling shareholders have been advised that they may not use shares registered on this registration statement to cover short sales of our ordinary shares made prior to the date the registration statement, of which this prospectus forms a part, has been declared effective by the SEC.

The selling shareholders may also sell ordinary shares from time to time through agents. We will name any agent involved in the offer or sale of such shares and will list commissions payable to these agents in a prospectus supplement, if required. These agents will be acting on a best efforts basis to solicit purchases for the period of their appointment, unless we state otherwise in any required prospectus supplement.

The selling shareholders may sell ordinary shares directly to purchasers. In this case, they may not engage underwriters or agents in the offer and sale of such shares.

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A selling shareholders which is an entity my elect to make a pro rata in-kind distribution of the ordinary shares to its members, partners or shareholders. In such event we may file a prospectus supplement to the extent required by law in order to permit the distributees to use the prospectus to resell the ordinary shares acquired in the distribution. A selling shareholders which is an individual may make gifts of ordinary shares covered hereby. Such donees may use the prospectus to resell the shares or, if required by law, we may file a prospectus supplement naming such donees.

The selling shareholders and any broker-dealers or agents that are involved in selling the ordinary shares may be deemed to be underwriters within the meaning of the Securities Act in connection with such sales. In such event, any discounts, commissions or concessions received by such broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Selling shareholders who are underwriters within the meaning of Section 2(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act and may be subject to certain statutory liabilities of, including but not limited to, Sections 11, 12 and 17 of the Securities Act and Rule 10b-5 under the Securities Exchange Act of 1934, as amended, or the Exchange Act. Each selling shareholder has informed us that it is not a registered broker-dealer and does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the ordinary shares. In no event shall any underwriter or broker-dealer receive fees, commissions and markups which, in the aggregate, would exceed eight percent (8%).

We are required to pay certain fees and expenses incurred by us incident to the registration of the shares. We have agreed to indemnify the selling shareholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act, and the selling shareholders may be entitled to contribution. We may be indemnified by the selling shareholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act, that may arise from any written information furnished to us by the selling shareholders specifically for use in this prospectus, or we may be entitled to contribution.

The selling shareholders will be subject to the prospectus delivery requirements of the Securities Act including Rule 172 thereunder unless an exemption therefrom is available.

We agreed to use our reasonable best efforts keep the registration statement of which this prospectus is a part effective until the earlier of (i) the date on which the shares may be resold by the selling shareholders without registration and without regard to any volume restrictions by reason of under Rule 144 under the Securities Act or any other rule of similar effect, (ii) all of the shares have been sold pursuant to this prospectus or Rule 144 under the Securities Act or any other rule of similar effect or (iii) two years from the date the registration statement of which this prospectus is a part was declared effective by the SEC, provided that such two year period is subject to extension for the number of days that the effectiveness of the registration statement of which this prospectus is a part is suspended. The resale shares will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale of ordinary shares covered hereby may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the resale shares may not simultaneously engage in market making activities with respect to the ordinary shares for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the selling shareholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of ordinary shares by the selling shareholders or any other person. We will make copies of this prospectus available to the selling shareholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act).

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There can be no assurance that any selling shareholder will sell any or all of the ordinary shares registered pursuant to the registration statement, of which this prospectus forms a part. In addition, there can be no assurances that any selling shareholder will not transfer, devise or gift the ordinary shares by other means not described in this prospectus.

Once sold under the registration statement, of which this prospectus forms a part, the ordinary shares will be freely tradable in the hands of persons other than our affiliates.

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Annex II

Selling Shareholder Notice and Questionnaire

The undersigned holder of ordinary shares (the "Registrable Securities") of [**AZUR PHARMA LIMITED**, a limited company formed under the laws of Ireland][**AZUR PHARMA, PLC**, a public limited company incorporated in Ireland] (the "Company"), understands that the Company has filed or intends to file with the Securities and Exchange SEC (the "SEC") a registration statement (the "Registration Statement") for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the "Securities Act"), of the Registrable Securities, in accordance with the terms of the Registration Rights Agreement (the "Registration Rights Agreement") to which this document is attached. A copy of the Registration Rights Agreement is available from the Company upon request at the address set forth below. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

In order to sell or otherwise dispose of any Registrable Securities pursuant to the Registration Statement, a holder of Registrable Securities generally will be required to be named as a selling shareholder in the related prospectus or a supplement thereto (as so supplemented, the "Prospectus"), deliver the Prospectus to purchasers of Registrable Securities (including pursuant to Rule 172 under the Securities Act) and be bound by the provisions of the Registration Rights Agreement (including certain indemnification provisions). Holders must complete and deliver this Notice and Questionnaire in order to be named as selling shareholders in the Prospectus.

Certain legal consequences arise from being named as a selling shareholder in the Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling shareholder in the Registration Statement and the related prospectus.

NOTICE

The undersigned holder (the "Selling Shareholder") of Registrable Securities hereby elects to include the Registrable Securities owned by it in the Registration Statement.

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The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate:

QUESTIONNAIRE

1. Name.

(a) Full Legal Name of Selling Shareholder

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities are held:

(c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Questionnaire):

2. Address for Notices to Selling Shareholder:

Telephone:
Fax:
Contact Person:

3. Beneficial Ownership of Registrable Securities:

(a) Number of Registrable Securities beneficially owned:

(b) Number of Registrable Securities to be registered pursuant to this Notice for resale:

4. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes ¨ No ¨

(b) If yes to Section 4(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes ¨ No ¨

Note: If no to Section 4(b), the SEC s staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes ¨ No ¨

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Note: If yes, provide a narrative explanation below:

(d) If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes ¨ No ¨

Note: If no to Section 4(d), the SEC s staff has indicated that you should be identified as an underwriter in the Registration Statement.

5. Beneficial Ownership of Securities of the Company Owned by the Selling Shareholder.

Except as set forth below in this Item 5, the undersigned is not the beneficial or registered owner of any securities of the Company other than the Registrable Securities.

(a) Type and amount of other securities beneficially owned by the Selling Shareholder:

6. Relationships with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

7. Plan of Distribution:

The undersigned has reviewed the form of Plan of Distribution attached as Annex I to the Registration Rights Agreement, and hereby confirms that, except as set forth below, the information contained therein regarding the undersigned and its plan of distribution is correct and complete.

State any exceptions here:

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The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective. All notices hereunder and pursuant to the Registration Rights Agreement shall be made in writing and shall be delivered as set forth in Section 3.6 of the Registration Rights Agreement. In the absence of any such notification, the Company shall be entitled to continue to rely on the accuracy of the information in this Notice and Questionnaire.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 7 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus and any amendments or supplements thereto.

By signing below, the undersigned acknowledges that it understands its obligation to comply, and agrees that it will comply, with the provisions of the Exchange Act and the rules and regulations thereunder, particularly Regulation M in connection with any offering of Registrable Securities pursuant to the Registration Statement. The undersigned also acknowledges that it understands that the answers to this Questionnaire are furnished for use in connection with Registration Statements filed pursuant to the Registration Rights Agreement and any amendments or supplements thereto filed with the SEC pursuant to the Securities Act.

The undersigned hereby acknowledges and is advised of the following Compliance and Disclosure Interpretation (CDI) of the staff of the Division of Corporation Finance (with respect to Securities Act Sections) regarding short selling:

239.10 *An issuer filed a Form S-3 registration statement for a secondary offering of common stock which is not yet effective. One of the selling shareholders wanted to do a short sale of common stock against the box and cover the short sale with registered shares after the effective date. The issuer was advised that the short sale could not be made before the registration statement becomes effective, because the shares underlying the short sale are deemed to be sold at the time such sale is made. There would, therefore, be a violation of Section 5 if the shares were effectively sold prior to the effective date. [Nov. 26, 2008]*

By returning this Questionnaire, the undersigned will be deemed to be aware of the foregoing CDI.

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IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Date: _____ Holder:

By:
Name:
Title:

PLEASE FAX A COPY (OR EMAIL A .PDF COPY) OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE, AND RETURN THE ORIGINAL BY OVERNIGHT MAIL, TO:

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Annex J

JAZZ PHARMACEUTICALS, INC.

2011 EQUITY INCENTIVE PLAN

ADOPTED BY THE BOARD OF DIRECTORS: OCTOBER 24, 2011

APPROVED BY THE STOCKHOLDERS: [, 2011]

1. GENERAL.

(a) Relationship to 2007 Plan and 2003 Plan. From and after 12:01 a.m. Pacific time on the Effective Date, all outstanding stock awards granted under the Jazz Pharmaceuticals, Inc. 2007 Equity Incentive Plan (the ***2007 Plan***), which was the successor to and continuation of the Jazz Pharmaceuticals, Inc. 2003 Equity Incentive Plan (the ***2003 Plan***), will remain subject to the terms of the 2007 Plan or the 2003 Plan, as applicable; *provided, however*, that any shares subject to outstanding stock awards granted under the 2007 Plan or the 2003 Plan that (i) expire or terminate for any reason prior to exercise or settlement, (ii) are forfeited because of the failure to meet a contingency or condition required to vest such shares or repurchased by the Company or an Affiliate at the original issuance price or (iii) are reacquired by the Company or an Affiliate or withheld (or not issued) to satisfy a tax withholding obligation in connection with an award (the ***Returning Shares***) will immediately be added to the Share Reserve (as further described in Section 3(a) below) as and when such shares become Returning Shares, and become available for issuance pursuant to Awards granted under this Plan.

(b) Eligible Award Recipients. The persons eligible to receive Awards are Employees.

(c) Available Awards. The Plan provides for the grant of the following Awards: (i) Incentive Stock Options, (ii) Nonstatutory Stock Options, (iii) Stock Appreciation Rights (iv) Restricted Stock Awards, (v) Restricted Stock Unit Awards, (vi) Performance Stock Awards, (vii) Performance Cash Awards, and (viii) Other Stock Awards.

(d) Purpose. The Company, by means of the Plan, seeks to secure and retain the services of the group of persons eligible to receive Awards as set forth in Section 1(b), to provide incentives for such persons to exert maximum efforts for the success of the Company and any Affiliate and to provide a means by which such eligible recipients may be given an opportunity to benefit from increases in value of the Common Stock through the granting of Awards.

2. ADMINISTRATION.

(a) Administration by Board. The Board shall administer the Plan unless and until the Board delegates administration of the Plan to a Committee or Committees, as provided in Section 2(c).

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

(i) To determine from time to time (A) which of the persons eligible under the Plan shall be granted Awards; (B) when and how each Award shall be granted; (C) what type or combination of types of Award shall be granted; (D) the provisions of each Award granted (which need not be identical), including the time or times when a person shall be permitted to receive cash or Common Stock pursuant to a Stock Award; (E) the number of shares of Common Stock with respect to which a Stock Award shall be granted to each such person; and (F) the Fair Market Value applicable to a Stock Award.

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

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(iii) To settle all controversies regarding the Plan and Awards granted under it.

(iv) To accelerate the time at which an Award may first be exercised or the time during which an Award or any part thereof will vest in accordance with the Plan, notwithstanding the provisions in the Award stating the time at which it may first be exercised or the time during which it will vest.

(v) To effect, at any time and from time to time, with the consent of any adversely affected Participant, (A) the reduction of the exercise price (or strike price) of any outstanding Option or SAR under the Plan, provided this does not reduce the exercise price or strike price below the nominal value of a share of Common Stock; (B) the cancellation of any outstanding Option or SAR under the Plan and the grant in substitution therefor of (1) a new Option or SAR under the Plan or another equity plan of the Company covering the same or a different number of shares of Common Stock, (2) a Restricted Stock Award, (3) a Restricted Stock Unit Award, (4) an Other Stock Award, (5) cash and/or (6) other valuable consideration (as determined by the Board, in its sole discretion); or (C) any other action that is treated as a repricing under generally accepted accounting principles.

(vi) To suspend or terminate the Plan at any time. Suspension or termination of the Plan shall not impair rights and obligations under any Award granted while the Plan is in effect except with the written consent of the affected Participant.

(vii) To amend the Plan in any respect the Board deems necessary or advisable. However, except as provided in Section 9(a) relating to Capitalization Adjustments, to the extent required by applicable law or listing requirements, stockholder approval shall be required for any amendment of the Plan that either (A) materially increases the number of shares of Common Stock available for issuance under the Plan, (B) materially expands the class of individuals eligible to receive Awards under the Plan, (C) materially increases the benefits accruing to Participants under the Plan or materially reduces the price at which shares of Common Stock may be issued or purchased under the Plan, (D) materially extends the term of the Plan, or (E) expands the types of Awards available for issuance under the Plan. Except as provided above, rights under any Award granted before amendment of the Plan shall not be impaired by any amendment of the Plan unless (1) the Company requests the consent of the affected Participant, and (2) such Participant consents in writing.

(viii) To submit any amendment to the Plan for stockholder approval, including, but not limited to, amendments to the Plan intended to satisfy the requirements of (A) Section 162(m) of the Code regarding the exclusion of performance-based compensation from the limit on corporate deductibility of compensation paid to Covered Employees, (B) Section 422 of the Code regarding incentive stock options or (C) Rule 16b-3.

