

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE TO**

**Tender Offer Statement under Section 14(d)(1) or 13(e)(1)  
of the Securities Exchange Act of 1934**

**(Amendment No. 1)**

**GENTIUM S.p.A.**

(Name of Subject Company (Issuer))

**JAZZ PHARMACEUTICALS ITALY S.r.l.  
JAZZ PHARMACEUTICALS PUBLIC LIMITED COMPANY**  
(Names of Filing Persons (Offerors))

**Ordinary Shares, no par value per share  
and  
American Depositary Shares, each representing one Ordinary Share**  
(Title of Class of Securities)

**The CUSIP number for the Ordinary Shares, which are not traded on U.S. markets, is 37250B922.  
The CUSIP number for the related American Depositary Shares is 37250B104.**  
(CUSIP Number of Class of Securities)

**Suzanne Sawochka Hooper, Esq.  
Executive Vice President and General Counsel  
Jazz Pharmaceuticals Public Limited Company  
c/o Jazz Pharmaceuticals, Inc.  
3180 Porter Drive  
Palo Alto, California 94304  
Tel: (650) 496-3777**

*Copy to:*

**Keith A. Flaum, Esq.  
Jane Ross, Esq.  
James R. Griffin, Esq.  
Weil, Gotshal & Manges LLP  
201 Redwood Shores Parkway  
Redwood Shores, CA 94065  
(650) 802-3000**

(Name, address, and telephone number of person authorized to receive notices and communications on behalf of filing persons)

**CALCULATION OF FILING FEE**

<b>Transaction Valuation*</b>	<b>Amount of Filing Fee**</b>
\$1,011,728,625.00	\$130,310.65

\* For purposes of calculating the filing fee pursuant to Rule 0-11(d) only, the Transaction Valuation was calculated on the basis of (i) the aggregate of 17,749,625 Ordinary Shares, no par value per share, which includes (A) 10,984,130 Ordinary Shares represented by 10,984,130 American Depositary Shares outstanding, and (B) 2,194,494 Ordinary Shares not yet outstanding but underlying outstanding equity awards, in each case not owned by the Filing Persons, that may be purchased in the tender offer, and (ii) the tender offer price of \$57.00 per Ordinary Share and per American Depositary Share.

\*\* The amount of the filing fee, calculated in accordance with Rule 0-11 of the Exchange Act, and Fee Rate Advisory #1 for fiscal year 2014, issued August 30, 2013, is \$128.80 per \$1 million (prorated for amounts less than \$1 million) of the aggregate Transaction Valuation. The filing fee is calculated by multiplying the transaction value by 0.0001288.

Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- Third party tender offer subject to Rule 14d-1.
- Issuer tender offer subject to Rule 13e-4.
- Going-private transaction subject to Rule 13e-3.
- Amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer.

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

- Rule 13e-4(i) (Cross-Border Issuer Tender Offer)
  - Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)
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## INTRODUCTORY STATEMENT

This Amendment No. 1 (this “**Amendment**”) amends and supplements the Tender Offer Statement on Schedule TO (which, together with any amendments or supplements thereto, collectively constitute the “**Schedule TO**”) relating to the offer by Jazz Pharmaceuticals Italy S.r.l., an Italian *società a responsabilità limitata* (“**Purchaser**”) and a wholly-owned subsidiary of Jazz Pharmaceuticals Public Limited Company, a public limited company formed under the laws of Ireland (“**Parent**” or “**Jazz Pharmaceuticals**”), to purchase all outstanding shares of ordinary stock, no par value per share (the “**Ordinary Shares**”), and all outstanding American Depositary Shares, each representing one Ordinary Share and evidenced by an American Depositary Receipt (“**ADR**”) issued by The Bank of New York, as depository (the “**ADSs**”) of Gentium S.p.A., a *società per azioni* incorporated in Italy (the “**Company**” or “**Gentium**”), at a purchase price of \$57.00 per Ordinary Share and per ADS (without duplication for Ordinary Shares underlying ADSs), net to the seller in cash, without interest thereon and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase dated December 23, 2013 (which, together with any amendments or supplements thereto, collectively constitute the “**Offer to Purchase**”) and in the related ADS Letter of Transmittal (the “**ADS Letter of Transmittal**”) and Share Form of Acceptance (the “**Share Form of Acceptance**” and, together with the ADS Letter of Transmittal and Offer to Purchase, as amended or supplemented from time to time, the “**Offer**”), which are annexed to and filed with the Schedule TO as Exhibits (a)(1)(A), (a)(1)(B) and (a)(1)(G), respectively. The information set forth in the Offer to Purchase and the related ADS Letter of Transmittal and Share Form of Acceptance are incorporated by reference herein.

Capitalized terms used but not defined in this Amendment shall have the meanings assigned to such terms in the Schedule TO.

## **Items 1-11. Additional information.**

The Offer to Purchase and Items 1-11 of the Schedule TO, to the extent such items incorporate by reference the information contained in the Offer to Purchase, are amended and supplemented by amending and supplementing the information set forth in Section 10 (Source and Amount of Funds) of the Offer to Purchase to reflect the entering into of an amended and restated commitment letter by Parent, Barclays Bank PLC and the other lenders party thereto. Accordingly, such information is supplemented as follows:

*Item 7 of the Schedule TO is hereby amended and restated in its entirety to read as follows:*

Purchaser estimates that the total amount of funds it will need to purchase all of the Ordinary Shares and ADSs in the Offer and to complete the related transactions, including the payment of fees and expenses in connection with the Offer, will be approximately \$1 billion. Parent (through one of more of its subsidiaries) is expected to provide Purchaser with sufficient funds to purchase all Ordinary Shares and ADSs validly tendered in the Offer and any related fees and expenses. Parent expects to finance such cash requirements with a combination of available cash and proceeds from incremental term loans and revolving loan borrowings under its existing senior secured credit facility.

On December 19, 2013, Parent entered into commitment letter with Barclays Bank PLC (“Barclays”), pursuant to which, subject to the terms and conditions set forth therein, in connection with the Offer, Barclays has committed to provide a \$500.0 million incremental term facility (the “Incremental Term Loans”). On January 6, 2014, Parent entered into an amended and restated commitment letter with Barclays, JPMorgan Chase Bank, N.A. (“JPMCB”), J.P. Morgan Securities LLC, Bank of America, N.A. (“Bank of America”), Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPFS”), Citigroup Global Markets Inc. (together with Citibank, N.A., Citicorp USA, Inc., Citicorp North America, Inc. and/or any of their affiliates as may be appropriate, “Citi”), Morgan Stanley Senior Funding, Inc., Royal Bank of Canada, DNB Bank ASA and DNB Markets, Inc. (collectively, the “Commitment Parties”), pursuant to which the Commitment Parties agreed to provide the Incremental Term Loans. Under the commitment letter, as amended, Barclays, JPMCB, MLPFS and Citi have agreed to act as joint lead arrangers and joint book runners (the “Lead Arrangers”) and have the right to syndicate all or a portion of the commitments of the Commitment Parties to one or more financial institutions or other lenders.

The commitment letter terminates as of June 19, 2014; provided, however, that in the event all conditions to funding, other than the consummation of the Offer and the absence of a company material adverse effect, have been met on June 19, 2014, Parent has the right to fund the Incremental Term Loans into escrow to be released upon consummation of the Offer on or prior to September 19, 2014, subject to satisfaction of customary release conditions, including the general conditions precedent to funding of credit extensions under the senior secured credit facility. Although the commitment letter provides for \$500.0 million of incremental term loans, Parent currently expects to obtain some combination of incremental terms loans (on terms consistent with the commitment letter) and incremental revolving loan commitments under the existing revolving credit facility that is part of Parent’s existing senior secured credit facility. A copy of the credit agreement governing Parent’s existing senior secured credit facility, included as Exhibit A to Amendment No. 1 to the existing senior secured credit facility, and the amended and restated commitment letter have been filed as Exhibits (b)(1) and (b)(2) to the Schedule TO. Reference is made to such exhibits for a more complete description of the terms and conditions of the existing senior secured credit facility and the commitment letter, and such exhibits are incorporated herein by reference.

