

Horizon Pharma plc  
Form 8-K  
March 30, 2017

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

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d)**

**of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): March 29, 2017**

**Horizon Pharma Public Limited Company**

**(Exact name of registrant as specified in its charter)**

**Ireland**  
**(State or other jurisdiction**

**001-35238**  
**(Commission**

**Not Applicable**  
**(IRS Employer**

**of incorporation)**

**File No.)**

**Identification No.)**

**Connaught House, 1st Floor, 1 Burlington Road, Dublin 4, D04 C5Y6, Ireland**

(Address of principal executive offices)

**Registrant's telephone number, including area code: 011-353-1-772-2100**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01. Entry into a Material Definitive Agreement.**

*Amendment to Credit Agreement*

On March 29, 2017, Horizon Pharma, Inc. ( *HPI* ) and Horizon Pharma USA, Inc. ( *HPUI* ) and, together with *HPI*, in such capacity, the *Borrowers* ), wholly-owned subsidiaries of the Horizon Pharma plc, a public limited company organized under the laws of Ireland ( *Parent* or the *Company* ), borrowed \$850 million aggregate principal amount of loans (the *Refinancing Loans* ) pursuant to an amendment (the *Refinancing Amendment* ) to the Credit Agreement, dated as of May 7, 2015 (as amended by Amendment No. 1, dated October 25, 2016), by and among *HPI*, *HPUI*, the *Company*, certain subsidiaries of the *Company* party thereto as subsidiary guarantors, the lenders party thereto from time to time and Citibank, N.A., as administrative agent and collateral agent (as amended by the *Refinancing Amendment*, the *Credit Agreement* ). The *Refinancing Loans* were incurred as a separate new class of term loans under the *Credit Agreement* with substantially the same terms as the previously outstanding senior secured term loans incurred on May 7, 2015 (the *2015 Loans* ) and the outstanding senior secured term loans incurred on October 25, 2016 (the *2016 Loans* and, together with the *2015 Loans*, the *Refinanced Loans* ), except as described below. The *Borrowers* used the proceeds of the *Refinancing Loans* to repay the *Refinanced Loans*, which totaled \$769 million. The *Credit Agreement* provides for (i) the *Refinancing Loans*, (ii) one or more uncommitted additional incremental loan facilities subject to the satisfaction of certain financial and other conditions, and (iii) one or more uncommitted refinancing loan facilities with respect to loans thereunder. The *Credit Agreement* allows for the *Parent* and certain other subsidiaries of the *Parent* to become borrowers under incremental or refinancing facilities.

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

*Borrowers* under the *Credit Agreement* are permitted to make voluntary prepayments of the loans under the *Credit Agreement* at any time without payment of a premium, except that with respect to the *Refinancing Loans*, a 1% premium will apply to a repayment of the *Refinancing Loans* in connection with a repricing of, or any amendment to the *Credit Agreement* in a repricing of, such loans effected on or prior to the date that is six months following March 29, 2017. The applicable *Borrowers* are required to make mandatory prepayments of loans under the *Credit Agreement* (without payment of a premium) with (a) net cash proceeds from certain non-ordinary course asset sales (subject to reinvestment rights and other exceptions), (b) casualty proceeds and condemnation awards (subject to reinvestment rights and other exceptions), (c) net cash proceeds from issuances of debt (other than certain permitted debt), and (d) 50% of the *Company*'s excess cash flow (subject to decrease to 25% or 0% if the *Company*'s first lien leverage ratio is less than 2.25:1 or 1.75:1, respectively). The *Refinancing Loans* will amortize in equal quarterly installments beginning on June 30, 2017 in an aggregate annual amount equal to 1% of the original principal amount thereof, with any remaining balance payable on March 29, 2024, the final maturity date of the *Refinancing Loans*.

The interest rate applicable to the *Refinancing Loans* is LIBOR plus 3.75%, subject to a LIBOR floor of 1.0%.

The *Credit Agreement* contains customary representations and warranties and customary affirmative and negative covenants, including, among other things, restrictions on indebtedness, liens, investments, mergers, dispositions,

prepayment of other indebtedness and dividends and other distributions.

Events of default under the Credit Agreement include: (i) the failure by any Borrower to timely make payments due under the Credit Agreement; (ii) material misrepresentations or misstatements in any representation or warranty by any Loan Party when made; (iii) failure by any Loan Party to comply with the covenants under the Credit Agreement and other related agreements; (iv) certain defaults under a specified amount of other indebtedness of the Company or its subsidiaries; (v) insolvency or bankruptcy-related events with respect to the Company or any of its material subsidiaries; (vi) certain undischarged judgments against the Company or any of its restricted subsidiaries; (vii) certain ERISA-related events reasonably expected to have a material adverse effect on the Company and its restricted subsidiaries taken as a whole; (viii) certain security interests or liens under the loan documents ceasing to be, or being asserted by the Company or its restricted subsidiaries not to be, in full force and effect; (ix) any loan document or material provision thereof ceasing to be, or any challenge or assertion by any Loan Party that such loan document or material provision is not, in full force and effect; and (x) the occurrence of a change of control. If one or more events of default occurs and continues beyond any applicable cure period, the administrative agent may, with the consent of the lenders holding a majority of the loans and commitments under the facilities, or will, at the request of such lenders, terminate the commitments of the lenders to make further loans and declare all of the obligations of the Loan Parties under the Credit Agreement to be immediately due and payable.

The foregoing description of the Refinancing Amendment and the Refinancing Loans is not intended to be complete and is qualified in its entirety by reference to the Refinancing Amendment, a copy of which is attached hereto as Exhibit 99.1, and the Credit Agreement prior to the Refinancing Amendment, a copy of which is attached as Exhibit 99.1 to the Current Report on Form 8-K filed by Parent with the U.S. Securities and Exchange Commission on October 25, 2016.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth in Item 1.01 of this Current Report is incorporated herein by reference.

**Item 3.03. Material Modifications to Rights of Security Holders.**

The information set forth in Item 1.01 of this Current Report is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

**Exhibit**

<b>No.</b>	<b>Description</b>
99.1	Amendment No. 2, dated March 29, 2017, to Credit Agreement, dated May 7, 2015 (as amended by Amendment No. 1, dated October 25, 2016), by and among Horizon Pharma, Inc., as Borrower, Horizon Pharma USA, Inc., as an Additional Borrower, Horizon Pharma Public Limited Company, as Irish Holdco and a guarantor, the subsidiary guarantors party thereto, as subsidiary guarantors, the lenders party thereto and Citibank, N.A., as administrative agent and collateral agent.

**SIGNATURES**

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

Date: March 29, 2017

**HORIZON PHARMA PUBLIC LIMITED  
COMPANY**

By: /s/ Paul W. Hoelscher  
Paul W. Hoelscher

Executive Vice President and Chief Financial  
Officer

INDEX TO EXHIBITS

**Exhibit**

<b>No.</b>	<b>Description</b>
99.1	Amendment No. 2, dated March 29, 2017, to Credit Agreement, dated May 7, 2015 (as amended by Amendment No. 1, dated October 25, 2016), by and among Horizon Pharma, Inc., as Borrower, Horizon Pharma USA, Inc., as Additional Borrower, Horizon Pharma Public Limited Company, as Irish Holdco and a guarantor, the subsidiary guarantors party thereto, as subsidiary guarantors, the lenders party thereto and Citibank, N.A., as administrative agent and collateral agent.