(ix) To approve forms of Award Agreements for use under the Plan and to amend the terms of any one or more Awards, including, but not limited to, amendments to provide terms more favorable to the Participant than previously provided in the Award Agreement, subject to any specified limits in the Plan that are not subject to Board discretion; *provided, however*, that except with respect to amendments that disqualify or impair the status of an Incentive Stock Option, a Participant s rights under any Award shall not be impaired by any such amendment unless (A) the Company requests the consent of the affected Participant, and (B) such Participant consents in writing. Notwithstanding the foregoing, subject to the limitations of applicable law, if any, the Board may amend the terms of any one or more Awards without the affected Participant s consent if necessary to maintain the qualified status of the Award as an Incentive Stock Option or to bring the Award into compliance with Section 409A of the Code.

(x) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company and any Affiliates and that are not in conflict with the provisions of the Plan or Awards.

(xi) To adopt such procedures and sub-plans as are necessary or appropriate to permit participation in the Plan by Employees who are foreign nationals or employed outside the United States.

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(c) Delegation to Committee.

(i) General. The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration of the Plan is delegated to a Committee, the Committee shall have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the power to delegate to a subcommittee of the Committee any of the administrative powers the Committee is authorized to exercise (and references in the Plan to the Board shall thereafter be to the Committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. The Committee may, at any time, abolish the subcommittee and/or revest in the Committee any powers delegated to the subcommittee. The Board may retain the authority to concurrently administer the Plan with the Committee and may, at any time, revest in the Board some or all of the powers previously delegated.

(ii) Section 162(m) and Rule 16b-3 Compliance. The Committee may consist solely of two or more Outside Directors, in accordance with Section 162(m) of the Code, or solely of two or more Non-Employee Directors, in accordance with Rule 16b-3.

(d) Delegation to an Officer. The Board may delegate to one or more Officers the authority to do one or both of the following: (i) designate Employees who are providing Continuous Service to the Company or any of its Subsidiaries who are not Officers to be recipients of Options and Stock Appreciation Rights (and, to the extent permitted by applicable law, other Stock Awards) and the terms thereof, and (ii) determine the number of shares of Common Stock to be subject to such Stock Awards granted to such Employees; *provided, however*, that the Board resolutions regarding such delegation shall specify the total number of shares of Common Stock that may be subject to the Stock Awards granted by such Officer and that such Officer may not grant a Stock Award to himself or herself. Notwithstanding the foregoing, the Board may not delegate authority to an Officer to determine the Fair Market Value pursuant to Section 13(w)(iii) below.

(e) Effect of Board s Decision. All determinations, interpretations and constructions made by the Board in good faith shall not be subject to review by any person and shall be final, binding and conclusive on all persons.

3. Shares Subject to the Plan.

(a) Share Reserve. Subject to the provisions of Section 9(a) relating to Capitalization Adjustments, the aggregate number of shares of Common Stock that may be issued pursuant to Stock Awards from and after the Effective Date shall not exceed [( )][1] shares (the ***Share Reserve***), which number is the sum of (i) five million (5,000,000) shares, plus (ii) an additional number of shares in an amount not to exceed [( )][2] shares (which number consists of the Returning Shares, if any, as such shares become available from time to time). In addition, the number of shares of Common Stock available for issuance under the Plan shall automatically increase on January 1st of each year for a period of ten (10) years commencing on January 1, 2013 and ending on (and including) January 1, 2022, in an amount equal to the lesser of (i) four and one-half percent (4.5%) of the total number of shares of Common Stock outstanding on December 31st of the preceding calendar year or (ii) five million (5,000,000) shares. Notwithstanding the foregoing, the Board may act prior to the first day of any calendar year, to provide that there shall be no increase in the share reserve for such calendar year or that the increase in the share reserve for such calendar year shall be a lesser number of shares of Common Stock than would otherwise occur pursuant to the preceding sentence. For clarity, the Share Reserve in this Section 3(a) is a limitation on the number of shares of Common Stock that may be issued pursuant to the Plan. Accordingly, this Section 3(a) does not limit the granting of Stock Awards except as provided in Section 7(a). Shares may be issued in connection with a merger or acquisition as permitted by, as applicable, NASDAQ Listing Rule 5635(c) or, if applicable, NYSE Listed Company Manual Section 303A.08, AMEX Company Guide Section 711 or other

[1] After number of Returning Shares is determined as of the Effective Date, insert total number of shares in the Share Reserve as of the Effective Date.

[2] Number of Returning Shares is to be determined as of the Effective Date.

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applicable rule, and such issuance shall not reduce the number of shares available for issuance under the Plan. Furthermore, if a Stock Award or any portion thereof (i) expires or otherwise terminates without all of the shares covered by such Stock Award having been issued or (ii) is settled in cash (*i.e.*, the Participant receives cash rather than stock), such expiration, termination or settlement shall not reduce (or otherwise offset) the number of shares of Common Stock that may be available for issuance under the Plan.

(b) Reversion of Shares to the Share Reserve. If (i) any shares of Common Stock issued pursuant to a Stock Award are forfeited back to or repurchased by the Company or any Affiliate because of the failure to meet a contingency or condition required for the vesting of such shares, or (ii) any shares of Common Stock are cancelled in accordance with the cancellation and regrant provisions of Section 2(b)(v), then the shares that are forfeited, repurchased or canceled shall revert to and again become available for issuance under the Plan. If any shares subject to a Stock Award are not delivered to a Participant because such shares are withheld for the payment of taxes pursuant to Section 8(g) or a Stock Award is exercised through a reduction of shares subject to the Stock Award (*i.e.*, net exercised) or an appreciation distribution in respect of a Stock Appreciation Right is paid in shares of Common Stock, the number of shares subject to the Stock Award that are not delivered to the Participant shall remain available for subsequent issuance under the Plan. If the exercise price of any Stock Award is satisfied by tendering shares of Common Stock held by the Participant (either by actual delivery or attestation), then the number of shares so tendered shall remain available for issuance under the Plan.

(c) Incentive Stock Option Limit. Notwithstanding anything to the contrary in this Section 3 and, subject to the provisions of Section 9(a) relating to Capitalization Adjustments, the aggregate maximum number of shares of Common Stock that may be issued pursuant to the exercise of Incentive Stock Options shall be one hundred million (100,000,000) shares of Common Stock.

(d) Section 162(m) Limitation on Annual Grants. Subject to the provisions of Section 9(a) relating to Capitalization Adjustments, at such time as the Company may be subject to the applicable provisions of Section 162(m) of the Code, a maximum of two million (2,000,000) shares of Common Stock subject to Options, Stock Appreciation Rights and Other Stock Awards whose value is determined by reference to an increase over an exercise or strike price of at least one hundred percent (100%) of the Fair Market Value on the date any such Stock Award is granted may be granted to any Participant during any calendar year. Notwithstanding the foregoing, if any additional Options, Stock Appreciation Rights or Other Stock Awards whose value is determined by reference to an increase over an exercise or strike price of at least one hundred percent (100%) of the Fair Market Value on the date the Stock Awards are granted to any Participant during any calendar year, compensation attributable to the exercise of such additional Stock Awards shall not satisfy the requirements to be considered qualified performance-based compensation under Section 162(m) of the Code unless such additional Stock Awards are approved by the Company s stockholders.

(e) Source of Shares. The stock issuable under the Plan shall be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company or any Affiliate on the open market or otherwise.

4. Eligibility.

(a) Eligibility for Specific Stock Awards. Incentive Stock Options may be granted only to employees of the Company or a parent corporation or subsidiary corporation thereof (as such terms are defined in Sections 424(e) and (f) of the Code). Stock Awards other than Incentive Stock Options may be granted to Employees; *provided, however*, that Nonstatutory Stock Options and SARs may not be granted to Employees who are providing Continuous Service only to any parent of the Company, as such term is defined in Rule 405 promulgated under the Securities Act, unless the stock underlying such Stock Awards is treated as service recipient stock under Section 409A of the Code because the Stock Awards are granted pursuant to a corporate transaction (such as a spin off transaction) or unless such Stock Awards comply with the distribution requirements of Section 409A of the Code.

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(b) Ten Percent Stockholders. A Ten Percent Stockholder shall not be granted an Incentive Stock Option unless the exercise price of such Option is at least one hundred ten percent (110%) of the Fair Market Value on the date of grant and the Option is not exercisable after the expiration of five (5) years from the date of grant.

5. Provisions Relating to Options and Stock Appreciation Rights.

Each Option or SAR shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. All Options shall be separately designated Incentive Stock Options or Nonstatutory Stock Options at the time of grant, and, if certificates are issued, a separate certificate or certificates shall be issued for shares of Common Stock purchased on exercise of each type of Option. If an Option is not specifically designated as an Incentive Stock Option, then the Option shall be a Nonstatutory Stock Option. The provisions of separate Options or SARs need not be identical; *provided, however*, that each Option Agreement or Stock Appreciation Right Agreement shall conform to (through incorporation of provisions hereof by reference in the applicable Award Agreement or otherwise) the substance of each of the following provisions:

(a) Term. Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, no Option or SAR shall be exercisable after the expiration of ten (10) years from the date of its grant or such shorter period specified in the Award Agreement.

(b) Exercise Price. Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, the exercise price (or strike price) of each Option or SAR shall be not less than one hundred percent (100%) of the Fair Market Value of the Common Stock subject to the Option or SAR on the date the Option or SAR is granted. Notwithstanding the foregoing, an Option or SAR may be granted with an exercise price (or strike price) lower than one hundred percent (100%) of the Fair Market Value of the Common Stock subject to the Option or SAR if such Option or SAR is granted pursuant to an assumption of or substitution for another option or stock appreciation right pursuant to a Corporate Transaction and in a manner consistent with the provisions of Sections 409A and, if applicable, 424(a) of the Code, provided that in all cases the exercise price is not less than the nominal value of a share of Common Stock. Each SAR will be denominated in shares of Common Stock equivalents.

(c) Purchase Price for Options. The purchase price of Common Stock acquired pursuant to the exercise of an Option shall be paid, to the extent permitted by applicable law and as determined by the Board in its sole discretion, by any combination of the methods of payment set forth below; *provided, however*, that where shares of Common Stock are issued pursuant to the exercise of an Option the nominal value of each newly issued share is fully paid up. The Board shall have the authority to grant Options that do not permit all of the following methods of payment (or otherwise restrict the ability to use certain methods) and to grant Options that require the consent of the Company to utilize a particular method of payment. The permitted methods of payment are as follows:

(i) by cash, check, bank draft or money order payable to the Company;

(ii) pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of the stock subject to the Option, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds;

(iii) by delivery to the Company (either by actual delivery or attestation) of shares of Common Stock;

(iv) if the option is a Nonstatutory Stock Option, by a net exercise arrangement pursuant to which the Company will reduce the number of shares of Common Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; *provided, however*, that the Company shall accept a cash or other payment from the Participant to the extent of any remaining

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balance of the aggregate exercise price not satisfied by such reduction in the number of whole shares to be issued; *provided, further,* that shares of Common Stock will no longer be subject to an Option and will not be exercisable thereafter to the extent that (A) shares issuable upon exercise are reduced to pay the exercise price pursuant to the net exercise, (B) shares are delivered to the Participant as a result of such exercise, and (C) shares are withheld to satisfy tax withholding obligations; or

(v) in any other form of legal consideration that may be acceptable to the Board.

(d) Exercise and Payment of a SAR. To exercise any outstanding Stock Appreciation Right, the Participant must provide written notice of exercise to the Company in compliance with the provisions of the Stock Appreciation Right Agreement evidencing such Stock Appreciation Right. The appreciation distribution payable on the exercise of a Stock Appreciation Right will be not greater than an amount equal to the excess of (A) the aggregate Fair Market Value (on the date of the exercise of the Stock Appreciation Right) of a number of shares of Common Stock equal to the number of Common Stock equivalents in which the Participant is vested under such Stock Appreciation Right, and with respect to which the Participant is exercising the Stock Appreciation Right on such date, over (B) the strike price that will be determined by the Board at the time of grant of the Stock Appreciation Right. The appreciation distribution in respect to a Stock Appreciation Right may be paid in Common Stock, in cash, in any combination of the two or in any other form of consideration, as determined by the Board and contained in the Stock Appreciation Right Agreement evidencing such Stock Appreciation Right; *provided, however*, that where shares of Common Stock are issued pursuant to a Stock Appreciation Right the nominal value of each newly issued share is fully paid up.

(e) Transferability of Options and SARs. The Board may, in its sole discretion, impose such limitations on the transferability of Options and SARs as the Board shall determine. In the absence of such a determination by the Board to the contrary, the following restrictions on the transferability of Options and SARs shall apply:

(i) Restrictions on Transfer. An Option or SAR shall not be transferable except by will or by the laws of descent and distribution and shall be exercisable during the lifetime of the Participant only by the Participant; *provided, however*, that the Board may, in its sole discretion, permit transfer of the Option or SAR in a manner that is not prohibited by applicable tax and securities laws upon the Participant s request. Except as explicitly provided herein, neither an Option nor a SAR may be transferred for consideration.