### ***Description of Parent’s Existing Senior Secured Credit Facility***

The existing senior secured credit facility is governed by that certain Credit Agreement, dated as of June 12, 2012 and amended as of June 13, 2013 (the “Credit Agreement”), by and among Parent, as guarantor, three of its wholly-owned subsidiaries, Jazz Pharmaceuticals, Inc. (“JPI”), Jazz Financing I Limited and Jazz Pharmaceuticals Ireland Limited, as borrowers (collectively with JPI, the “Borrowers”), the lender parties from time to time thereto and Barclays, as administrative agent, collateral agent, letter of credit issuer and swing line lender.

The senior secured credit facility provides for (i) a tranche of term loans made to JPI in the aggregate principal amount of \$557.2 million (“Tranche 1 Term Loans”) and (ii) a revolving credit facility of \$200.0 million. The Tranche 1 Term Loans mature on June 12, 2018 and loans under the revolving credit facility, if any, will mature on June 12, 2017. The senior secured credit facility also provides for one or more incremental term loan facilities and/or increases in commitments under the revolving credit provided that the total aggregate amount of such

incremental term loans and increases in the revolving credit facility commitments does not exceed the sum of (A) \$200.0 million and (B) an amount such that at the time of such incurrence and after giving effect thereto on a pro forma basis Parent's senior secured leverage ratio is less than or equal to 2.75 to 1.

The Tranche 1 Term Loans bear interest, at JPI's option, at a rate equal to either the LIBOR rate, plus an applicable margin of 2.75% per annum (subject to a 0.75% LIBOR floor), or the prime lending rate, plus an applicable margin equal to 1.75% per annum (subject to a 1.75% prime rate floor). Loans under the revolving credit facility will bear interest, at the applicable Borrower's option, at a rate equal to either the LIBOR rate, plus an applicable margin of 2.50% per annum, or the prime lending rate, plus an applicable margin equal to 1.50% per annum, subject to reduction by 0.25% or 0.50% based upon Parent's secured leverage ratio. All overdue amounts will be payable at a rate of 2.00% per annum above the otherwise applicable rate.

The Borrowers' obligations under the senior secured credit facility and any hedging or cash management obligations entered into with a lender are guaranteed by Parent and each of Parent's existing and subsequently acquired or organized direct and indirect subsidiaries (other than certain immaterial subsidiaries, subsidiaries whose guarantee would result in material adverse tax consequences and subsidiaries whose guarantee is prohibited by applicable law or would result in a violation of violation or breach of, or conflict with, fiduciary duties of such subsidiary's officers, directors or managers). Parent, the Borrowers and such guarantors are collectively as the "Loan Parties." Purchaser is not, and is not currently expected to become, a Loan Party.

The Loan Parties' obligations under the senior secured credit facility are secured, subject to customary permitted liens and other agreed upon exceptions, by a perfected security interest in (a) all tangible and intangible assets of the Loan Parties, except for certain customary excluded assets, and (b) all of the equity interests of the subsidiaries of the Loan Parties held by the Loan Parties (limited, in the case of the equity interests of certain foreign subsidiaries and certain domestic subsidiaries that hold no assets other than equity interests of foreign subsidiaries, to 65% of the voting equity interests of such subsidiaries).

The Borrowers are permitted to make voluntary prepayments of the Tranche 1 Term Loans and any revolving loans at any time without payment of a premium. JPI is required to make mandatory prepayments of Tranche 1 Term Loans (without payment of a premium) with (1) net cash proceeds from certain non-ordinary course asset sales (subject to reinvestment rights and other exceptions), (2) net cash proceeds from issuances of debt (other than certain permitted debt), (3) beginning with the fiscal year ending December 31, 2014, 50% of Parent's excess cash flow (subject to decrease to 25% or 0% if Parent's secured leverage ratio is equal to or less than 2.25 to 1.00 (and greater than 1.25 to 1.00) or 1.25 to 1.00, respectively), and (4) casualty proceeds and condemnation awards (subject to reinvestment rights and other exceptions). The Tranche 1 Term Loans will amortize in equal quarterly installments in an aggregate annual amount equal to 1% of the original principal amount thereof, with any remaining balance payable on the final maturity date of the Tranche 1 Term Loans.

The Credit Agreement contains customary representations and warranties and customary affirmative and negative covenants applicable to Parent and its restricted subsidiaries, including, among other things, restrictions on indebtedness, liens, investments, mergers, dispositions, prepayment of other indebtedness and dividends and other distributions. The Credit Agreement contains a financial covenant that requires Parent to maintain a maximum secured leverage ratio.

#### ***Description of the Incremental Term Loans***

Under the commitment letter, JPI would borrow \$500.0 million of Incremental Term Loans under the Credit Agreement. JPI's obligations under the Incremental Term Loans would be guaranteed by Parent and each of the other guarantors under the senior secured credit facility and secured by same assets that secure the obligations under the senior secured credit facility.

It is anticipated that the Incremental Term Loans will mature on June 12, 2018 and will amortize in equal quarterly installments in annual amounts equal to 1.0% of its original principal amount. The applicable interest rate on the Incremental Term Loans is anticipated to be adjusted LIBOR (with a floor of 0.75%) plus 2.75% per annum. Interest based on LIBOR will be payable quarterly in arrears. The definitive financing documentation is also expected to include a base rate option. All overdue amounts will be payable at a rate of 2.00% per annum above the otherwise applicable rate.

It is anticipated that voluntary prepayments of the Incremental Term Loans will be permitted at any time without premium or penalty, except that a 1% premium would apply to a repayment via a repricing of the Incremental Term Loans effected on or prior to the six-month anniversary of the closing date for the Incremental Term Loans. It is further anticipated that the Incremental Term Loans will be subject to mandatory prepayment (without payment of a premium) with (1) net cash proceeds from certain non-ordinary course asset sales (subject to reinvestment rights and other exceptions); (2) net cash proceeds from issuances of debt (other than certain permitted debt); (3) 50% of Parent's consolidated excess cash flow (subject to decrease to 25% or 0% if Parent's secured leverage ratio is equal to or less than 2.25 to 1.0 or 1.25 to 1.0, respectively); and (4) casualty proceeds and condemnation awards (subject to reinvestment rights and other exceptions).

The documentation governing the Incremental Term Loans has not been finalized. Accordingly, the terms thereof are subject to change.

### ***Conditions Precedent to the Debt Financing***

The funding of all extensions of credit under Parent's senior secured credit facility, including the Incremental Term Loans and any revolving loans, is subject to the following conditions:

- the accuracy in all material respects of the representations and warranties contained in the loan documents relating to the existing credit facility and absence of any default or event of default thereunder;
- receipt of a notice of borrowing by Barclays for such loans; and
- the absence of any default or event of default that exists or would result from such proposed loans or from the application of the proceeds thereof.

In addition, under the commitment letter, the availability of the Incremental Term Loans is subject to the satisfaction of the following conditions:

- the acquisition, pursuant to the Offer, of 50% of the outstanding Ordinary Shares and ADSs shall have been consummated or will be consummated substantially concurrently with the initial funding of the Incremental Term Loans in accordance with the terms of the Tender Offer Agreement, but without giving effect to any amendments, modifications or waivers by us (other than a "Permitted Minimum Condition Modification" or any such amendment, modification or waiver that is not materially adverse to any interest of the lenders) without the prior written consent of the Commitment Parties (it being understood that any reduction in the price that is less than or equal to 10% of the total consideration set forth in the Tender Offer Agreement as of the date of the commitment letter will not be deemed to be materially adverse to the interests of the lenders and will not require the prior written consent of the Commitment Parties);
- the Lead Arrangers having received the financial statements of the Company detailed in Exhibit B to the commitment letter;
- the Lead Arrangers having been afforded a period of not less than 15 consecutive calendar days following receipt of a customary information memorandum and other customary marketing materials to syndicate the Incremental Term Loans prior to the closing date for the Incremental Term Loans, provided that such period shall not commence earlier than January 6, 2014;

- there not having occurred a company material adverse effect (which is defined in a manner consistent with the Tender Offer Agreement) since June 30, 2013;
- the payment of all fees and expenses required to be paid to the lenders and the Commitment Parties;
- execution and delivery of definitive financing documentation for the Incremental Term Loans by each of the Loan Parties;
- the lenders having received customary opinions of counsel, corporate resolutions, and customary closing documentation and certificates (including a solvency certificate);
- the provision of applicable documentation under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the Patriot Act; and
- compliance with the conditions specified under the senior secured credit facility for incremental term loans (including pro forma compliance with the maximum senior secured leverage ratio financial covenant and the limitation on the size of aggregate incremental term loans described above).