(ii) Domestic Relations Orders. Subject to the approval of the Board or a duly authorized Officer, an Option or SAR may be transferred pursuant to the terms of a domestic relations order, official marital settlement agreement or other divorce or separation instrument as permitted by Treasury Regulation 1.421-1(b)(2). If an Option is an Incentive Stock Option, such Option may be deemed to be a Nonstatutory Stock Option as a result of such transfer.

(iii) Beneficiary Designation. Notwithstanding the foregoing, the Participant may, by delivering written notice to the Company, in a form provided by or otherwise satisfactory to the Company and any broker designated by the Company to effect Option exercises, designate a third party who, in the event of the death of the Participant, shall thereafter be entitled to exercise the Option or SAR and receive the Common Stock or other consideration resulting from such exercise. In the absence of such a designation, the executor or administrator of the Participant s estate shall be entitled to exercise the Option or SAR and receive the Common Stock or other consideration resulting from such exercise.

(f) Vesting Generally. The total number of shares of Common Stock subject to an Option or SAR may vest and therefore become exercisable in periodic installments that may or may not be equal. The Option or SAR may be subject to such other terms and conditions on the time or times when it may or may not be exercised (which may be based on the satisfaction of Performance Goals or other criteria) as the Board may deem appropriate. The vesting provisions of individual Options or SARs may vary. The provisions of this Section 5(f) are subject to any Option or SAR provisions governing the minimum number of shares of Common Stock as to which an Option or SAR may be exercised.

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(g) Termination of Continuous Service. Except as otherwise provided in the applicable Award Agreement or other agreement between the Participant and the Company or any Affiliate, if a Participant s Continuous Service terminates (other than for Cause or upon the Participant s death or Disability), the Participant may exercise his or her Option or SAR (to the extent that the Participant was entitled to exercise such Award as of the date of termination of Continuous Service) but only within such period of time ending on the earlier of (i) the date three (3) months following the termination of the Participant s Continuous Service (or such longer or shorter period specified in the applicable Award Agreement), or (ii) the expiration of the term of the Option or SAR as set forth in the Award Agreement. If, after termination of Continuous Service, the Participant does not exercise his or her Option or SAR within the time specified herein or in the Award Agreement (as applicable), the Option or SAR shall terminate.

(h) Extension of Termination Date. If the exercise of an Option or SAR following the termination of the Participant s Continuous Service (other than upon the Participant s death or Disability) would be prohibited at any time solely because the issuance of shares of Common Stock would violate the registration requirements under the Securities Act, then the Option or SAR shall terminate on the earlier of (i) the expiration of a total period of three (3) months (that need not be consecutive) after the termination of the Participant s Continuous Service (other than for Cause) during which the exercise of the Option or SAR would not be in violation of such registration requirements or five (5) days (that need not be consecutive) after the termination of the Participant s Continuous Service for Cause, as applicable, or (ii) the expiration of the term of the Option or SAR as set forth in the applicable Award Agreement. In addition, unless otherwise provided in a Participant s Award Agreement, if the immediate sale of any Common Stock received upon exercise of an Option or SAR following the termination of the Participant s Continuous Service (other than for Cause) would violate the Company s insider trading policy, then the Option or SAR shall terminate on the earlier of (i) the expiration of a period equal to the applicable post-termination exercise period after the termination of the Participant s Continuous Service during which the sale of the Common Stock received upon exercise of the Option or SAR would not be in violation of the Company s insider trading policy, or (ii) the expiration of the term of the Option or SAR as set forth in the applicable Award Agreement.

(i) Disability of Participant. Except as otherwise provided in the applicable Award Agreement or other agreement between the Participant and the Company or any Affiliate, if a Participant s Continuous Service terminates as a result of the Participant s Disability, the Participant may exercise his or her Option or SAR (to the extent that the Participant was entitled to exercise such Option or SAR as of the date of termination of Continuous Service), but only within such period of time ending on the earlier of (i) the date twelve (12) months following such termination of Continuous Service (or such longer or shorter period specified in the Award Agreement), or (ii) the expiration of the term of the Option or SAR as set forth in the Award Agreement. If, after termination of Continuous Service, the Participant does not exercise his or her Option or SAR within the time specified herein or in the Award Agreement (as applicable), the Option or SAR (as applicable) shall terminate.

(j) Death of Participant. Except as otherwise provided in the applicable Award Agreement or other agreement between the Participant and the Company or any Affiliate, if (i) a Participant s Continuous Service terminates as a result of the Participant s death, or (ii) the Participant dies within the period (if any) specified in the Award Agreement for exercisability after the termination of the Participant s Continuous Service (for a reason other than death), then the Option or SAR may be exercised (to the extent the Participant was entitled to exercise such Option or SAR as of the date of death) by the Participant s estate, by a person who acquired the right to exercise the Option or SAR by bequest or inheritance or by a person designated to exercise the Option or SAR upon the Participant s death, but only within the period ending on the earlier of (i) the date eighteen (18) months following the date of death (or such longer or shorter period specified in the Award Agreement), or (ii) the expiration of the term of such Option or SAR as set forth in the Award Agreement. If, after the Participant s death, the Option or SAR is not exercised within the time specified herein or in the Award Agreement (as applicable), the Option or SAR shall terminate.

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(k) Termination for Cause. Except as explicitly provided otherwise in a Participant s Award Agreement or other individual written agreement between the Company or any Affiliate and the Participant, if a Participant s Continuous Service is terminated for Cause, the Participant may exercise his or her Option or SAR (to the extent that the Participant was entitled to exercise such Award as of the date of termination of Continuous Service) but only within such period of time ending on the earlier of (i) the date five (5) days following the termination of the Participant s Continuous Service (or such longer or shorter period specified in the applicable Award Agreement), or (ii) the expiration of the term of the Option or SAR as set forth in the Award Agreement. If, after termination of Continuous Service, the Participant does not exercise his or her Option or SAR within the time specified herein or in the Award Agreement (as applicable), the Option or SAR shall terminate.

(l) Non-Exempt Employees. No Option or SAR, whether or not vested, granted to an Employee who is a non-exempt employee for purposes of the Fair Labor Standards Act of 1938, as amended, shall be first exercisable for any shares of Common Stock until at least six months following the date of grant of the Option or SAR. Notwithstanding the foregoing, consistent with the provisions of the Worker Economic Opportunity Act, (i) in the event of the Participant s death or Disability, (ii) upon a Corporate Transaction in which such Option or SAR is not assumed, continued, or substituted, (iii) upon a Change in Control, or (iv) upon the Participant s retirement (as such term may be defined in the Participant s Award Agreement or in another applicable agreement or in accordance with the Company s (or Affiliate s, if applicable) then current employment policies and guidelines), any such vested Options and SARs may be exercised earlier than six months following the date of grant. The foregoing provision is intended to operate so that any income derived by a non-exempt employee in connection with the exercise or vesting of an Option or SAR will be exempt from his or her regular rate of pay.

6. Provisions of Stock Awards other than Options and SARs.

(a) Restricted Stock Awards. Each Restricted Stock Award Agreement shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. To the extent consistent with the Company s Bylaws, at the Board s election, shares of Common Stock may be (i) held in book entry form subject to the Company s instructions until any restrictions relating to the Restricted Stock Award lapse; or (ii) evidenced by a certificate, which certificate shall be held in such form and manner as determined by the Board. The terms and conditions of Restricted Stock Award Agreements may change from time to time, and the terms and conditions of separate Restricted Stock Award Agreements need not be identical; *provided, however*, that each Restricted Stock Award Agreement shall conform to (through incorporation of the provisions hereof by reference in the agreement or otherwise) the substance of each of the following provisions:

(i) Consideration. A Restricted Stock Award may be awarded in consideration for (A) cash, check, bank draft or money order payable to the Company, (B) past services to the Company or an Affiliate, or (C) any other form of legal consideration (including future services) that may be acceptable to the Board, in its sole discretion, and permissible under applicable law; *provided, however*, that where shares of Common Stock are issued pursuant to a Restricted Stock Award the nominal value of each newly issued share is fully paid up.

(ii) Vesting. Shares of Common Stock awarded under a Restricted Stock Award Agreement may be subject to forfeiture to the Company in accordance with a vesting schedule to be determined by the Board.

(iii) Termination of Participant s Continuous Service. If a Participant s Continuous Service terminates, the Company or any Affiliate may receive through a forfeiture condition or a repurchase right any or all of the shares of Common Stock held by the Participant that have not vested as of the date of termination of Continuous Service under the terms of the Restricted Stock Award Agreement.

(iv) Transferability. Rights to acquire shares of Common Stock under the Restricted Stock Award Agreement shall be transferable by the Participant only upon such terms and conditions as are set forth in the Restricted Stock Award Agreement, as the Board shall determine in its sole discretion, so long as Common Stock awarded under the Restricted Stock Award Agreement remains subject to the terms of the Restricted Stock Award Agreement.

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(v) Dividends. A Restricted Stock Award Agreement may provide that any dividends paid on Restricted Stock will be subject to the same vesting and forfeiture restrictions as apply to the shares subject to the Restricted Stock Award to which they relate.

(b) Restricted Stock Unit Awards. Each Restricted Stock Unit Award Agreement shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. The terms and conditions of Restricted Stock Unit Award Agreements may change from time to time, and the terms and conditions of separate Restricted Stock Unit Award Agreements need not be identical; *provided, however*, that each Restricted Stock Unit Award Agreement shall conform to (through incorporation of the provisions hereof by reference in the Agreement or otherwise) the substance of each of the following provisions:

(i) Consideration. At the time of grant of a Restricted Stock Unit Award, the Board will determine the consideration, if any, to be paid by the Participant upon delivery of each share of Common Stock subject to the Restricted Stock Unit Award. The consideration to be paid (if any) by the Participant for each share of Common Stock subject to a Restricted Stock Unit Award may be paid in any form of legal consideration that may be acceptable to the Board, in its sole discretion, and permissible under applicable law; *provided, however*, that where shares of Common Stock are issued pursuant to a Restricted Stock Unit Award the nominal value of each newly issued share is fully paid up.

(ii) Vesting. At the time of the grant of a Restricted Stock Unit Award, the Board may impose such restrictions on or conditions to the vesting of the Restricted Stock Unit Award as it, in its sole discretion, deems appropriate.

(iii) Payment. A Restricted Stock Unit Award may be settled by the delivery of shares of Common Stock, their cash equivalent, any combination thereof or in any other form of consideration, as determined by the Board and contained in the Restricted Stock Unit Award Agreement.

(iv) Additional Restrictions. At the time of the grant of a Restricted Stock Unit Award, the Board, as it deems appropriate, may impose such restrictions or conditions that delay the delivery of the shares of Common Stock (or their cash equivalent) subject to a Restricted Stock Unit Award to a time after the vesting of such Restricted Stock Unit Award.

(v) Dividend Equivalents. Dividend equivalents may be credited in respect of shares of Common Stock covered by a Restricted Stock Unit Award, as determined by the Board and contained in the Restricted Stock Unit Award Agreement. At the sole discretion of the Board, such dividend equivalents may be converted into additional shares of Common Stock covered by the Restricted Stock Unit Award in such manner as determined by the Board. Any additional shares covered by the Restricted Stock Unit Award credited by reason of such dividend equivalents will be subject to all of the same terms and conditions of the underlying Restricted Stock Unit Award Agreement to which they relate.

(vi) Termination of Participant s Continuous Service. Except as otherwise provided in the applicable Restricted Stock Unit Award Agreement, such portion of the Restricted Stock Unit Award that has not vested will be forfeited upon the Participant s termination of Continuous Service.

(c) Performance Awards.

(i) Performance Stock Awards. A Performance Stock Award is a Stock Award that may be granted, may vest or may be exercised contingent upon the attainment during a Performance Period of certain Performance Goals. A Performance Stock Award may, but need not, require the completion of a specified period of Continuous Service. The length of any Performance Period, the Performance Goals to be achieved during the Performance Period, and the measure of whether and to what degree such Performance Goals have been attained with respect to a Performance Stock Award shall be conclusively determined by the Committee, in its sole discretion; *provided, however*, that the Board also may make any such determinations to the extent that the Performance Stock Award is not intended to comply with Section 162(m) of the Code. The maximum number of

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shares covered by an Award that may be granted to any Participant in a calendar year attributable to Performance Stock Awards (whether the grant, vesting or exercise is contingent upon the attainment during a Performance Period of the Performance Goals) shall not exceed two million (2,000,000) shares of Common Stock. The Board may provide for or, subject to such terms and conditions as the Board may specify, may permit a Participant to elect for, the payment of any Performance Stock Award to be deferred to a specified date or event. In addition, to the extent permitted by applicable law and the applicable Award Agreement, the Board may determine that cash may be used in payment of Performance Stock Awards.