The availability of the debt financing described in the amended and restated commitment letter may not be considered assured. As of the date hereof, no alternative financing arrangements or alternative financing plans have been made in the event the Incremental Term Loans or revolving loans under the senior secured credit facility are not available at the expiration of the Offer. No plans have been made to finance or repay the Incremental Term Loans or any revolving loans under the senior secured credit facility after the consummation of the transactions contemplated by the Tender Offer Agreement.

**Item 12. Exhibits.**

Item 12 is hereby amended and supplemented by replacing Exhibit (b)(1) with the following exhibit:

- (b)(1) Amended and Restated Commitment Letter, dated as of January 6, 2014, by and between Jazz Pharmaceuticals plc, Barclays Bank PLC, J.P. Morgan Securities LLC, JPMorgan Chase Bank, N.A., Merrill Lynch Pierce, Fenner & Smith Incorporated, Bank of America, N.A., Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., Royal Bank of Canada, DNB Bank ASA and DNB Capital Markets, Inc.



**SIGNATURES**

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

**JAZZ PHARMACEUTICALS PUBLIC LIMITED  
COMPANY**

By: /s/ Suzanne Sawochka Hooper

Name: Suzanne Sawochka Hooper

Title: Executive Vice President and General Counsel

**JAZZ PHARMACEUTICALS ITALY S.r.l.**

By: /s/ Fintan Keegan

Name: Fintan Keegan

Title: Director

Date: January 7, 2014

## EXHIBIT LIST

<u>Exhibit Number</u>	<u>Description</u>
(a)(1)(A)	Offer to Purchase, dated December 23, 2013.*
(a)(1)(B)	Form of ADS Letter of Transmittal.*
(a)(1)(C)	Form of Notice of Guaranteed Delivery.*
(a)(1)(D)	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(1)(E)	Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(1)(F)	Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.*
(a)(1)(G)	Form of Share Form of Acceptance.*
(a)(5)(A)	Summary Advertisement as published in The Wall Street Journal on December 23, 2013.*
(a)(5)(B)	Joint Press Release of Jazz Pharmaceuticals and Gentium issued on December 19, 2013 (incorporated by reference to Exhibit 99.1 from the Schedule TO-C filed by Jazz Pharmaceuticals with the Securities and Exchange Commission on December 19, 2013).
(a)(5)(C)	Jazz Pharmaceuticals investor presentation first made available on December 19, 2013 (incorporated by reference to Exhibit 99.2 from the Schedule TO-C filed by Jazz Pharmaceuticals with the Securities and Exchange Commission on December 19, 2013).
(a)(5)(D)	Transcript from investor/analyst conference call held on December 19, 2013 (incorporated by reference to Exhibit 99.1 from the Schedule TO-C filed by Jazz Pharmaceuticals with the Securities and Exchange Commission on December 20, 2013).
(a)(5)(E)	Email from Jazz Pharmaceuticals' Chief Executive Officer to employees, sent on December 19, 2013 (incorporated by reference to Exhibit 99.2 from the Schedule TO-C filed by Jazz Pharmaceuticals with the Securities and Exchange Commission on December 20, 2013).
(a)(5)(F)	Letter from Jazz Pharmaceuticals' Chief Executive Officer to Gentium employees, sent on December 19, 2013 (incorporated by reference to Exhibit 99.3 from the Schedule TO-C filed by Jazz Pharmaceuticals with the Securities and Exchange Commission on December 20, 2013).
(a)(5)(G)	Media Standby Statement, first used on December 19, 2013 (incorporated by reference to Exhibit 99.4 from the Schedule TO-C filed by Jazz Pharmaceuticals with the Securities and Exchange Commission on December 20, 2013).
(a)(5)(H)	Gentium Transaction Internal Communications Q&A, first used on December 19, 2013 (incorporated by reference to Exhibit 99.5 from the Schedule TO-C filed by Jazz Pharmaceuticals with the Securities and Exchange Commission on December 20, 2013).
(a)(5)(I)	Jazz Pharmaceuticals Overview Presentation, first used on December 20, 2013 (incorporated by reference to Exhibit 99.6 from the Schedule TO-C filed by Jazz Pharmaceuticals with the Securities and Exchange Commission on December 20, 2013).
(b)(1)	Amended and Restated Commitment Letter, dated as of January 6, 2014, by and between Jazz Pharmaceuticals plc, Barclays Bank PLC, J.P. Morgan Securities LLC, JPMorgan Chase Bank, N.A., Merrill Lynch Pierce, Fenner & Smith Incorporated, Bank of America, N.A., Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., Royal Bank of Canada, DNB Bank ASA and DNB Capital Markets, Inc.**
(b)(2)	Amendment No. 1, dated as of June 13, 2013, to the Original Credit Agreement and related Guaranty, by and among Jazz Pharmaceuticals, Inc., Jazz Financing I Limited and Purchaser, as borrowers, Jazz Pharmaceuticals, as guarantor, the Lenders thereto and Barclays Bank PLC, as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender (incorporated by reference to Exhibit 10.1 from the Form 8-K filed by Jazz Pharmaceuticals with the Securities and Exchange Commission on June 13, 2013).
(d)(1)	Tender Offer Agreement, dated as of December 19, 2013, by and among Jazz Pharmaceuticals, Gentium and Purchaser (incorporated by reference to Exhibit 2.1 from the Form 8-K/A filed by Jazz Pharmaceuticals with the Securities and Exchange Commission on December 20, 2013).
(d)(2)	Form of Support Agreement (incorporated by reference to Exhibit 99.3 from the Form 8-K/A filed by Jazz Pharmaceuticals with the Securities and Exchange Commission on December 20, 2013).
(d)(3)	Form of Transition, Amendment and Release Agreement.*
(d)(4)	Form of Consultancy Agreement.*
(d)(5)	Form of Retention and Amendment Agreement.*
(d)(6)	Confidentiality and Nondisclosure Agreement, entered into effective September 30, 2013, by and between Jazz Pharmaceuticals and Gentium.*

\* Previously filed.

\*\* Filed herewith.

**BARCLAYS**  
745 Seventh Avenue  
New York, New York  
10019

**JPMORGAN CHASE BANK, N.A.**  
**J.P. MORGAN SECURITIES LLC**  
383 Madison Avenue New York,  
New York  
10179

**BANK OF  
AMERICA, N.A.**  
**MERRILL LYNCH, PIERCE,  
FENNER & SMITH  
INCORPORATED**  
One Bryant Park  
New York, New York  
10036

**CITIGROUP  
GLOBAL MARKETS  
INC.**  
390 Greenwich Street  
New York, New York  
10013

**MORGAN STANLEY  
SENIOR FUNDING, INC.**  
1585 Broadway  
New York, New York 10036

**ROYAL BANK OF CANADA**  
Three World Financial Center  
200 Vesey Street  
New York, NY 10281

**DNB BANK ASA  
DNB MARKETS, INC.**  
200 Park Avenue  
New York, NY 10166

**PERSONAL AND CONFIDENTIAL**

January 6, 2014

Jazz Pharmaceuticals Public Limited Company  
4th Floor, Connaught House  
One Burlington Road  
Dublin 4, Ireland

Attention: Kate Falberg

**Project Genesis**  
**Amended and Restated Commitment Letter**

Ladies and Gentlemen:

You have advised Barclays Bank PLC (“Barclays”), JPMorgan Chase Bank, N.A. (“JPMCB”), J.P. Morgan Securities LLC (“J.P. Morgan”), Bank of America, N.A. (“Bank of America”), Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPFS”), Citi (as defined below), Morgan Stanley Senior Funding, Inc. (acting through such of its affiliates as it deems appropriate, “MSSF”), Royal Bank of Canada (“RBC”), DNB Bank ASA (acting through such of its affiliates as it deems appropriate, “DNB”) and DNB Markets, Inc. (“DNB Markets”) (DNB Markets, together with Barclays, JPMCB, J.P. Morgan, Bank of America, MLPFS, Citi, MSSF, RBC and DNB, the “Commitment Parties,” “we” or “us”), that Jazz Pharmaceuticals Public Limited Company (the “Buyer” or “you”) intends to acquire (the “Acquisition”) all of the ordinary stock and American Depositary Shares representing ordinary stock (the “Company Stock”) of a company previously identified to us as “Genesis” (the “Company”) in a cash tender offer (the “Tender Offer”) pursuant to a Tender Offer Agreement to be entered into among you, a newly-formed wholly-owned subsidiary of yours and the Company (the definitive documentation for the Acquisition, together with the schedules and exhibits thereto, the “Acquisition Agreement”) and to consummate certain transactions described therein (as described in Exhibit A and as otherwise contemplated by this Commitment Letter and the Fee Letter (each as defined below), the “Transactions”), in each case on the terms and subject to the conditions set forth in this Commitment Letter and Exhibits A and B. “Citi” shall mean Citigroup Global Markets Inc., Citibank, N.A., Citicorp USA, Inc., Citicorp North America, Inc. and/or any of their affiliates as may be appropriate to provide the services contemplated herein.

January 6, 2014

**Jazz Pharmaceuticals Public Limited Company**

You have also advised us that the total cost of the Acquisition (and related fees, commissions and expenses (collectively, "Transaction Costs")) may be financed with (i) a \$500 million senior secured incremental term loan facility (the "Incremental Term Facility") issued pursuant to the Credit Agreement dated June 12, 2012, as amended, by and among the Buyer, Jazz Pharmaceuticals, Inc., a Delaware corporation, Jazz Pharmaceuticals Ireland Limited, a company organized under the laws of Ireland, Jazz Financing I Limited, a company organized under the laws of Ireland, each of the lenders party thereto and Barclays Bank PLC, as administrative agent (the "Existing Credit Agreement"), having the terms set forth in Exhibit A and (ii) a combination of revolving loans drawn under the Existing Credit Agreement and cash on hand of the Buyer and/or its subsidiaries. Capitalized terms used in this Commitment Letter but not otherwise defined herein shall have the meanings set forth in the Existing Credit Agreement.

This Amended and Restated Commitment Letter and the Exhibits hereto (collectively, the "Commitment Letter") amend, restate and supersede and replace in its entirety as of the date first above written the Commitment Letter dated December 19, 2013 and the Exhibits thereto (the "Original Commitment Letter") between you and Barclays, and such Original Commitment Letter shall be of no further force or effect.

1. Commitments and Arranger Roles

You hereby appoint each of Barclays, J.P. Morgan, MLPFS, Citi and MSSF to act, and Barclays, J.P. Morgan, MLPFS, Citi and MSSF hereby agree to act, as joint lead arrangers and joint bookrunners (in such capacity, the "Lead Arrangers") and RBC and DNB Markets will act as senior managing agents (in such capacities, the "Agents"), for the Incremental Term Facility, subject to the terms and conditions of this Commitment Letter and the Fee Letter. The Lead Arrangers will have the rights and authority customarily given to financial institutions in such roles. In connection with the Transactions, each of Barclays, JPMCB, Bank of America, Citi, MSSF, RBC and DNB (each, an "Initial Lender" and, collectively, the "Initial Lenders") is pleased to advise you of its several, but not joint, commitment to provide to the Borrower 25%, 20%, 15%, 15%, 15%, 5% and 5%, respectively, of the entire aggregate principal amount of the Incremental Term Facility on the terms and subject only to the conditions set forth in this Commitment Letter and the Fee Letter.

It is understood and agreed that Barclays will have "left placement" and J.P. Morgan will have "second placement" and each other Joint Bookrunner will have placement in alphabetical order in any marketing materials used for the Incremental Term Facility, and they will hold the respective roles and responsibilities conventionally understood to be associated with each such name placement. It is further understood and agreed that no other agents, co-agents, lead arrangers, co-arrangers, bookrunners, managers or co-managers will be appointed unless you and we shall so agree.

Our fees for services related to the Incremental Term Facility are set forth in a separate amended and restated fee letter (the "Fee Letter") between you and us entered into on the date hereof. As consideration for the execution and delivery of this Commitment Letter by us, you agree to pay the fees and expenses set forth in Exhibit A and in the Fee Letter as and when payable in accordance with the terms hereof and thereof. You agree that no other titles will be awarded in connection with the Incremental Term Facility unless you and we shall so agree.

January 6, 2014

Jazz Pharmaceuticals Public Limited Company

## 2. Conditions Precedent

Our commitments hereunder and our agreements to perform the services described herein are subject to the following conditions: (i) the conditions set forth in Exhibit A under the heading "Conditions Precedent to Borrowing" and (ii) the conditions set forth in Exhibit B; provided that if on June 19, 2014 (x) all other conditions hereunder are satisfied other than the Acquisition Condition and the Company Material Adverse Effect Condition (each as defined in Exhibit B) and (y) the Borrower shall have extended the Termination Date (as defined in the Acquisition Agreement) in accordance with Section 7.1(b) of the Acquisition Agreement, then, at the Borrower's option, the Acquisition Condition shall be deemed to be satisfied solely to the extent the proceeds of the Incremental Term Facility are placed in escrow pursuant to customary escrow arrangements that are to be agreed (it being acknowledged and agreed that such proceeds shall be released to the Borrower upon satisfaction of solely the closing of the Initial Acquisition (as defined in Exhibit B) on or prior to September 19, 2014, compliance with the Company Material Adverse Effect Condition and compliance with the conditions set forth in Sections 4.02(b) and (c) of the Exiting Credit Agreement) (the conditions set forth in clauses (i) and (ii) collectively, the "Funding Conditions"); it being understood that there are no conditions (implied or otherwise) to each of the commitments hereunder (including compliance with the terms of the Commitment Letter, the Fee Letter and the Loan Documents) other than the Funding Conditions that are expressly stated to be conditions to the initial funding under the Incremental Term Facility (as such term is defined in Exhibit A) on the Closing Date (as such term is defined in Exhibit A).

Notwithstanding anything in this Commitment Letter, the Fee Letter, the Loan Documents or any other letter agreement between you and us concerning the financing of the Transactions to the contrary, the terms of the incremental amendment effecting the Incremental Term Facility (the "Incremental Amendment") will be in a form such that they do not impair the availability of the Incremental Term Facility on the Closing Date or the release of the proceeds of the Incremental Term Facility from escrow on the closing of the Initial Acquisition (the "Initial Acquisition Closing Date"), if applicable, if the Funding Conditions are satisfied (it being understood that no further action shall be required with respect to the creation or perfection of any security interest in the Collateral on or prior to the Closing Date or the Initial Acquisition Closing Date). This paragraph shall be referred to as the "Conditions Limitation Provision."

## 3. Syndication

The Lead Arrangers intend and reserve the right to syndicate the Incremental Term Facility to a group of Lenders (as such term is defined in Exhibit A) in consultation with you; provided that, unless otherwise agreed by you in writing, (i) no syndication will occur prior to the public announcement of the Acquisition by you, (ii) no Commitment Party will be relieved, released or novated from its obligations hereunder (including its obligation to fund the Incremental Term Facility on the Closing Date), (iii) no assignment prior to the Closing Date will reduce or release any Commitment Party's obligation to fund its commitment in the event any assignee shall fail to do so on the Closing Date, and (iv) each Commitment Party shall retain exclusive control over all rights and obligations with respect to its commitment, including all rights with respect to consents, modifications, waivers and amendments, until the Closing Date has occurred.

The Lead Arrangers will lead the syndication, including determining the timing of all offers to prospective Lenders, any title of agent or similar designations or roles awarded to any Lender and the acceptance of commitments, the amounts offered and the compensation provided to each Lender from the amounts to

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be paid to the Lead Arrangers pursuant to the terms of this Commitment Letter and the Fee Letter and will, in consultation with you, determine the final commitment allocations. You agree to use commercially reasonable efforts to ensure that the Lead Arrangers' syndication efforts benefit from the existing lending and investment banking relationships of you and your subsidiaries and, to the extent appropriate, the Company and its subsidiaries until the date that is the earliest of (a) the termination by the Lead Arrangers of syndication of the Incremental Term Facility, (b) 60 days following the Closing Date and (c) the "successful syndication" of the Incremental Term Facility (as defined in the Fee Letter) (such earliest date, the "Syndication Date"). Prior to the Syndication Date, you will not, and agree to use commercially reasonable efforts to obtain contractual undertakings from the Company that it will not, syndicate or issue, attempt to syndicate or issue or announce the syndication or issuance of, any competing debt facility or any competing debt security of the Company or you or any of your or its respective subsidiaries or affiliates, including any renewal or refinancing of any existing debt facility or debt security, in each case without the prior written consent of the Lead Arrangers (other than the Incremental Term Facility, syndications by the Lead Arrangers and purchase money and capital lease financings); provided that no such contractual undertakings shall be required to be obtained from the Company prior to the execution of the Acquisition Agreement.