(ii) Performance Cash Awards. A Performance Cash Award is a cash award that may be paid contingent upon the attainment during a Performance Period of certain Performance Goals. A Performance Cash Award may, but need not, require the completion of a specified period of Continuous Service. The length of any Performance Period, the Performance Goals to be achieved during the Performance Period, and the measure of whether and to what degree such Performance Goals have been attained with respect to a Performance Cash Award shall be conclusively determined by the Committee, in its sole discretion; *provided, however*, that the Board also may make any such determinations to the extent that the Performance Cash Award is not intended to comply with Section 162(m) of the Code. The maximum value that may be paid to any Participant in a calendar year pursuant to Performance Cash Awards shall not exceed fifteen million dollars ($15,000,000). The Board may provide for or, subject to such terms and conditions as the Board may specify, may permit a Participant to elect for, the payment of any Performance Cash Award to be deferred to a specified date or event. The Board may specify the form of payment of Performance Cash Awards, which may be cash or other property, or may provide for a Participant to have the option for his or her Performance Cash Award, or such portion thereof as the Board may specify, to be paid in whole or in part in cash or other property.

(iii) Committee and Board Discretion. The Committee retains the discretion to reduce or eliminate the compensation or economic benefit due upon the attainment of any Performance Goals and to define the manner of calculating the Performance Criteria it selects to use for a Performance Period with respect to a Performance Stock Award or Performance Cash Award; *provided, however*, that the Board also retains any such discretion to the extent that the Performance Stock Award or Performance Cash Award is not intended to comply with Section 162(m) of the Code.

(iv) Section 162(m) Compliance. Unless otherwise permitted in compliance with the requirements of Section 162(m) of the Code with respect to an Award intended to qualify as performance-based compensation thereunder, the Committee shall establish the Performance Goals applicable to, and the formula for calculating the amount payable under, the Award no later than the earlier of (a) the date ninety (90) days after the commencement of the applicable Performance Period, or (b) the date on which twenty-five percent (25%) of the Performance Period has elapsed, and in either event at a time when the achievement of the applicable Performance Goals remains substantially uncertain. Prior to the payment of any compensation under an Award intended to qualify as performance-based compensation under Section 162(m) of the Code, the Committee shall certify the extent to which any Performance Goals and any other material terms under such Award have been satisfied (other than in cases where such relate solely to the increase in the value of the Common Stock). Notwithstanding the satisfaction of any Performance Goals, to the extent specified at the time of grant of an Award to any covered employee within the meaning of Section 162(m) of the Code that is intended to qualify as performance-based compensation thereunder, the number of shares of Common Stock, Options, cash or other benefits granted, issued, retainable and/or vested under the Award on account of the satisfaction of such Performance Goals may be reduced by the Committee on the basis of such further considerations as the Committee, in its sole discretion, shall determine.

(d) Other Stock Awards. Other forms of Stock Awards valued in whole or in part by reference to, or otherwise based on, Common Stock, including the appreciation in value thereof (e.g., options or stock rights with an exercise price or strike price less than 100% of the Fair Market Value of the Common Stock at the time of grant) may be granted either alone or in addition to Stock Awards provided for under Section 5 and the preceding provisions of this Section 6. Subject to the provisions of the Plan, the Board shall have sole and complete

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authority to determine the persons to whom and the time or times at which such Other Stock Awards will be granted, the number of shares of Common Stock (or the cash equivalent thereof) to be granted pursuant to such Other Stock Awards and all other terms and conditions of such Other Stock Awards; *provided, however*, that where shares of Common Stock are issued pursuant to an Other Stock Award the nominal value of each newly issued share is fully paid up.

7. Covenants of the Company.

(a) Availability of Shares. During the terms of the Stock Awards, the Company shall keep available at all times the number of shares of Common Stock reasonably required to satisfy such Stock Awards.

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

(c) No Obligation to Notify or Minimize Taxes. The Company and any Affiliates shall have no duty or obligation to any Participant to advise such holder as to the time or manner of exercising a Stock Award. Furthermore, the Company and any Affiliates shall have no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of a Stock Award or a possible period in which the Stock Award may not be exercised. The Company and any Affiliates have no duty or obligation to minimize the tax consequences of a Stock Award to the holder of such Stock Award.

8. Miscellaneous.

(a) Use of Proceeds from Sales of Common Stock. Proceeds from the sale of shares of Common Stock pursuant to Stock Awards shall constitute general funds of the Company.

(b) Corporate Action Constituting Grant of Stock Awards. Corporate action constituting a grant by the Company of a Stock Award to any Participant shall be deemed completed as of the date of such corporate action, unless otherwise determined by the Board, regardless of when the instrument, certificate, or letter evidencing the Stock Award is communicated to, or actually received or accepted by, the Participant.

(c) Stockholder Rights. No Participant shall be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Common Stock subject to such Stock Award unless and until (i) such Participant has satisfied all requirements for exercise of the Stock Award pursuant to its terms, if applicable, and (ii) the issuance of the Common Stock subject to such Stock Award has been entered into the books and records of the Company.

(d) No Employment or Other Service Rights. Nothing in the Plan, any Stock Award Agreement or any other instrument executed thereunder or in connection with any Award granted pursuant thereto shall confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Stock Award was granted or shall affect the right of the Company or an Affiliate to terminate the employment of an Employee with or without notice and with or without cause.

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(e) Incentive Stock Option $100,000 Limitation. To the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by any Optionholder during any calendar year (under all plans of the Company and any Affiliates) exceeds one hundred thousand dollars ($100,000), the Options or portions thereof that exceed such limit (according to the order in which they were granted) shall be treated as Nonstatutory Stock Options, notwithstanding any contrary provision of the applicable Option Agreement(s).

(f) Investment Assurances. The Company may require a Participant, as a condition of exercising or acquiring Common Stock under any Stock Award, (i) to give written assurances satisfactory to the Company as to the Participant s knowledge and experience in financial and business matters and/or to employ a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters and that he or she is capable of evaluating, alone or together with the purchaser representative, the merits and risks of exercising the Stock Award; and (ii) to give written assurances satisfactory to the Company stating that the Participant is acquiring Common Stock subject to the Stock Award for the Participant s own account and not with any present intention of selling or otherwise distributing the Common Stock. The foregoing requirements, and any assurances given pursuant to such requirements, shall be inoperative if (A) the issuance of the shares upon the exercise or acquisition of Common Stock under the Stock Award has been registered under a then currently effective registration statement under the Securities Act, or (B) as to any particular requirement, a determination is made by counsel for the Company that such requirement need not be met in the circumstances under the then applicable securities laws. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the Common Stock.

(g) Withholding Obligations. Unless prohibited by the terms of a Stock Award Agreement, the Company or an Affiliate may, in its sole discretion, satisfy any federal, state, local or foreign tax withholding obligation relating to an Award by any of the following means or by a combination of such means: (i) causing the Participant to tender a cash payment; (ii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to the Participant in connection with the Award; *provided, however,* that no shares of Common Stock are withheld with a value exceeding the minimum amount of tax required to be withheld by law (or such lesser amount as may be necessary to avoid classification of the Stock Award as a liability for financial accounting purposes); (iii) withholding cash from an Award settled in cash; (iv) withholding payment from any amounts otherwise payable to the Participant; or (v) by such other method as may be set forth in the Award Agreement.

(h) Electronic Delivery. Any reference herein to a written agreement or document shall include any agreement or document delivered electronically or posted on the Company s (or Affiliate s, if applicable) intranet (or other shared electronic medium controlled by the Company (or Affiliate, if applicable) to which the Participant has access).

(i) Deferrals. To the extent permitted by applicable law, the Board, in its sole discretion, may determine that the delivery of Common Stock or the payment of cash, upon the exercise, vesting or settlement of all or a portion of any Award may be deferred and may establish programs and procedures for deferral elections to be made by Participants. Deferrals by Participants will be made in accordance with Section 409A of the Code. Consistent with Section 409A of the Code, the Board may provide for distributions while a Participant is still an employee or otherwise providing services to the Company or an Affiliate. The Board is authorized to make deferrals of Awards and determine when, and in what annual percentages, Participants may receive payments, including lump sum payments, following the Participant s termination of Continuous Service, and implement such other terms and conditions consistent with the provisions of the Plan and in accordance with applicable law.

(j) Compliance with Section 409A. To the extent that the Board determines that any Award granted hereunder is subject to Section 409A of the Code, the Award Agreement evidencing such Award shall incorporate the terms and conditions necessary to avoid the consequences specified in Section 409A(a)(1) of the

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Code. To the extent applicable, the Plan and Award Agreements shall be interpreted in accordance with Section 409A of the Code. Notwithstanding anything to the contrary in this Plan (and unless the Award Agreement specifically provides otherwise), if the shares of Common Stock are publicly traded and a Participant holding an Award that constitutes deferred compensation under Section 409A of the Code is a specified employee for purposes of Section 409A of the Code, no distribution or payment of any amount shall be made upon a separation from service before a date that is six (6) months following the date of such Participant s separation from service (as defined in Section 409A of the Code without regard to alternative definitions thereunder) or, if earlier, the date of the Participant s death.

(k) Clawback Policy. Any amounts paid hereunder shall be subject to recoupment in accordance with any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company s securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law.

9. Adjustments upon Changes in Common Stock; Other Corporate Events.

(a) Capitalization Adjustments. In the event of a Capitalization Adjustment, the Board shall appropriately and proportionately adjust: (i) the class(es) and maximum number of securities subject to the Plan pursuant to Section 3(a); (ii) the class(es) and maximum number of securities by which the share reserve is to increase automatically each year pursuant to Section 3(a); (iii) the class(es) and maximum number of securities that may be issued pursuant to the exercise of Incentive Stock Options pursuant to Section 3(c); (iv) the class(es) and maximum number of securities that may be awarded to any person pursuant to Sections 3(d) and 6(c)(i); and (v) the class(es) and number of securities and price per share of stock subject to outstanding Stock Awards. The Board shall make such adjustments, and its determination shall be final, binding and conclusive.

(b) Dissolution or Liquidation. Except as otherwise provided in a Stock Award Agreement, in the event of a dissolution or liquidation of the Company, all outstanding Stock Awards (other than Stock Awards consisting of vested and outstanding shares of Common Stock not subject to a forfeiture condition or the Company s or any Affiliate s right of repurchase) shall terminate immediately prior to the completion of such dissolution or liquidation, and any shares of Common Stock subject to the Company s or any Affiliate s repurchase rights or subject to a forfeiture condition may be repurchased or reacquired by the Company or Affiliate notwithstanding the fact that the holder of such Stock Award is providing Continuous Service; *provided, however*, that the Board may, in its sole discretion, cause some or all Stock Awards to become fully vested, exercisable and/or no longer subject to repurchase or forfeiture (to the extent such Stock Awards have not previously expired or terminated) before the dissolution or liquidation is completed but contingent on its completion.

(c) Corporate Transaction. Notwithstanding any other provision of the Plan, the Board may take one or more of the following actions in the event of a Corporate Transaction with respect to Stock Awards, contingent upon the closing or completion of the Corporate Transaction, unless otherwise provided in the instrument evidencing the Stock Award or any other written agreement between the Company or any Affiliate and the Participant or unless otherwise expressly provided by the Board at the time of grant of a Stock Award:

(i) arrange for the surviving corporation or acquiring corporation (or the surviving or acquiring corporation s parent company) to assume or continue the Stock Award or to substitute a similar stock award for the Stock Award (including, but not limited to, an award to acquire the same consideration paid to the stockholders of the Company pursuant to the Corporate Transaction);

(ii) arrange for the assignment of any reacquisition or repurchase rights held by the Company or any Affiliate in respect of Common Stock issued pursuant to the Stock Award to the surviving corporation or acquiring corporation (or the surviving or acquiring corporation s parent company);

(iii) accelerate the vesting, in whole or in part, of the Stock Award (and, if applicable, the time at which the Stock Award may be exercised) to a date prior to the effective time of such Corporate Transaction as the

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Board shall determine (or, if the Board shall not determine such a date, to the date that is five (5) days prior to the effective date of the Corporate Transaction), with such Stock Award terminating if not exercised (if applicable) at or prior to the effective time of the Corporate Transaction;

(iv) arrange for the lapse of any reacquisition or repurchase rights held by the Company or any Affiliate with respect to the Stock Award;

(v) cancel or arrange for the cancellation of the Stock Award, to the extent not vested or not exercised prior to the effective time of the Corporate Transaction, in exchange for such cash consideration, if any, as the Board, in its sole discretion, may consider appropriate; or

(vi) make a payment, in such form as may be determined by the Board equal to the excess, if any, of (A) the value of the property the Participant would have received upon the exercise of the Stock Award, over (B) any exercise price payable by such holder in connection with such exercise.

The Board need not take the same action or actions with respect to all Stock Awards or portions thereof or with respect to all Participants.

(d) Change in Control. A Stock Award may be subject to additional acceleration of vesting and exercisability upon or after a Change in Control as may be provided in the Stock Award Agreement for such Stock Award or as may be provided in any other written agreement between the Company or any Affiliate and the Participant, but in the absence of such provision, no such acceleration shall occur.