You agree to, and agree to use commercially reasonable efforts to obtain contractual undertakings from the Company to, cooperate with, and provide information reasonably required by, the Lead Arrangers in connection with all syndication efforts, including: (i) your assistance in the preparation as soon as practicable after execution of the Acquisition Agreement, a customary information memorandum and other customary presentation materials (collectively, "Marketing Materials") reasonably acceptable in form and content to the Lead Arrangers regarding the business, operations, financial projections and prospects of you and the Company (including the financial information described in Exhibit B) including without limitation the delivery of all information relating to the Transactions prepared by or on behalf of you or the Company that the Lead Arrangers deem reasonably necessary to complete the syndication of the Incremental Term Facility; (ii) using your commercially reasonable efforts to obtain from Moody's Investor Service, Inc. ("Moody's") and Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P"), prior to the launch of the general syndication, a corporate family rating and a credit rating for the Incremental Term Facility (it being understood that no such rating shall be required to be obtained); (iii) your arranging for direct communications with prospective Lenders in connection with the syndication of the Incremental Term Facility (including without limitation direct contact between your appropriate senior management, representatives and advisors (and, from and after execution of the Acquisition Agreement, using commercially reasonable efforts to cause direct contact with appropriate senior management, representatives and advisors of the Company) and participation of such persons in such meetings, in each case upon reasonable prior notice and at places and times and frequency to be mutually agreed); and (iv) your hosting (including any preparations with respect thereto) with the Lead Arrangers at places and times to be mutually agreed a reasonable number of meetings to be mutually agreed with prospective Lenders. You agree that the Lead Arrangers have the right to place advertisements in financial and other newspapers at their own expense describing their services to you; provided that no such advertisement shall be placed prior to the public announcement of the Acquisition by you and the Lead Arrangers shall submit a copy of any such advertisements to the Buyer for its prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter, the obtaining of the ratings referred above shall not constitute a condition to the commitment hereunder or the funding of the Incremental Term Facility on the Closing Date (or the release of the proceeds of the Incremental Term Facility from escrow on the Initial Acquisition Closing Date, as applicable).

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You will be solely responsible for the contents of the Marketing Materials and all other information, documentation or other materials delivered to us in connection therewith and you acknowledge that we will be using and relying upon such information without independent verification thereof.

You understand that certain prospective Lenders (such Lenders, "Public Lenders") may have personnel that do not wish to receive MNPI (as defined below). At the Lead Arrangers' request, you agree to assist in the preparation of an additional version of the Marketing Materials that does not contain material non-public information concerning you, the Company or your or its respective subsidiaries or affiliates or your or its respective securities within the meaning of United States federal and state securities laws (collectively, "MNPI") which is suitable to make available to Public Lenders. You acknowledge and agree that the following documents may be distributed to Public Lenders (except to the extent you notify us to the contrary and provided that you shall have been given a reasonable opportunity to review such documents and comply with the U.S. Securities and Exchange Commission disclosure requirements): (a) drafts and final versions of the Incremental Amendment and the other Loan Documents; (b) administrative materials prepared by the Lead Arrangers for prospective Lenders (including without limitation a lender meeting invitation, allocations and funding and closing memoranda); and (c) term sheets and notification of changes in the terms and conditions of the Incremental Term Facility. Before distribution of any Marketing Materials in connection with the syndication of the Incremental Term Facility (i) to prospective Lenders that are not Public Lenders, you will provide us with a customary letter authorizing the dissemination of such materials and (ii) to prospective Public Lenders, you will provide us with a customary letter authorizing the dissemination of information that does not contain MNPI (the "Public Information Materials") to Public Lenders and confirming the absence of MNPI therein; provided that any such authorization letters shall be reasonably satisfactory to you. In addition, at the Lead Arrangers' request, you will identify Public Information Materials by marking the same as "PUBLIC" (it being understood that you shall not be under any obligation to mark any materials as "PUBLIC").

Without limiting your obligations to assist with the syndication efforts as set forth herein, it is understood that the Commitment Parties' commitments hereunder are not conditioned upon the syndication of, or receipt of commitments in respect of, the Incremental Term Facility, and in no event shall the commencement or successful completion of syndication of the Incremental Term Facility constitute a condition to the availability of the Incremental Term Facility on the Closing Date (or the release of the proceeds of the Incremental Term Facility from escrow on the Initial Acquisition Closing Date, if applicable). You hereby acknowledge and agree that the Lead Arrangers, in such capacity, will have no responsibility other than to arrange the syndication as set forth herein.

4. Information

You represent, warrant and covenant (with respect to Information and Projections, each as defined below, relating to the Company and its subsidiaries, to the best of your knowledge) that (i) all written information (other than Projections and information of a general economic or industry nature) (collectively, the "Information") that has been or will be made available to the Lead Arrangers or the Commitment Parties by or on behalf of you in connection with the Transactions does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading in light of the circumstances under which such statements are made and (ii) the projections and other forward looking information (the "Projections") that have been or will be made available to the Lead Arrangers or the Commitment Parties by or on behalf of you have been and will be prepared in good faith based upon assumptions that are believed by the preparer thereof to be reasonable

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when made, it being understood that any such financial projections are subject to significant uncertainties and contingencies, many of which are beyond your control, that no assurance can be given that any particular financial projections will be realized, that actual results may differ and that such differences may be material. You agree that if at any time prior to the later of (i) the Closing Date and (ii) the Syndication Date, any of the representations in the preceding sentence would be incorrect if made at such time, then you will promptly supplement, or cause to be supplemented, the Information and Projections so that such representations (to the best of your knowledge with respect to the Company and its subsidiaries) will be correct in light of the circumstances in which statements are made. You understand that in providing our services pursuant to this Commitment Letter we may use and rely on the Information and Projections without independent verification thereof.

5. Indemnification

To induce us to enter into this Commitment Letter and the Fee Letter and to proceed with the documentation of the Incremental Term Facility, you hereby agree to indemnify upon demand and hold harmless the Administrative Agent, the Collateral Agent, the Lead Arrangers and the Commitment Parties and their respective affiliates and each partner, trustee, shareholder, director, officer, employee, advisor, representative, agent, attorney and controlling person thereof (each of the above, an "Indemnified Person") from and against any and all actions, suits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or expenses (including reasonable and documented legal expenses of one firm of counsel to all Indemnified Persons, one local counsel in each appropriate jurisdiction, one special counsel and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict informs you of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected Indemnified Person), joint or several, of any kind or nature whatsoever that may be brought or threatened by the Company, the Borrower, the Guarantors, any of their respective affiliates or any other person or entity and that may be incurred by or asserted against or involve any Indemnified Person (whether or not any Indemnified Person is a party to such action, suit, proceeding or claim) as a result of or arising out of or in any way related to or resulting from the Acquisition, this Commitment Letter, the Fee Letter, the Incremental Term Facility, the Transactions or any related transaction contemplated hereby or thereby or any use or intended use of the proceeds of the Incremental Term Facility; provided that you will not have to indemnify an Indemnified Person against any claim, loss, damage, liability or expense (i) to the extent the same resulted from the gross negligence, bad faith or willful misconduct of, or a material breach of this Commitment Letter or the Fee Letter by, such Indemnified Person or any of their affiliates or its or their partners, trustees, shareholders, directors, officers, employees, advisors, representatives, agents, attorneys or controlling person (to the extent determined by a court of competent jurisdiction in a final and non-appealable judgment) or (ii) incurred in connection with any dispute among Indemnified Parties (other than a dispute against the Administrative Agent, the Collateral Agent or the Lead Arrangers in their capacities as such) other than as a result of any act or omission by the Buyer or its affiliates. Notwithstanding any other provision of this Commitment Letter, no Indemnified Person will be responsible or liable to you or any other person or entity for damages arising from the use by others of any information or other materials obtained through internet, electronic, telecommunications or other information transmission systems, except to the extent such damages have resulted from the bad faith, gross negligence or willful misconduct of, or a material breach of this Commitment Letter or the Fee Letter by, such Indemnified Person or any of its affiliates or its or their partners, trustees, shareholders, directors, officers, employees, advisors, representatives, agent, attorneys or controlling persons (in each case, to the extent determined by a court of competent jurisdiction in a final and non-appealable judgment). You shall not be liable for any settlement of any proceeding effected without your consent (which consent shall not



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be unreasonably withheld, conditioned or delayed), but if settled with your written consent or if there is a final and non-appealable judgment by a court of competent jurisdiction for the plaintiff in any such proceeding for which an Indemnified Person is entitled to be indemnified hereunder, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with the other provisions of this paragraph.

Your indemnity and reimbursement obligations under this Section 5 will be in addition to any liability which you may otherwise have and will be binding upon and inure to the benefit of the successors, assigns, heirs and personal representatives of you and the Indemnified Persons.

Neither (x) we nor any other Indemnified Person, nor (y) you will be responsible or liable to you or any other person or entity for any indirect, special, punitive or consequential damages (in the case of clause (y), other than in respect of any such damages required to be indemnified pursuant to this Section 5), which may be alleged as a result of the Acquisition, this Commitment Letter, the Fee Letter, the Incremental Term Facility, the Transactions or any related transaction contemplated hereby or thereby or any use or intended use of the proceeds of the Incremental Term Facility.

6. Assignments

This Commitment Letter may not be assigned by you without the prior written consent of the Lead Arrangers (and any purported assignment without such consent will be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person (including your equity holders, employees or creditors) other than the parties hereto (and any Indemnified Person). Any Commitment Party may assign its commitments and agreements hereunder, in whole or in part, to any of its (i) affiliates or additional arrangers or (ii) any Lender, provided that no such assignment shall relieve such Commitment Party of its obligations to fund such assigned portion of its commitment hereunder on the Closing Date. This Commitment Letter may not be amended or any term or provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto.

7. USA PATRIOT Act Notification

The Commitment Parties notify you, the Company, the Borrower and the Guarantors that, pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (as amended, supplemented or modified from time to time, the "Patriot Act") they and each Lender may be required to obtain, verify and record information that identifies you, the Company, the Borrower and the Guarantors, including the name and address of each such Person and other information that will allow the Commitment Parties and each Lender to identify you, the Company, the Borrower and the Guarantors in accordance with the Patriot Act and other applicable "know your customer" and anti-money laundering rules and regulations. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Commitment Parties and each Lender.

8. Sharing Information; Affiliate Activities; Absence of Fiduciary Relationship

Please note that this Commitment Letter and the Fee Letter are delivered to you on the understanding that none of this Commitment Letter or the Fee Letter or the information contained herein and therein shall be

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disclosed, directly or indirectly, to any other person or entity (including other lenders, underwriters, placement agents, advisors or any similar persons) without our prior written consent except pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law or regulation or as requested by a governmental authority (in which case you agree to inform us promptly thereof to the extent lawfully permitted to do so); provided that we hereby consent to your disclosure of (i) this Commitment Letter, the Fee Letter and the information contained herein or therein to your officers, directors, employees, attorneys, accountants, agents and advisors on a confidential basis, (ii) this Commitment Letter and the information contained herein (but not the Fee Letter or the information contained therein, except to the extent redacted in a manner satisfactory to the Lead Arrangers) to the Company and its investors, officers, directors, employees, affiliates, attorneys, accountants, agents and advisors on a confidential, need to know basis, (iii) the term sheet attached as Exhibit A and the existence of this Commitment Letter (and the information contained herein) to any rating agency in connection with the Transactions, (iv) the aggregate fee amounts contained in this Commitment Letter and the Fee Letter as part of the financial statements and Projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Transactions to the extent customary or required in offering and marketing materials for the Incremental Term Facility or in any public filing relating to the Transactions, and (v) this Commitment Letter and the information contained herein (but not the Fee Letter and the information contained therein) in any syndication of the Incremental Term Facility and to the extent required to be filed with the U.S. Securities and Exchange Commission or other public filings in connection with the Transactions.

You acknowledge that each Commitment Party and its affiliates are full service securities firms and as such may from time to time effect transactions, for their own account or the account of customers, and may hold positions in securities or indebtedness, or options thereon, of the Buyer, the Company and other companies that may be the subject of the Transactions. Each Commitment Party and its affiliates will have economic interests that are different from or conflict with those of the Buyer regarding the transactions contemplated hereby, and you acknowledge and agree that no Commitment Party has any obligation to disclose such interests to you. You further acknowledge and agree that nothing in this Commitment Letter, the Fee Letter or the nature of our services or in any prior relationship will be deemed to create an advisory, fiduciary or agency relationship between us, on the one hand, and you, your equity holders or your affiliates, on the other hand, and you waive, to the fullest extent permitted by law, any claims you may have against any Commitment Party for breach of fiduciary duty or alleged breach of fiduciary duty and agree that no Commitment Party will have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including your equity holders, employees or creditors. You acknowledge that the Transactions (including the exercise of rights and remedies hereunder and under the Fee Letter) are arms' length commercial transactions and that we are acting as principal and in our own best interests. You are relying on your own experts and advisors to determine whether the Transactions are in your best interests and are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated hereby. In addition, you acknowledge that we may employ the services of our affiliates in providing certain services hereunder and may exchange with such affiliates information concerning you, the Company and other companies that may be the subject of the Transactions and such affiliates will be entitled to the benefits afforded to us hereunder. In addition, please note that Barclays Capital Inc. has been retained by you as financial advisor (in such capacity, the "Financial Advisor") to you in connection with the Acquisition. You agree to such retention, and further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of the Financial Advisor, and on the other hand, our and our affiliates' relationships with you as described and referred to herein.

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Consistent with our policies to hold in confidence the affairs of our customers, we will not use or disclose confidential information obtained from you by virtue of the Transactions in connection with our performance of services for any of our other customers (other than as permitted to be disclosed under this Section 8). Furthermore, you acknowledge that neither we nor any of our affiliates have an obligation to use in connection with the Transactions, or to furnish to you, confidential information obtained or that may be obtained by us from any other person.

Please note that the Commitment Parties and their affiliates do not provide tax, accounting or legal advice.

9. Waiver of Jury Trial; Governing Law; Submission to Jurisdiction; Surviving Provisions

ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT, PROCEEDING OR CLAIM ARISING IN CONNECTION WITH OR AS A RESULT OF ANY MATTER REFERRED TO IN THIS COMMITMENT LETTER OR THE FEE LETTER IS HEREBY IRREVOCABLY WAIVED BY THE PARTIES HERETO. THIS COMMITMENT LETTER WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK; *provided, however*, that each of (a) the interpretation of the definition of Company Material Adverse Effect and whether there shall have occurred a Company Material Adverse Effect and (b) whether the Initial Acquisition has been consummated in accordance with the terms of the Acquisition Agreement shall be governed and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflict of laws principles of such State to the extent that the laws of another jurisdiction would be required thereby. Each of the parties hereto hereby irrevocably (i) submits, for itself and its property, to the exclusive jurisdiction of (a) the Supreme Court of the State of New York, New York County, located in the Borough of Manhattan and (b) the United States District Court for the Southern District of New York and any appellate court from any such court, in any action, suit, proceeding or claim arising out of or relating to this Commitment Letter, the Fee Letter or the Transactions or the performance of services contemplated hereunder or under the Fee Letter, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action, suit, proceeding or claim may be heard and determined in such New York State court or such Federal court, (ii) waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any action, suit, proceeding or claim arising out of or relating to this Commitment Letter, the Fee Letter, the Transactions or the performance of services contemplated hereunder or under the Fee Letter in any such New York State or Federal court and (iii) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action, suit, proceeding or claim in any such court. Each of the parties hereto agrees to commence any such action, suit, proceeding or claim either in the United States District Court for the Southern District of New York or in the Supreme Court of the State of New York, New York County located in the Borough of Manhattan. The Buyer hereby irrevocably appoints Jazz U.S. as its agent for service of process for purpose of the submission to jurisdiction set forth above.