10. Termination or Suspension of the Plan.
(a) Plan Term. The Board may suspend or terminate the Plan at any time. No Incentive Stock Option will be granted after the tenth (10th) anniversary of the earlier of (i) the date the Plan is adopted by the Board, or (ii) the date the Plan is approved by the stockholders of the Company. No Awards may be granted under the Plan while the Plan is suspended or after it is terminated.

(b) No Impairment of Rights. Suspension or termination of the Plan shall not impair rights and obligations under any Award granted while the Plan is in effect except with the written consent of the affected Participant.

11. Effective Date of Plan.
This Plan shall become effective on the Effective Date.

12. Choice of Law.
The laws of the State of Delaware shall govern all questions concerning the construction, validity and interpretation of this Plan, without regard to that state s conflict of laws rules.

13. Definitions. As used in the Plan, the following definitions shall apply to the capitalized terms indicated below:
(a) ***Affiliate*** means, at the time of determination, any parent or subsidiary of the Company as such terms are defined in Rule 405 promulgated under the Securities Act. The Board shall have the authority to determine the time or times at which parent or subsidiary status is determined within the foregoing definition.

(b) ***Award*** means a Stock Award or a Performance Cash Award.

(c) ***Award Agreement*** means a written agreement between the Company and a Participant evidencing the terms and conditions of an Award.

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(d) ***Board*** means the Board of Directors of the Company.

(e) ***Capitalization Adjustment*** means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Stock Award after the Effective Date without the receipt of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or any similar equity restructuring transaction, as that term is used in Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto), including, for the avoidance of doubt, capitalization of profits or reserves, capital distribution, rights issue, the conversion of one class of share to another or reduction of capital or otherwise. Notwithstanding the foregoing, the conversion of any convertible securities of the Company shall not be treated as a Capitalization Adjustment.

(f) ***Cause*** shall have the meaning ascribed to such term in any written agreement between the Participant and the Company or an Affiliate defining such term and, in the absence of such agreement, such term shall mean, with respect to a Participant, the occurrence of any of the following events that has a material negative impact on the business or reputation of the Company or an Affiliate: (i) such Participant s commission of any felony or any crime involving fraud, dishonesty or moral turpitude under the laws of the United States or any state thereof; (ii) such Participant s attempted commission of, or participation in, a fraud or act of dishonesty against the Company or an Affiliate; (iii) such Participant s intentional, material violation of any contract or agreement between the Participant and the Company or an Affiliate or of any statutory duty owed to the Company or an Affiliate; (iv) such Participant s unauthorized use or disclosure of the Company s or an Affiliate s confidential information or trade secrets; or (v) such Participant s gross misconduct. The determination that a termination of the Participant s Continuous Service is either for Cause or without Cause shall be made by the Company (or an Affiliate, if applicable) in its sole discretion. Any determination by the Company (or an Affiliate, if applicable) that the Continuous Service of a Participant was terminated with or without Cause for the purposes of outstanding Awards held by such Participant shall have no effect upon any determination of the rights or obligations of the Company or Affiliate or such Participant for any other purpose.

(g) ***Change in Control*** means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) any Exchange Act Person becomes the Owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company s then outstanding securities other than by virtue of a merger, consolidation or similar transaction. Notwithstanding the foregoing, a Change in Control shall not be deemed to occur (A) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other Exchange Act Person that acquires the Company s securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities or (B) solely because the level of Ownership held by any Exchange Act Person (the ***Subject Person***) exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company or any Affiliate reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company or any Affiliate, and after such share acquisition, the Subject Person becomes the Owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities Owned by the Subject Person over the designated percentage threshold, then a Change in Control shall be deemed to occur;

(ii) there is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not Own, directly or indirectly, either (A) outstanding voting securities representing more than fifty percent (50%) of the combined outstanding voting power of the surviving Entity in such merger, consolidation or similar transaction or (B) more than fifty percent

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(50%) of the combined outstanding voting power of the parent of the surviving Entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such transaction;

(iii) the stockholders of the Company approve or the Board approves a plan of complete dissolution or liquidation of the Company, or a complete dissolution or liquidation of the Company shall otherwise occur, except for a liquidation into a parent corporation;

(iv) there is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries to an Entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are Owned by stockholders of the Company in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition; or

(v) individuals who, on the date the Plan is adopted by the Board, are members of the Board (the ***Incumbent Board***) cease for any reason to constitute at least a majority of the members of the Board; *provided, however*, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member shall, for purposes of the Plan, be considered as a member of the Incumbent Board.

For the avoidance of doubt, any one or more of the above events may be effected pursuant to (A) a compromise or arrangement sanctioned by the court under section 201 of the Companies Act 1963 of the Republic of Ireland or (B) section 204 of the Companies Act 1963 of the Republic of Ireland.

Notwithstanding the foregoing or any other provision of this Plan, (A) the term Change in Control shall not include (1) a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company or (2) unless the Board determines otherwise, the creation of a new holding company where the Company becomes a wholly-owned subsidiary of that holding company and the holding company will be owned in substantially the same proportions by the persons who held the Company s issued shares immediately before such transaction, in which case Stock Awards granted hereunder will be treated as if they were in all respects awards over shares in the holding company but so that (i) the new award shall vest in the same manner as the Stock Award, (ii) the total market value of the new shares subject to the new award shall, immediately after such reorganization, be equal to the total market value of the shares of Common Stock comprised in the Stock Award immediately prior to such reorganization, (iii) the new award shall be subject to performance conditions that shall be at least equivalent (as determined by the Board) to the Performance Goals, if any, attaching to the Stock Award, (iv) the new shares shall have the same rights attaching thereto as the shares of Common Stock in the Company, and (v) the new award shall be deemed to have been granted as at the date of grant of the Stock Award, and (B) the definition of Change in Control (or any analogous term) in an individual written agreement between the Company or any Affiliate and the Participant shall supersede the foregoing definition with respect to Awards subject to such agreement; *provided, however*, that if no definition of Change in Control or any analogous term is set forth in such an individual written agreement, the foregoing definition shall apply.

The Board may, in its sole discretion and without a Participant s consent, amend the definition of Change in Control to conform to the definition of Change in Control under Section 409A of the Code, and the regulations thereunder.

(h) ***Code*** means the Internal Revenue Code of 1986, as amended, including any applicable regulations and guidance thereunder.

(i) ***Committee*** means a committee of one (1) or more Directors to whom authority has been delegated by the Board in accordance with Section 2(c).

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(j) ***Common Stock*** means the common stock of the Company.

(k) ***Company*** means Jazz Pharmaceuticals, Inc., a Delaware corporation.

(l) ***Consultant*** means any person, including an advisor, who is (i) engaged by the Company or an Affiliate to render consulting or advisory services and is compensated for such services, or (ii) serving as a member of the board of directors of an Affiliate and is compensated for such services. However, service solely as a Director, or payment of a fee for such service, shall not cause a Director to be considered a Consultant for purposes of the Plan. Notwithstanding the foregoing, a person is treated as a Consultant under this Plan only if a Form S-8 Registration Statement under the Securities Act is available to register either the offer or the sale of the Company s securities to such person.

(m) ***Continuous Service*** means that the Participant s service with the Company or an Affiliate, whether as an Employee, Director or Consultant, is not interrupted or terminated. Except as provided in the following sentence, a change in the capacity in which the Participant renders service to the Company or an Affiliate as an Employee, Consultant or Director or a change in the entity for which the Participant renders such service, provided that there is no interruption or termination of the Participant s service with the Company or an Affiliate, shall not terminate a Participant s Continuous Service; *provided, however*, if the Entity for which a Participant is rendering services ceases to qualify as an Affiliate, as determined by the Board in its sole discretion, such Participant s Continuous Service shall be considered to have terminated on the date such Entity ceases to qualify as an Affiliate. Notwithstanding the foregoing, unless the Board or the Compensation Committee of the Board agrees otherwise in writing, in the event a Participant s service as an Employee or Consultant terminates and upon such termination, the only capacity in which the Participant continues to render service to the Company is as a Director, then such Participant s Continuous Service shall be considered to have terminated on the date of such termination of employment or termination of service as a Consultant, as the case may be, and regardless of whether such Participant continues to render service to the Company as a Director following such termination. To the extent permitted by law, the Board or the chief executive officer of the Company (or an Affiliate, if applicable), in that party s sole discretion, may determine whether Continuous Service shall be considered interrupted in the case of: (i) any leave of absence approved by the Board or the chief executive officer of the Company (or an Affiliate, if applicable), including sick leave, military leave or any other personal leave; or (ii) transfers between the Company, an Affiliate, or their successors. Notwithstanding the foregoing, a leave of absence shall be treated as Continuous Service for purposes of vesting in a Stock Award only to such extent as may be provided in the Company s (or Affiliate s, if applicable) leave of absence policy, in the written terms of any leave of absence agreement or policy applicable to the Participant, or as otherwise required by law.

(n) ***Corporate Transaction*** means the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) a sale or other disposition of all or substantially all, as determined by the Board, in its sole discretion, of the consolidated assets of the Company and its Subsidiaries;

(ii) a sale or other disposition of at least ninety percent (90%) of the outstanding securities of the Company;

(iii) a merger, consolidation or similar transaction following which the Company is not the surviving corporation; or

(iv) a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

For the avoidance of doubt, any one or more of the above events may be effected pursuant to (A) a compromise or arrangement sanctioned by the court under section 201 of the Companies Act 1963 of the Republic of Ireland or (B) section 204 of the Companies Act 1963 of the Republic of Ireland.

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Notwithstanding the foregoing or any other provision of this Plan, unless the Board determines otherwise, the term Corporate Transaction shall not include the creation of a new holding company where the Company becomes a wholly-owned subsidiary of that holding company and the holding company will be owned in substantially the same proportions by the persons who held the Company s issued shares immediately before such transaction (in which case Stock Awards granted hereunder will be treated as set out in the second paragraph after part (v) of the definition of Change in Control above).

(o) ***Covered Employee*** shall have the meaning provided in Section 162(m)(3) of the Code.

(p) ***Director*** means a member of the Board.

(q) ***Disability*** means, with respect to a Participant, the inability of such Participant 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 which has lasted or can be expected to last for a continuous period of not less than twelve (12) months, as provided in Sections 22(e)(3) and 409A(a)(2)(c)(i) of the Code, and shall be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

(r) ***Effective Date*** means the effective date of this Plan document, which is immediately prior to the effective time of the merger between Jazz Pharmaceuticals, Inc. and Azur Pharma Limited pursuant to the Agreement and Plan of Merger and Reorganization dated September 19, 2011, provided that the Plan is approved by the stockholders of the Company prior to such merger and such merger is consummated.

(s) ***Employee*** means any person employed by the Company or an Affiliate. However, service solely as a Director, or payment of a fee for such services, shall not cause a Director to be considered an Employee for purposes of the Plan.

(t) ***Entity*** means a corporation, partnership, limited liability company or other entity.

(u) ***Exchange Act*** means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(v) ***Exchange Act Person*** means any natural person, Entity or group (within the meaning of Section 13(d) or 14(d) of the Exchange Act), except that Exchange Act Person shall not include (i) the Company or any Subsidiary of the Company, (ii) any employee benefit plan of the Company or any Subsidiary of the Company or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, (iii) an underwriter temporarily holding securities pursuant to a registered public offering of such securities, (iv) an Entity Owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their Ownership of stock of the Company; or (v) any natural person, Entity or group (within the meaning of Section 13(d) or 14(d) of the Exchange Act) that, as of the Effective Date, is the Owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company s then outstanding securities.

(w) ***Fair Market Value*** means, as of any date, the value of the Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value of a share of Common Stock shall be the closing sales price for such stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the date of determination, as reported in a source the Board deems reliable.

(ii) Unless otherwise provided by the Board, if there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

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(iii) In the absence of such markets for the Common Stock, the Fair Market Value shall be determined by the Board in good faith and in a manner that complies with Sections 409A and 422 of the Code.

(x) ***Incentive Stock Option*** means an option granted pursuant to Section 5 of the Plan that is intended to be, and qualifies as, an incentive stock option within the meaning of Section 422 of the Code.

(y) ***Non-Employee Director*** means a Director who either (i) is not a current employee or officer of the Company or an Affiliate, does not receive compensation, either directly or indirectly, from the Company or an Affiliate for services rendered as a consultant or in any capacity other than as a Director (except for an amount as to which disclosure would not be required under Item 404(a) of Regulation S-K promulgated pursuant to the Securities Act (***Regulation S-K***)), does not possess an interest in any other transaction for which disclosure would be required under Item 404(a) of Regulation S-K, and is not engaged in a business relationship for which disclosure would be required pursuant to Item 404(b) of Regulation S-K; or (ii) is otherwise considered a non-employee director for purposes of Rule 16b-3.

(z) ***Nonstatutory Stock Option*** means any option granted pursuant to Section 5 of the Plan that does not qualify as an Incentive Stock Option.

(aa) ***Officer*** means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act.

(bb) ***Option*** means an Incentive Stock Option or a Nonstatutory Stock Option to purchase shares of Common Stock granted pursuant to the Plan.

(cc) ***Option Agreement*** means a written agreement between the Company and an Optionholder evidencing the terms and conditions of an Option grant. Each Option Agreement shall be subject to the terms and conditions of the Plan.

(dd) ***Optionholder*** means a person to whom an Option is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Option.

(ee) ***Other Stock Award*** means an award based in whole or in part by reference to the Common Stock which is granted pursuant to the terms and conditions of Section 6(d).

(ff) ***Other Stock Award Agreement*** means a written agreement between the Company and a holder of an Other Stock Award evidencing the terms and conditions of an Other Stock Award grant. Each Other Stock Award Agreement shall be subject to the terms and conditions of the Plan.

(gg) ***Outside Director*** means a Director who either (i) is not a current employee of the Company or an affiliated corporation (within the meaning of Treasury Regulations promulgated under Section 162(m) of the Code), is not a former employee of the Company or an affiliated corporation who receives compensation for prior services (other than benefits under a tax-qualified retirement plan) during the taxable year, has not been an officer of the Company or an affiliated corporation, and does not receive remuneration from the Company or an affiliated corporation, either directly or indirectly, in any capacity other than as a Director, or (ii) is otherwise considered an outside director for purposes of Section 162(m) of the Code.

(hh) ***Own, Owned, Owner, Ownership*** A person or Entity shall be deemed to Own, to have Owned, to be the Owner of, or to have acc Ownership of securities if such person or Entity, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities.

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(ii) ***Participant*** means a person to whom an Award is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Stock Award.

(jj) ***Performance Cash Award*** means an award of cash granted pursuant to the terms and conditions of Section 6(c)(ii).

(kk) ***Performance Criteria*** means, with respect to a Performance Stock Award or Performance Cash Award, the one or more criteria that the Committee shall select for purposes of establishing the Performance Goals for a Performance Period; *provided, however*, that the Board also may select any such criteria to the extent that the Performance Stock Award or Performance Cash Award is not intended to comply with Section 162(m) of the Code. The Performance Criteria that shall be used to establish such Performance Goals may be based on any one of, or combination of, the following as determined by the Committee (or Board, if applicable): (i) earnings (including earnings per share and net earnings); (ii) earnings before interest, taxes and depreciation; (iii) earnings before interest, taxes, depreciation and amortization; (iv) total stockholder return; (v) return on equity or average stockholder s equity; (vi) return on assets, investment, or capital employed; (vii) stock price; (viii) margin (including gross margin); (ix) income (before or after taxes); (x) operating income; (xi) operating income after taxes; (xii) pre-tax profit; (xiii) operating cash flow; (xiv) sales or revenue targets (including volume-based measures); (xv) increases in revenue or product revenue; (xvi) expenses and cost reduction goals; (xvii) improvement in or attainment of working capital levels; (xiii) economic value added (or an equivalent metric); (xix) market share; (xx) cash flow; (xxi) cash flow per share; (xxii) share price performance; (xxiii) debt reduction; (xxiv) implementation or completion of projects or processes; (xxv) customer satisfaction; (xxvi) stockholders equity; (xxvii) capital expenditures; (xxiii) debt levels; (xxix) operating profit or net operating profit; (xxx) workforce diversity; (xxxi) growth of net income or operating income; (xxxii) billings; and (xxxiii) to the extent that an Award is not intended to comply with Section 162(m) of the Code, other measures of performance selected by the Committee or Board.

(ll) ***Performance Goals*** means, with respect to a Performance Stock Award or Performance Cash Award, for a Performance Period, the one or more goals established by the Committee for the Performance Period based upon the Performance Criteria; *provided, however*, that the Board also may establish any such goals to the extent that the Performance Stock Award or Performance Cash Award is not intended to comply with Section 162(m) of the Code. Performance Goals may be based on a Company-wide basis, with respect to one or more business units, divisions, Affiliates, or business segments, and in either absolute terms or relative to the performance of one or more comparable companies or the performance of one or more relevant indices. Unless specified otherwise by the Committee (or the Board to the extent that an Award is not intended to comply with Section 162(m) of the Code), (i) in the Award Agreement at the time the Award is granted or (ii) in such other document setting forth the Performance Goals at the time the Performance Goals are established, the Committee (or Board, if applicable) shall appropriately make adjustments in the method of calculating the attainment of Performance Goals for a Performance Period as follows: (1) to exclude restructuring and/or other nonrecurring charges; (2) to exclude exchange rate effects, as applicable, for non-U.S. dollar denominated Performance Goals; (3) to exclude the effects of changes to generally accepted accounting principles; (4) to exclude the effects of any statutory adjustments to corporate tax rates; and (5) to exclude the effects of any extraordinary items as determined under generally accepted accounting principles.

(mm) ***Performance Period*** means, with respect to a Performance Stock Award or Performance Cash Award, the period of time selected by the Committee over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant s right to and the payment of the Performance Stock Award or Performance Cash Award; *provided, however*, that the Board also may select any such period to the extent that the Performance Stock Award or Performance Cash Award is not intended to comply with Section 162(m) of the Code. Performance Periods may be of varying and overlapping duration, at the sole discretion of the Committee (or the Board, if applicable).

(nn) ***Performance Stock Award*** means a Stock Award granted under the terms and conditions of Section 6(c)(i).

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(oo) ***Plan*** means this Jazz Pharmaceuticals, Inc. 2011 Equity Incentive Plan.

(pp) ***Restricted Stock Award*** means an award of shares of Common Stock which is granted pursuant to the terms and conditions of Section 6(a).

(qq) ***Restricted Stock Award Agreement*** means a written agreement between the Company and a holder of a Restricted Stock Award evidencing the terms and conditions of a Restricted Stock Award grant. Each Restricted Stock Award Agreement shall be subject to the terms and conditions of the Plan.

(rr) ***Restricted Stock Unit Award*** means a right to receive shares of Common Stock which is granted pursuant to the terms and conditions of Section 6(b).

(ss) ***Restricted Stock Unit Award Agreement*** means a written agreement between the Company and a holder of a Restricted Stock Unit Award evidencing the terms and conditions of a Restricted Stock Unit Award grant. Each Restricted Stock Unit Award Agreement shall be subject to the terms and conditions of the Plan.

(tt) ***Rule 16b-3*** means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

(uu) ***Securities Act*** means the Securities Act of 1933, as amended.

(vv) ***Stock Appreciation Right*** or ***SAR*** means a right to receive the appreciation on Common Stock that is granted pursuant to the terms and conditions of Section 5.

(ww) ***Stock Appreciation Right Agreement*** means a written agreement between the Company and a holder of a Stock Appreciation Right evidencing the terms and conditions of a Stock Appreciation Right grant. Each Stock Appreciation Right Agreement shall be subject to the terms and conditions of the Plan.

(xx) ***Stock Award*** means any right to receive Common Stock granted under the Plan, including an Incentive Stock Option, a Nonstatutory Stock Option, a Restricted Stock Award, a Restricted Stock Unit Award, a Stock Appreciation Right, a Performance Stock Award or any Other Stock Award.

(yy) ***Stock Award Agreement*** means a written agreement between the Company and a Participant evidencing the terms and conditions of a Stock Award grant. Each Stock Award Agreement shall be subject to the terms and conditions of the Plan.

(zz) ***Subsidiary*** means, with respect to the Company, (i) any corporation of which more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, Owned by the Company, and (ii) any partnership, limited liability company or other entity in which the Company has a direct or indirect interest (whether in the form of voting or participation in profits or capital contribution) of more than fifty percent (50%).

(aaa) ***Ten Percent Stockholder*** means a person who Owns (or is deemed to Own pursuant to Section 424(d) of the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Affiliate.

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Annex K

JAZZ PHARMACEUTICALS, INC.

2007 EMPLOYEE STOCK PURCHASE PLAN

ADOPTED BY THE BOARD OF DIRECTORS: MAY 1, 2007

APPROVED BY THE STOCKHOLDERS: MAY 9, 2007

AMENDED AND RESTATED BY THE BOARD OF DIRECTORS: SEPTEMBER 29, 2010

AMENDED AND RESTATED BY THE BOARD OF DIRECTORS: OCTOBER 24, 2011

APPROVED BY THE STOCKHOLDERS: [, 2011]

1. GENERAL.

(a) The purpose of the Plan is to provide a means by which Eligible Employees of the Company and certain designated Related Corporations may be given an opportunity to purchase shares of Common Stock. The Plan is intended to permit the Company to grant a series of Purchase Rights to Eligible Employees under an Employee Stock Purchase Plan.

(b) The Company, by means of the Plan, seeks to retain the services of such Employees, to secure and retain the services of new Employees and to provide incentives for such persons to exert maximum efforts for the success of the Company and its Related Corporations.

2. ADMINISTRATION.

(a) The Board shall administer the Plan unless and until the Board delegates administration of the Plan to a Committee or Committees, as provided in Section 2(c).

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

(i) To determine how and when Purchase Rights to purchase shares of Common Stock shall be granted and the provisions of each Offering comprised of such Purchase Rights (which need not be identical).

(ii) To designate from time to time which Related Corporations of the Company shall be eligible to participate in the Plan.

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

(iv) To settle all controversies regarding the Plan and Purchase Rights granted under it.

(v) To suspend or terminate the Plan at any time as provided in Section 13.

(vi) To amend the Plan at any time as provided in Section 13.

(vii) Generally, to exercise such powers and to perform such acts as it deems necessary or expedient to promote the best interests of the Company and its Related Corporations and to carry out the intent that the Plan be treated as an Employee Stock Purchase Plan.

(viii) To adopt such procedures and sub-plans as are necessary or appropriate to permit participation in the Plan by Employees who are foreign nationals or employed outside the United States.

(c) The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration is delegated to a Committee, the Committee shall have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the

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power to delegate to a subcommittee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board shall thereafter be to the Committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. The Board may retain the authority to concurrently administer the Plan with the Committee and may, at any time, revest in the Board some or all of the powers previously delegated. Whether or not the Board has delegated administration of the Plan to a Committee, the Board shall have the final power to determine all questions of policy and expediency that may arise in the administration of the Plan.

(d) All determinations, interpretations and constructions made by the Board in good faith shall not be subject to review by any person and shall be final, binding and conclusive on all persons.

3. Shares of Common Stock Subject to the Plan.

(a) Subject to the provisions of Section 12(a) relating to Capitalization Adjustments, the shares of Common Stock that may be sold pursuant to Purchase Rights shall not exceed in the aggregate [( )][1] shares of Common Stock. In addition, the number of shares of Common Stock available for issuance under the Plan shall automatically increase on January 1st of each year for a period of ten (10) years commencing on January 1, 2013 and ending on (and including) January 1, 2022, in an amount equal to the lesser of (i) one and one-half percent (1.5%) of the total number of shares of Common Stock outstanding on December 31st of the preceding calendar year or (ii) one million (1,000,000) shares of Common Stock. Notwithstanding the foregoing, the Board may act prior to the first day of any calendar year, to provide that there shall be no increase in the share reserve for such calendar year or that the increase in the share reserve for such calendar year shall be a lesser number of shares of Common Stock than would otherwise occur pursuant to the preceding sentence.

(b) If any Purchase Right granted under the Plan shall for any reason terminate without having been exercised, the shares of Common Stock not purchased under such Purchase Right shall again become available for issuance under the Plan.

(c) The stock purchasable under the Plan shall be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company or any Affiliate on the open market or otherwise.

4. Grant of Purchase Rights; Offering.

(a) The Board may from time to time grant or provide for the grant of Purchase Rights to purchase shares of Common Stock under the Plan to Eligible Employees in an Offering (consisting of one or more Purchase Periods) on an Offering Date or Offering Dates selected by the Board. Each Offering shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate, which shall comply with the requirement of Section 423(b)(5) of the Code that all Employees granted Purchase Rights shall have the same rights and privileges. The terms and conditions of an Offering shall be incorporated by reference into the Plan and treated as part of the Plan. The provisions of separate Offerings need not be identical, but each Offering shall include (through incorporation of the provisions of this Plan by reference in the document comprising the Offering or otherwise) the period during which the Offering shall be effective, which period shall not exceed twenty-seven (27) months beginning with the Offering Date, and the substance of the provisions contained in Sections 5 through 8, inclusive.

(b) If a Participant has more than one Purchase Right outstanding under the Plan, unless he or she otherwise indicates in agreements or notices delivered hereunder: (i) each agreement or notice delivered by that Participant shall be deemed to apply to all of his or her Purchase Rights under the Plan, and (ii) a Purchase Right with a lower exercise price (or an earlier-granted Purchase Right, if different Purchase Rights have identical exercise prices) shall be exercised to the fullest possible extent before a Purchase Right with a higher exercise price (or a later-granted Purchase Right if different Purchase Rights have identical exercise prices) shall be exercised.