This Commitment Letter is issued for your benefit only and no other person or entity (other than the Indemnified Persons) may rely hereon.

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The provisions of Sections 3, 5, 6, 8 and this Section 9 of this Commitment Letter will survive any termination or completion of the arrangements contemplated by this Commitment Letter or the Fee Letter, including without limitation whether or not the Incremental Amendment is executed and delivered and whether or not the Incremental Term Facility are made available or any loans under the Incremental Term Facility are disbursed, provided that (i) the provisions of Section 3 shall survive until the earlier of termination of this Commitment Letter (provided that there has been no initial funding of the Incremental Term Facility) or the Syndication Date and (ii) the provisions of Section 5 shall be superseded by the definitive documentation for the Incremental Term Facility to the extent covered thereby.

10. Termination; Acceptance

Our commitments hereunder and our agreements to provide the services described herein will terminate upon the first to occur of (i) the consummation of the Initial Acquisition (as defined in Exhibit B) without borrowings under the Incremental Term Facility, (ii) the abandonment or termination of the definitive documentation for the Acquisition, including a valid termination of the Acquisition Agreement after execution thereof and prior to the consummation of the Initial Acquisition, (iii) April 19, 2014 (or, to the extent the Termination Date (as defined in the Acquisition Agreement on the date hereof) has been extended in accordance with Section 7.1(b) of the Acquisition Agreement, June 19, 2014) unless the closing of the Incremental Term Facility has been consummated on or before such date on the terms and subject to the conditions set forth herein, and (iv) the termination of this Commitment Letter and the commitments hereunder by you.

This Commitment Letter may be executed in any number of counterparts, each of which when executed will be an original and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to the Lead Arrangers the enclosed copy of this Commitment Letter, together, if not previously executed and delivered, with the Fee Letter on or before the close of business on January 6, 2014, whereupon this Commitment Letter and the Fee Letter will become binding agreements between us. If not signed and returned as described in the preceding sentence by such date, this offer will terminate on such date.

*[The remainder of this page is intentionally left blank.]*

We look forward to working with you on this assignment.

Very truly yours,

**BARCLAYS BANK PLC**

By: /s/ Ian Palmer  
Name: Ian Palmer  
Title: Managing Director

**J.P. MORGAN SECURITIES LLC**

By: /s/ Alton Lo  
Name: Alton Lo  
Title: Vice President

**JPMORGAN CHASE BANK, N.A.**

By: /s/ Alex Rogin  
Name: Alex Rogin  
Title: Vice President

**MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED**

By: /s/ Nina Sprinkle  
Name: Nina Sprinkle  
Title: Director

**BANK OF AMERICA, N.A.**

By: /s/ John C. Plecque  
Name: John C. Plecque  
Title: Senior Vice President

Commitment Letter

**CITIGROUP GLOBAL MARKETS INC.**

By: /s/ Stuart Dickson  
Name: Stuart Dickson  
Title: Managing Director

**MORGAN STANLEY SENIOR FUNDING, INC.**

By: /s/ Christy Silvester  
Name: Christy Silvester  
Title: Authorized Signatory

**ROYAL BANK OF CANADA**

By: /s/ James S. Wolfe  
Name: James S. Wolfe  
Title: Managing Director, Head of US Leveraged Finance

**DNB BANK ASA**

By: /s/ Nikolai A. Nachamkin  
Name: Nikolai A. Nachamkin  
Title: Senior Vice President

By: /s/ Kristie Li  
Name: Kristie Li  
Title: First Vice President

**DNB MARKETS, INC.**

By: /s/ Daniel M. Hochstadt  
Name: Daniel M. Hochstadt  
Title: Managing Director

By: /s/ Theodore S. Jadick  
Name: Theodore S. Jadick  
Title: President and CEO

Commitment Letter

ACCEPTED AND AGREED TO AS OF THE DATE FIRST WRITTEN ABOVE:

JAZZ PHARMACEUTICALS PUBLIC LIMITED COMPANY

By: /s/ Fintan Keegan

Name: Fintan Keegan

Title: EVP Technical Operations

Commitment Letter

## Exhibit A

### Summary of Terms and Conditions of the Incremental Term Facility

*This Summary of Terms and Conditions outlines certain terms and conditions of the Incremental Term Facility.*

<b>Borrower:</b>	Jazz Pharmaceuticals, Inc., a Delaware corporation (“ <u>Jazz U.S.</u> ” or the “ <u>Borrower</u> ”).
<b>Guarantors:</b>	The same as under the Existing Credit Agreement, it being understood that on the date that the Initial Acquisition is consummated, the Borrower shall cause the Company and its subsidiaries to become Guarantors to the extent required by the terms of the Existing Credit Agreement (the “ <u>New Guarantors</u> ”).
<b>Joint Bookrunners and Joint Lead Arrangers:</b>	Barclays Bank PLC, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc. and Morgan Stanley Senior Funding, Inc. will act as joint bookrunners and joint lead arrangers (in such capacities, the “ <u>Lead Arrangers</u> ”) for the Incremental Term Facility and will perform the duties customarily associated with such roles.
<b>Senior Managing Agents:</b>	Royal Bank of Canada and DNB Markets, Inc. will act as senior managing agents (in such capacities, the “ <u>Agents</u> ”) for the Incremental Term Facility.
<b>Administrative Agent:</b>	Barclays Bank PLC (in such capacity, the “ <u>Administrative Agent</u> ”).
<b>Collateral Agent:</b>	Barclays Bank PLC (in such capacity, the “ <u>Collateral Agent</u> ”).
<b>Lenders:</b>	Barclays Bank PLC and/or other banks, financial institutions and institutional lenders selected by the Lead Arrangers (each, a “ <u>Lender</u> ” and, collectively, the “ <u>Lenders</u> ”).
<b>Purpose/Use of Proceeds:</b>	The proceeds of the Incremental Term Facility will be used to fund, together with cash on hand, the Acquisition and the Transaction Costs.
<b>Amount of Incremental Facility:</b>	A senior secured incremental term loan facility in an aggregate principal amount of \$500 million (the “ <u>Incremental Term Facility</u> ”).
<b>Definitive Documentation:</b>	The Incremental Term Facility shall be documented as a new tranche of term loans under the Existing Credit Agreement, subject to the same terms and provisions contained therein, with such modifications as set forth herein and in the Incremental Amendment with respect thereto.



<b>Incremental Facilities:</b>	Same as the Existing Credit Agreement, it being understood that the Incremental Term Facility shall reduce, or otherwise be deemed to be a use of, the borrowing capacity under the incremental facilities of the Existing Credit Agreement. The Incremental Term Facility will have the benefit of the 50 basis points “most favored nation” provision applicable to the existing Term Loans under the Existing Credit Agreement.
<b>Refinancing Facilities:</b>	Same as the Existing Credit Agreement.
<b>Availability:</b>	One drawing may be made under the Incremental Term Facility on the Closing Date.
<b>Closing Date:</b>	The date on which the borrowings under the Incremental Term Facility are made in accordance with the Commitment Letter (the “ <u>Closing Date</u> ”).
<b>Maturities:</b>	June 12, 2018 (the same as the Tranche 1 Term Loans under the Existing Credit Agreement) (the “ <u>Maturity Date</u> ”).
<b>Amortization:</b>	The outstanding principal amount of the Incremental Term Facility will be payable in equal quarterly amounts of 1.0% <i>per annum</i> prior to the Maturity Date, commencing with the first Principal Amortization Payment Date following the Closing Date, with the remaining balance, together with all other amounts owed with respect thereto, payable on the Maturity Date.
<b>Interest Rate:</b>	<p>All amounts outstanding under the Incremental Term Facility will bear interest, at the Borrower’s option, at a rate <i>per annum</i> equal to:</p> <p>(a) the Base Rate <u>plus</u> 1.75% <i>per annum</i>; or</p> <p>(b) the Adjusted Eurodollar Rate <u>plus</u> 2.75% <i>per annum</i>;</p> <p><u>provided</u>, that at no time will the Base Rate be deemed to be less than 1.75% <i>per annum</i> or the reserve adjusted Eurodollar Rate be deemed to be less than 0.75% <i>per annum</i>.</p>
<b>Default Interest:</b>	Same as the Existing Credit Agreement.
<b>Funding Protection and Taxes:</b>	Same as the Existing Credit Agreement.
<b>Closing Fees:</b>	Closing fees to each Lender party to the Incremental Amendment on the Closing Date, as fee compensation for the funding of such Lender’s loans under the Incremental Term Facility, in an amount equal to 0.50% of the stated principal amount of such Lender’s loans under the Incremental Term Facility, payable to such Lender on the Closing Date.