[1] Insert total number of shares in the share reserve as of the closing of the merger, which will be equal to (i) 560,000 new shares, plus (ii) the number of shares remaining available for issuance in the share reserve as of immediately prior to the closing of the merger.

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(c) The Board shall have the discretion to structure an Offering so that if the Fair Market Value of a share of Common Stock on any Purchase Date within that Offering is less than or equal to the Fair Market Value of a share of Common Stock on the Offering Date for that Offering, then (i) that Offering shall terminate immediately following the purchase of shares of Common Stock on such Purchase Date, and (ii) Participants in such terminated Offering shall be automatically enrolled in a new Offering beginning on the first day following such Purchase Date.

5. Eligibility.

(a) Purchase Rights may be granted only to Employees of the Company or, as the Board may designate as provided in Section 2(b), to Employees of a Related Corporation. Except as provided in Section 5(b), an Employee shall not be eligible to be granted Purchase Rights under the Plan unless, on the Offering Date, such Employee has been in the employ of the Company or the Related Corporation, as the case may be, for such continuous period preceding such Offering Date as the Board may require, but in no event shall the required period of continuous employment be greater than two (2) years. In addition, the Board may provide that no Employee shall be eligible to be granted Purchase Rights under the Plan unless, on the Offering Date, such Employee s customary employment with the Company or the Related Corporation is at least twenty (20) hours per week and at least five (5) months per calendar year or such other criteria as the Board may determine consistent with Section 423 of the Code.

(b) The Board may provide that each person who, during the course of an Offering, first becomes an Eligible Employee shall, on a date or dates specified in the Offering which coincides with the day on which such person becomes an Eligible Employee or which occurs thereafter, receive a Purchase Right under that Offering, which Purchase Right shall thereafter be deemed to be a part of that Offering. Such Purchase Right shall have the same characteristics as any Purchase Rights originally granted under that Offering, as described herein, except that:

(i) the date on which such Purchase Right is granted shall be the Offering Date of such Purchase Right for all purposes, including determination of the exercise price of such Purchase Right;

(ii) the period of the Offering with respect to such Purchase Right shall begin on its Offering Date and end coincident with the end of such Offering; and

(iii) the Board may provide that if such person first becomes an Eligible Employee within a specified period of time before the end of the Offering, he or she shall not receive any Purchase Right under that Offering.

(c) No Employee shall be eligible for the grant of any Purchase Rights under the Plan if, immediately after any such Purchase Rights are granted, such Employee owns stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or of any Related Corporation. For purposes of this Section 5(c), the rules of Section 424(d) of the Code shall apply in determining the stock ownership of any Employee, and stock which such Employee may purchase under all outstanding Purchase Rights and options shall be treated as stock owned by such Employee.

(d) As specified by Section 423(b)(8) of the Code, an Eligible Employee may be granted Purchase Rights under the Plan only if such Purchase Rights, together with any other rights granted under all Employee Stock Purchase Plans of the Company and any Related Corporations, do not permit such Eligible Employee s rights to purchase stock of the Company or any Related Corporation to accrue at a rate which exceeds twenty five thousand dollars ($25,000) of Fair Market Value of such stock (determined at the time such rights are granted, and which, with respect to the Plan, shall be determined as of their respective Offering Dates) for each calendar year in which such rights are outstanding at any time.

(e) Officers of the Company and any designated Related Corporation, if they are otherwise Eligible Employees, shall be eligible to participate in Offerings under the Plan. Notwithstanding the foregoing, the Board may provide in an Offering that Employees who are highly compensated Employees within the meaning of Section 423(b)(4)(D) of the Code shall not be eligible to participate.

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6. Purchase Rights; Purchase Price.

(a) On each Offering Date, each Eligible Employee, pursuant to an Offering made under the Plan, shall be granted a Purchase Right to purchase up to that number of shares of Common Stock purchasable either with a percentage or with a maximum dollar amount, as designated by the Board, but in either case not exceeding fifteen percent (15%) of such Employee s earnings (as defined by the Board in each Offering) during the period that begins on the Offering Date (or such later date as the Board determines for a particular Offering) and ends on the date stated in the Offering, which date shall be no later than the end of the Offering.

(b) The Board shall establish one (1) or more Purchase Dates during an Offering as of which Purchase Rights granted pursuant to that Offering shall be exercised and purchases of shares of Common Stock shall be carried out in accordance with such Offering.

(c) In connection with each Offering made under the Plan, the Board may specify a maximum number of shares of Common Stock that may be purchased by any Participant on any Purchase Date during such Offering. In connection with each Offering made under the Plan, the Board may specify a maximum aggregate number of shares of Common Stock that may be purchased by all Participants pursuant to such Offering. In addition, in connection with each Offering that contains more than one Purchase Date, the Board may specify a maximum aggregate number of shares of Common Stock that may be purchased by all Participants on any Purchase Date under the Offering. If the aggregate purchase of shares of Common Stock issuable upon exercise of Purchase Rights granted under the Offering would exceed any such maximum aggregate number, then, in the absence of any Board action otherwise, a pro rata allocation of the shares of Common Stock available shall be made in as nearly a uniform manner as shall be practicable and equitable.

(d) The purchase price of shares of Common Stock acquired pursuant to Purchase Rights shall be not less than the lesser of:

(i) an amount equal to eighty-five percent (85%) of the Fair Market Value of the shares of Common Stock on the Offering Date; or

(ii) an amount equal to eighty-five percent (85%) of the Fair Market Value of the shares of Common Stock on the applicable Purchase Date;

provided, however, that in all cases the purchase price is not less than the nominal value of a share of Common Stock on the applicable Purchase Date.

7. Participation; Withdrawal; Termination.

(a) A Participant may elect to authorize payroll deductions pursuant to an Offering under the Plan by completing and delivering to the Company, within the time specified in the Offering, an enrollment form (in such form as the Company may provide). Each such enrollment form shall authorize an amount of Contributions expressed as a percentage of the submitting Participant s earnings (as defined in each Offering) during the Offering (not to exceed the maximum percentage specified by the Board). Each Participant s Contributions shall be credited to a bookkeeping account for such Participant under the Plan and shall be deposited with the general funds of the Company except where applicable law requires that Contributions be deposited with a third party. To the extent provided in the Offering, a Participant may begin such Contributions after the beginning of the Offering. To the extent provided in the Offering, a Participant may thereafter reduce (including to zero) or increase his or her Contributions. To the extent specifically provided in the Offering, in addition to making Contributions by payroll deductions, a Participant may make Contributions through the payment by cash or check prior to each Purchase Date of the Offering.

(b) During an Offering, a Participant may cease making Contributions and withdraw from the Offering by delivering to the Company a notice of withdrawal in such form as the Company may provide. Such withdrawal may be elected at any time prior to the end of the Offering, except as provided otherwise in the Offering. Upon

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such withdrawal from the Offering by a Participant, the Company shall distribute to such Participant all of his or her accumulated Contributions (reduced to the extent, if any, such Contributions have been used to acquire shares of Common Stock for the Participant) under the Offering, and such Participant s Purchase Right in that Offering shall thereupon terminate. A Participant s withdrawal from an Offering shall have no effect upon such Participant s eligibility to participate in any other Offerings under the Plan, but such Participant shall be required to deliver a new enrollment form in order to participate in subsequent Offerings.

(c) Purchase Rights granted pursuant to any Offering under the Plan shall terminate immediately upon a Participant ceasing to be an Employee for any reason or for no reason (subject to any post-employment participation period required by law) or other lack of eligibility. The Company shall distribute to such terminated or otherwise ineligible Employee all of his or her accumulated Contributions (reduced to the extent, if any, such Contributions have been used to acquire shares of Common Stock for the terminated or otherwise ineligible Employee) under the Offering.

(d) Purchase Rights shall not be transferable by a Participant except by will, the laws of descent and distribution, or by a beneficiary designation as provided in Section 10. During a Participant s lifetime, Purchase Rights shall be exercisable only by such Participant.

(e) Unless otherwise specified in an Offering, the Company shall have no obligation to pay interest on Contributions.

8. Exercise of Purchase Rights.

(a) On each Purchase Date during an Offering, each Participant s accumulated Contributions shall be applied to the purchase of shares of Common Stock up to the maximum number of shares of Common Stock permitted pursuant to the terms of the Plan and the applicable Offering, at the purchase price specified in the Offering. No fractional shares shall be issued upon the exercise of Purchase Rights unless specifically provided for in the Offering.

(b) If any amount of accumulated Contributions remains in a Participant s account after the purchase of shares of Common Stock and such remaining amount is less than the amount required to purchase one share of Common Stock on the final Purchase Date of an Offering, then such remaining amount shall be held in such Participant s account for the purchase of shares of Common Stock under the next Offering under the Plan, unless such Participant withdraws from such next Offering, as provided in Section 7(b), or is not eligible to participate in such Offering, as provided in Section 5, in which case such amount shall be distributed to such Participant after the final Purchase Date, without interest. If the amount of Contributions remaining in a Participant s account after the purchase of shares of Common Stock is at least equal to the amount required to purchase one (1) whole share of Common Stock on the final Purchase Date of the Offering, then such remaining amount shall be distributed in full to such Participant at the end of the Offering without interest.

(c) No Purchase Rights may be exercised to any extent unless the shares of Common Stock to be issued upon such exercise under the Plan are covered by an effective registration statement pursuant to the Securities Act and the Plan is in material compliance with all applicable federal, state, foreign and other securities and other laws applicable to the Plan. If on a Purchase Date during any Offering hereunder the shares of Common Stock are not so registered or the Plan is not in such compliance, no Purchase Rights or any Offering shall be exercised on such Purchase Date, and the Purchase Date shall be delayed until the shares of Common Stock are subject to such an effective registration statement and the Plan is in such compliance, except that the Purchase Date shall not be delayed more than twelve (12) months and the Purchase Date shall in no event be more than twenty-seven (27) months from the Offering Date. If, on the Purchase Date under any Offering hereunder, as delayed to the maximum extent permissible, the shares of Common Stock are not registered and the Plan is not in such compliance, no Purchase Rights or any Offering shall be exercised and all Contributions accumulated during the Offering (reduced to the extent, if any, such Contributions have been used to acquire shares of Common Stock) shall be distributed to the Participants without interest.

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9. Covenants of the Company.

The Company shall seek to obtain from each federal, state, foreign or other regulatory commission or agency having jurisdiction over the Plan such authority as may be required to issue and sell shares of Common Stock upon exercise of the Purchase Rights. If, after commercially reasonable efforts, the Company is unable to obtain from any such regulatory commission or agency the authority that counsel for the Company deems necessary for the lawful issuance and sale of Common Stock under the Plan, the Company shall be relieved from any liability for failure to issue and sell Common Stock upon exercise of such Purchase Rights unless and until such authority is obtained.

10. Designation of Beneficiary.

(a) A Participant may file a written designation of a beneficiary who is to receive any shares of Common Stock and/or cash, if any, from the Participant s account under the Plan in the event of such Participant s death subsequent to the end of an Offering but prior to delivery to the Participant of such shares of Common Stock or cash. In addition, a Participant may file a written designation of a beneficiary who is to receive any cash from the Participant s account under the Plan in the event of such Participant s death during an Offering. Any such designation shall be on a form provided by or otherwise acceptable to the Company.

(b) The Participant may change such designation of beneficiary at any time by written notice to the Company. In the event of the death of a Participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such Participant s death, the Company shall deliver such shares of Common Stock and/or cash to the executor or administrator of the estate of the Participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its sole discretion, may deliver such shares of Common Stock and/or cash to the spouse or to any one or more dependents or relatives of the Participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

11. Miscellaneous Provisions.

(a) The Plan and Offering do not constitute an employment contract. Nothing in the Plan or in the Offering shall in any way alter the at will nature of a Participant s employment or be deemed to create in any way whatsoever any obligation on the part of any Participant to continue in the employ of the Company or a Related Corporation, or on the part of the Company or a Related Corporation to continue the employment of a Participant.

(b) The provisions of the Plan shall be governed by the laws of the State of Delaware without resort to that state s conflicts of laws rules.

(c) Proceeds from the sale of shares of Common Stock pursuant to Purchase Rights shall constitute general funds of the Company.

(d) A Participant shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to, shares of Common Stock subject to Purchase Rights unless and until the Participant s shares of Common Stock acquired upon exercise of Purchase Rights are recorded in the books of the Company (or its transfer agent).

12. Adjustments upon Changes in Common Stock; Corporate Transactions.

(a) In the event of a Capitalization Adjustment, the Board shall appropriately and proportionately adjust: (i) the class(es) and maximum number of securities subject to the Plan pursuant to Section 3(a), (ii) the class(es) and maximum number of securities by which the share reserve is to increase automatically each year pursuant to Section 3(a), (iii) the class(es) and number of securities subject to, and the purchase price applicable to outstanding

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Offerings and Purchase Rights, and (iv) the class(es) and number of securities imposed by purchase limits under each ongoing Offering. The Board shall make such adjustments, and its determination shall be final, binding and conclusive.