<b>Voluntary Prepayments:</b>	Same as the Existing Credit Facility; provided that upon the occurrence of any Repricing Transaction (as defined in the Existing Credit Agreement) prior to the date that is six months after the Closing Date, the Borrower shall be required to pay a fee in the amount equal to 1.00% of the principal amount of the loans under the Incremental Term Facility subject to such Repricing Transaction.
<b>Mandatory Prepayments:</b>	Same as the Existing Credit Facility. The loans under the Incremental Term Facility will share ratably in all mandatory prepayments with the existing Term Loans under the Existing Credit Agreement.
<b>Collateral:</b>	Same as the Existing Credit Agreement.
<b>Representations and Warranties:</b>	Same as the Existing Credit Agreement.
<b>Affirmative Covenants:</b>	Same as the Existing Credit Agreement.
<b>Negative Covenants:</b>	Same as the Existing Credit Agreement.
<b>Financial Covenants:</b>	Same as the Existing Credit Facility.
<b>Events of Default:</b>	Same as the Existing Credit Agreement.
<b>Margin Regulation Savings Clauses:</b>	The Incremental Amendment will provide that, for so long as Company Stock constitutes “margin stock” within the meaning of Regulation U, the restrictions on negative pledges, liens and dispositions, the mandatory prepayment provisions and the related cross default provisions set forth in the Existing Credit Agreement shall not apply with respect to Company Stock to the extent the value (within the meaning of Regulation U) of Company Stock, together with the value of all other margin stock held by the Borrower and its subsidiaries, exceeds 25% of the total value of all assets subject to such covenants and agreements.
<b>Conditions Precedent to Borrowing:</b>	The several obligation of each Lender to make, or cause an affiliate to make, loans under the Incremental Term Facility on the Closing Date will be subject only to (i) prior written notice of borrowing, (ii) satisfaction of the conditions set forth in Section 4.02(b) and (c) of the Existing Credit Agreement, (iii) after giving effect to the making of loans under the Incremental Term Facility, Parent shall be in compliance with the covenant set forth in Section 7.10 of the Existing Credit Agreement on a pro forma basis in accordance with Section 1.03(c) of the Existing Credit Agreement and (iv) except as specified in Section 2 of the Commitment Letter, satisfaction of the conditions set forth in Exhibit B to the Commitment Letter.

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**Assignments and Participations:** Same as the Existing Credit Agreement.

**Amendments and  
Required Lenders:** Same as the Existing Credit Agreement.

**Indemnity and Expenses:** Same as the Existing Credit Agreement.

**Governing Law and  
Jurisdiction:** Same as the Existing Credit Agreement.

**Counsel to the Lead Arrangers,  
Agents and the Administrative  
Agent:** Cahill Gordon & Reindel LLP.

Exhibit A-4

## Exhibit B

### Summary of Conditions Precedent to the Incremental Term Facility

1. Current Transactions: The terms of the Acquisition Agreement (including all exhibits, schedules, annexes and other attachments thereto) and all related documents shall be reasonably satisfactory to the Lead Arrangers (it being agreed that the Acquisition Agreement and related documents and schedules executed on December 19, 2013 are reasonably satisfactory to the Lead Arrangers). Except as set forth in the proviso within the first paragraph of Section 2 of the Commitment Letter, the acquisition, pursuant to the Tender Offer, of more than 50% of the outstanding Company Stock (the "Initial Acquisition") shall have been consummated or will be consummated substantially concurrently with the initial funding under the Incremental Term Facility in accordance with the terms of the Acquisition Agreement (the "Acquisition Condition"); provided that no amendment, modification or waiver of any term of the Acquisition Agreement or any condition to the Buyer or its subsidiary's obligation to consummate the Acquisition thereunder (other than any such amendment, modification or waiver that is not materially adverse to any interest of the Lenders and other than a Permitted Minimum Condition Modification (as defined in the Acquisition Agreement)) shall be made or granted, as the case may be, without the prior written consent of the Lead Arrangers having a majority in aggregate principal amount of the commitments of the Incremental Term Facility (the "Requisite Lead Arrangers") (it being understood that any reduction in the price that is less than or equal to 10% of the total consideration set forth in the Acquisition Agreement as of the date hereof will not be deemed to be materially adverse to the interests of the Lenders and will not require the prior written consent of the Requisite Lead Arrangers).
2. Financial Statements. The Lead Arrangers shall have received (i) unqualified audited financial statements of the Company for its three most recently completed fiscal years ended 90 days before the Closing Date (it being understood that the Lead Arrangers have received such financial statements for each of the fiscal years ended December 31, 2010, 2011 and 2012) and (ii) unaudited financial statements for any quarterly interim period or periods of the Company ending more than 45 days prior to the Closing Date (it being understood that the quarter ending December 31, 2013 is not an interim period), together with unaudited financial statements for the corresponding period of the prior year (it being understood that the Lead Arrangers have received such financial statements for the quarterly periods ended March 31, 2013, June 30, 2013 and September 30, 2013); provided that the filing of the required financial statements with the U.S. Securities and Exchange Commission will satisfy the foregoing requirements. All such financial statements shall have been prepared in accordance with U.S. GAAP (except, in the case of the interim financials, for year-end audit adjustments and absence of footnotes).
3. Marketing Period. The Lead Arrangers shall have been afforded a period of no less than 15 consecutive calendar days following the date that the Marketing Materials have been provided to syndicate the Incremental Term Facility prior to the Closing Date; provided that such 15 consecutive calendar day period shall not commence earlier than January 6, 2014.
4. No Company Material Adverse Effect. As of the scheduled expiration date of the Offer (as defined in the Acquisition Agreement), since June 30, 2013, there shall not have occurred a Company Material Adverse Effect (as defined in the Acquisition Agreement on the date hereof), and there has not been, and there does not exist, any Effect (as defined in the Acquisition Agreement on the date hereof) that, individually or in the aggregate with other Effects, would reasonably be expected to have a Company Material Adverse Effect (the "Company Material Adverse Effect Condition").

5. Fees and Expenses. All fees and expenses (in the case of expenses, to the extent invoiced at least three business days prior to the Closing Date) required to be paid on the Closing Date pursuant to the Commitment Letter and the Fee Letter shall, upon the initial borrowing under the Incremental Term Facility, have been paid (which amounts may be offset against the proceeds of the Incremental Term Facility).
6. Definitive Documents; Customary Closing Conditions. The Borrower and the Guarantors shall have executed definitive loan documents relating to the Incremental Term Facility, including without limitation, the Incremental Amendment, guarantees, security agreements, pledge agreements, real property security agreements, or in each case, to the extent applicable, amendments or joinders thereto, and other related definitive documents (collectively, the "Loan Documents"), which shall be consistent with the terms set forth in this Commitment Letter and subject to the Conditions Limitation Provision and otherwise reasonably satisfactory to the Lead Arrangers. Subject to the Conditions Limitation Provision, the Lead Arrangers shall be reasonably satisfied that the Borrower has complied with all other customary closing conditions, including without limitation: (i) the delivery of customary legal opinions, corporate records and documents from public officials, officer's certificates and evidence of authority; and (ii) delivery of a solvency certificate (certifying that, after giving effect to the Transactions, the Parent and its subsidiaries on a consolidated basis are solvent) in substantially the form of Exhibit K to the Existing Credit Agreement.
7. Patriot Act. The Administrative Agent and the Lead Arrangers shall have received at least five days prior to the Closing Date, all documentation and other information about the Borrower and the Guarantors (including the New Guarantors) as required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Patriot Act, to the extent reasonably requested by any Lender to the Administrative Agent and conveyed by the Administrative Agent to the Borrower in writing at least 10 days prior to the Closing Date.

Exhibit B-2