(b) In the event of a Corporate Transaction, then: (i) any surviving corporation or acquiring corporation (or the surviving or acquiring corporation s parent company) may assume or continue Purchase Rights outstanding under the Plan or may substitute similar rights (including a right to acquire the same consideration paid to the stockholders in the Corporate Transaction) for those outstanding under the Plan, or (ii) if any surviving or acquiring corporation (or its parent company) does not assume or continue such Purchase Rights or does not substitute similar rights for Purchase Rights outstanding under the Plan, then the Participants accumulated Contributions shall be used to purchase shares of Common Stock within ten (10) business days prior to the Corporate Transaction under any ongoing Offerings, and the Participants Purchase Rights under the ongoing Offerings shall terminate immediately after such purchase.

13. Amendment, Termination or Suspension of the Plan.

(a) The Board may amend the Plan at any time in any respect the Board deems necessary or advisable. However, except as provided in Section 12(a) relating to Capitalization Adjustments, stockholder approval shall be required for any amendment of the Plan for which stockholder approval is required by applicable law or listing requirements, including any amendment that either (i) materially increases the number of shares of Common Stock available for issuance under the Plan, (ii) materially expands the class of individuals eligible to become Participants and receive Purchase Rights under the Plan, (iii) materially increases the benefits accruing to Participants under the Plan or materially reduces the price at which shares of Common Stock may be purchased under the Plan, (iv) materially extends the term of the Plan, or (v) expands the types of awards available for issuance under the Plan, but in each of (i) through (v) above only to the extent stockholder approval is required by applicable law or listing requirements.

(b) The Board may suspend or terminate the Plan at any time. Unless sooner terminated, the Plan shall terminate at the time that all of the shares of Common Stock reserved for issuance under the Plan, as increased and/or adjusted from time to time, have been issued under the terms of the Plan. No Purchase Rights may be granted under the Plan while the Plan is suspended or after it is terminated.

(c) Any benefits, privileges, entitlements and obligations under any outstanding Purchase Rights granted before an amendment, suspension or termination of the Plan shall not be impaired by any such amendment, suspension or termination except (i) with the consent of the person to whom such Purchase Rights were granted, (ii) as necessary to comply with any laws, listing requirements, or governmental regulations (including, without limitation, the provisions of Section 423 of the Code and the regulations and other interpretive guidance issued thereunder relating to Employee Stock Purchase Plans) including without limitation any such regulations or other guidance that may be issued or amended after the Effective Date of the Plan, or (iii) as necessary to obtain or maintain favorable tax, listing, or regulatory treatment.

14. Effective Date of Plan.

The Plan became effective on May 31, 2007.

15. Definitions.

As used in the Plan, the following definitions shall apply to the capitalized terms indicated below:

(a) ***Board*** means the Board of Directors of the Company.

(b) ***Capitalization Adjustment*** means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Purchase Right after the effective date of the Plan without the receipt of consideration by the Company through merger, consolidation, reorganization,

recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or any similar equity restructuring transaction, as that term is used in Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto), including, for the avoidance of doubt, capitalization of profits or reserves, capital distribution, rights issue, the conversion of one class of share to another or reduction of capital or otherwise. Notwithstanding the foregoing, the conversion of any convertible securities of the Company shall not be treated as a Capitalization Adjustment.

(c) ***Code*** means the Internal Revenue Code of 1986, as amended.

(d) ***Committee*** means a committee of one (1) or more members of the Board to whom authority has been delegated by the Board in accordance with Section 2(c).

(e) ***Common Stock*** means the common stock of the Company.

(f) ***Company*** means Jazz Pharmaceuticals, Inc., a Delaware corporation.

(g) ***Contributions*** means the payroll deductions and other additional payments specifically provided for in the Offering, that a Participant contributes to fund the exercise of a Purchase Right. A Participant may make additional payments into his or her account, if specifically provided for in the Offering, and then only if the Participant has not already had the maximum permitted amount withheld during the Offering through payroll deductions.

(h) ***Corporate Transaction*** means the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) a sale or other disposition of all or substantially all, as determined by the Board, in its sole discretion, of the consolidated assets of the Company and its Subsidiaries;

(ii) a sale or other disposition of at least ninety percent (90%) of the outstanding securities of the Company;

(iii) a merger, consolidation or similar transaction following which the Company is not the surviving corporation; or

(iv) a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

For the avoidance of doubt, any one or more of the above events may be effected pursuant to (A) a compromise or arrangement sanctioned by the court under section 201 of the Companies Act 1963 of the Republic of Ireland or (B) section 204 of the Companies Act 1963 of the Republic of Ireland.

Notwithstanding the foregoing or any other provision of this Plan, unless the Board determines otherwise, the term Corporate Transaction shall not include the creation of a new holding company where the Company becomes a wholly-owned subsidiary of that holding company and the holding company will be owned in substantially the same proportions by the persons who held the Company s issued shares immediately before such transaction (in which case Purchase Rights granted hereunder will be treated as if they were in all respects purchase rights over shares in the holding company but so that (i) the new purchase right shall vest in the same manner as the Purchase Right; (ii) the total market value of the new shares subject to the new purchase right shall, immediately after such reorganization, be equal to the total market value of the shares of Common Stock comprised in the Purchase Right immediately prior to such reorganization; (iii) the new shares shall have the same rights attaching thereto as the shares of Common Stock in the Company; and (iv) the new purchase right shall be deemed to have been granted as at the date of grant of the Purchase Right).

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(i) ***Director*** means a member of the Board.

(j) ***Eligible Employee*** means an Employee who meets the requirements set forth in the Offering for eligibility to participate in the Offering, provided that such Employee also meets the requirements for eligibility to participate set forth in the Plan.

(k) ***Employee*** means any person, including Officers and Directors, who is employed for purposes of Section 423(b)(4) of the Code by the Company or a Related Corporation. However, service solely as a Director, or payment of a fee for such services, shall not cause a Director to be considered an Employee for purposes of the Plan.

(l) ***Employee Stock Purchase Plan*** means a plan that grants Purchase Rights intended to be options issued under an employee stock purchase plan, as that term is defined in Section 423(b) of the Code.

(m) ***Exchange Act*** means the Securities Exchange Act of 1934, as amended.

(n) ***Fair Market Value*** means, as of any date, the value of the Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value of a share of Common Stock shall be the closing sales price for such stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the date of determination, as reported in such source as the Board deems reliable. Unless otherwise provided by the Board, if there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value shall be the closing selling price (or closing bid if no sales were reported) on the last preceding date for which such quotation exists.

(ii) In the absence of such markets for the Common Stock, the Fair Market Value shall be determined by the Board in good faith.

(o) ***Offering*** means the grant of Purchase Rights to purchase shares of Common Stock under the Plan to Eligible Employees.

(p) ***Offering Date*** means a date selected by the Board for an Offering to commence.

(q) ***Officer*** means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(r) ***Participant*** means an Eligible Employee who holds an outstanding Purchase Right granted pursuant to the Plan.

(s) ***Plan*** means this Jazz Pharmaceuticals Inc. 2007 Employee Stock Purchase Plan.

(t) ***Purchase Date*** means one or more dates during an Offering established by the Board on which Purchase Rights shall be exercised and as of which purchases of shares of Common Stock shall be carried out in accordance with such Offering.

(u) ***Purchase Period*** means a period of time specified within an Offering beginning on the Offering Date or on the next day following a Purchase Date within an Offering and ending on a Purchase Date. An Offering may consist of one or more Purchase Periods.

(v) ***Purchase Right*** means an option to purchase shares of Common Stock granted pursuant to the Plan.

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(w) ***Related Corporation*** means any parent corporation or subsidiary corporation of the Company whether now or subsequently established, as those terms are defined in Sections 424(e) and 424(f), respectively, of the Code.

(x) ***Securities Act*** means the Securities Act of 1933, as amended.

(y) ***Trading Day*** means any day on which the exchange(s) or market(s) on which shares of Common Stock are listed, including the Nasdaq Global Select Market or the Nasdaq Global Market, is open for trading.

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JAZZ PHARMACEUTICALS ®. IMPORTANT SPECIAL MEETING INFORMATION Electronic Voting Instructions You can vote by Internet or telephone! Available 24 hours a day, 7 days a week! Instead of mailing your proxy, you may choose one of the two voting methods outlined below to vote your proxy. VALIDATION DETAILS ARE LOCATED BELOW IN THE TITLE BAR. Proxies submitted by the Internet or telephone must be received by 1:00 a.m., Central Time, [_____], 2011. Vote by Internet Log on to the Internet and go to www.investorvote.com/JAZZ Follow the steps outlined on the secured website. Vote by telephone Call toll free 1-800-652-VOTE (8683) within the USA, US territories & Canada any time on a touch tone telephone. There is NO CHARGE to you for the call. Using a black ink pen, mark your votes with an X as shown in Follow the instructions provided by the recorded message. this example. Please do not write outside the designated areas. X Special Meeting Proxy Card IF YOU HAVE NOT VOTED VIA THE INTERNET OR TELEPHONE, FOLD ALONG THE PERFORATION, DETACH AND RETURN THE BOTTOM PORTION IN THE ENCLOSED ENVELOPE. A Proposals - The Board of Directors recommends a vote FOR Proposals 1, 2, 3, 4, 5 and 6. 1. To adopt the Agreement and Plan of Merger and Reorganization, or the merger agreement, dated as of September 19, 2011, by and among Jazz Pharmaceuticals, Inc., Azur Pharma Public Limited Company (formerly Azur Pharma Limited), a public limited company formed under the laws of Ireland, Jaguar Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of Azur Pharma Public Limited Company, and Seamus Mulligan, solely in his capacity as the representative for the Azur Pharma Public Limited Company securityholders, and to approve the merger contemplated thereby. For Against Abstain For Against Abstain + For Against Abstain 2. To approve, on an advisory basis, certain compensatory arrangements between Jazz Pharmaceuticals, Inc. and its named executive officers relating to the merger contemplated by the merger agreement, as described in the accompanying proxy statement/prospectus. For Against Abstain 3. To approve the Jazz Pharmaceuticals, Inc. 2011 Equity Incentive Plan. For Against Abstain 4. To approve the amendment and restatement of the Jazz Pharmaceuticals, Inc. 2007 Employee Stock Purchase Plan. B Non-Voting Items Change of Address Please print your new address below. 5. To approve the creation or increase of distributable reserves of Jazz Pharmaceuticals plc, which are required under Irish law in order to allow Jazz Pharmaceuticals plc to make distributions and to pay dividends and repurchase or redeem shares following completion of the merger contemplated by the merger agreement, as described in the accompanying proxy statement/prospectus. For Against Abstain 6. To approve the adjournment of the Jazz Pharmaceuticals, Inc. special meeting, if necessary, if a quorum is present, to solicit additional proxies if there are not sufficient votes at the time of the Jazz Pharmaceuticals, Inc. special meeting to adopt the merger agreement and approve the merger contemplated by the merger agreement. C Authorized Signatures This section must be completed for your vote to be counted. Date and Sign Below Please sign exactly as name(s) appears hereon. Joint owners should each sign. When signing as attorney, executor, administrator, corporate officer, trustee, guardian, or custodian, please give full title. Date (mm/dd/yyyy) Please print date below. Signature 1 Please keep signature within the box. Signature 2 Please keep signature within the box. +

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. IF YOU HAVE NOT VOTED VIA THE INTERNET OR TELEPHONE, FOLD ALONG THE PERFORATION, DETACH AND RETURN THE BOTTOM PORTION IN THE ENCLOSED ENVELOPE. Proxy JAZZ PHARMACEUTICALS, INC. [PRELIMINARY COPY] PROXY SOLICITED BY THE BOARD OF DIRECTORS OF JAZZ PHARMACEUTICALS, INC. FOR THE SPECIAL MEETING OF STOCKHOLDERS TO BE HELD ON [ ], 2011. The undersigned hereby appoints Bruce C. Cozadd, Kathryn E. Falberg and Carol A. Gamble, and each of them, as attorneys and proxies of the undersigned, with full power of substitution, to vote all of the shares of stock of Jazz Pharmaceuticals, Inc. (the Company) that the undersigned may be entitled to vote at the Special Meeting of Stockholders of the Company to be held at the Company s principal executive offices located at 3180 Porter Drive, Palo Alto, California 94304, on [ ], [ ], 2011 at [ ] local time, and at any and all postponements, continuations and adjournments thereof, with all powers that the undersigned would possess if personally present, upon and in respect of the following matters and in accordance with the following instructions, with discretionary authority as to any and all other matters that may properly come before the meeting. UNLESS A CONTRARY DIRECTION IS INDICATED, THIS PROXY WILL BE VOTED FOR PROPOSALS 1, 2, 3, 4, 5 AND 6 AS MORE SPECIFICALLY DESCRIBED IN THE PROXY STATEMENT/PROSPECTUS. IF SPECIFIC INSTRUCTIONS ARE INDICATED, THIS PROXY WILL BE VOTED IN ACCORDANCE THEREWITH. (Items to be voted apprear on reverse side.)