

# AMARIN CORP PLC\UK

## **FORM 8-K** (Current report filing)

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

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of Earliest Event Reported): January 20, 2017**

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**Amarin Corporation plc**

(Exact name of registrant as specified in its charter)

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**England and Wales**  
(State or other jurisdiction  
of incorporation)

**0-21392**  
(Commission  
File Number)

**Not applicable**  
(I.R.S. Employer  
Identification No.)

**2 Pembroke House, Upper Pembroke Street 28-32,  
Dublin 2, Ireland**  
(Address of principal executive offices)

**Not applicable**  
(Zip Code)

**Registrant's telephone number, including area code: +353 1 6699 020**

**Not Applicable**  
Former name or former address, if changed since last report

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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))
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**Item 1.01 Entry into a Material Definitive Agreement.***Entry into Note Purchase Agreements and Pricing of Exchangeable Note Offering*

On January 20, 2017, Corsicanto II Designated Activity Company, a designated activity company formed under the laws of Ireland (the “Issuer”) and a wholly owned subsidiary of Amarin Corporation plc (the “Company”), and the Company entered into separate, privately negotiated purchase agreements (the “Purchase Agreements”) with certain investors (the “Purchasers”) pursuant to which the Issuer will issue and sell \$30 million in aggregate principal amount of 3.50% Exchangeable Senior Notes due 2047 (the “2017 Notes”) at an issue price of 100%. The net proceeds from the offering are expected to be \$28.9 million after deducting placement agent fees and estimated offering expenses payable by the Company. The offering of the 2017 Notes is expected to close on January 25, 2017, subject to customary closing conditions. The form of Purchase Agreement is filed as Exhibit 10.1 to this report and is incorporated herein by reference.

The 2017 Notes will be issued pursuant to an Indenture (the “Indenture”), to be entered into by the Company, the Issuer and Wilmington Trust, National Association, as trustee (the “Trustee”). The 2017 Notes will be the senior unsecured obligations of the Issuer and will be guaranteed by the Company. The 2017 Notes will bear interest at a rate of 3.50% per annum from, and including, January 25, 2017, payable semi-annually in arrears on January 15 and July 15 of each year, beginning on July 15, 2017. The 2017 Notes will mature on January 15, 2047, unless earlier repurchased, redeemed or exchanged.

At any time after the issuance of the 2017 Notes and prior to the close of business on the second business day immediately preceding January 15, 2047, holders may exchange their 2017 Notes for American Depositary Shares of the Company (“ADS”) at their option and at the exchange rate described below. If prior to January 19, 2021, a make-whole fundamental change (as defined in the Indenture) occurs and a holder elects to exchange its 2017 Notes in connection with such make-whole fundamental change, such holder may be entitled to an increase in the exchange rate as described in the Indenture.

The exchange rate will initially be 257.2016 ADSs per \$1,000 principal amount of the 2017 Notes (equivalent to an initial exchange price of approximately \$3.89 per ADS (the “Exchange Price”)), subject to adjustment in certain circumstances. The initial exchange price for the 2017 Notes represents a premium of approximately 35% over the last reported sale price of \$2.88 per share of the Company’s ADSs on The NASDAQ Global Market on January 19, 2017. Upon exchange, the 2017 Notes are to be settled in ADSs. The exchange rate is subject to adjustment from time to time upon the occurrence of certain events, including, but not limited to, the payment of cash dividends.

Prior to January 19, 2021, the Issuer may not redeem the 2017 Notes at its option other than in connection with certain changes in the tax law of a relevant taxing jurisdiction that results in additional amounts (as defined in the Indenture) becoming due with respect to payments and/or deliveries on the 2017 Notes. On or after January 19, 2021, the Issuer may redeem for cash all or a portion of the 2017 Notes at a redemption price of 100% of the aggregate principal amount of the 2017 Notes to be redeemed, plus accrued and unpaid interest to, but not including, the redemption date. If a Fundamental Change (as defined in the Indenture) occurs, holders may require the Issuer to repurchase all or part of their 2017 Notes for cash at a Fundamental Change repurchase price equal to 100% of the aggregate principal amount of the 2017 Notes to be repurchased, plus accrued and unpaid interest to, but not including, the Fundamental Change repurchase date. In addition, holders of the 2017 Notes may require the Issuer to repurchase all or any portion of the 2017 Notes on January 19, 2022 for cash at a price equal to 100% of the aggregate principal amount of the 2017 Notes to be repurchased, plus accrued and unpaid interest to, but not including, the repurchase date.

The Issuer may elect at its option to cause all or any portion of the 2017 Notes to be mandatorily exchanged in whole or in part at any time prior to the close of business on the business day preceding January 15, 2047 if the Daily VWAP (as defined in the Indenture) equals or exceeds 130% of the Exchange Price then in effect (which quotient equals approximately \$5.05 on the date hereof) for at least 20 VWAP Trading Days (as defined in the Indenture) in any 30 consecutive VWAP Trading Day period. The Issuer may only exercise its optional exchange rights upon satisfaction of specified equity conditions, including that the ADSs issuable upon exchange of the 2017 Notes be eligible for resale without registration by non-affiliates and listed on The NASDAQ Global Market, its related exchanges or the New York Stock Exchange. If the Issuer elects to exercise its optional exchange rights on or prior to January 19, 2021, each holder whose 2017 Notes are exchanged may upon exchange receive a specified number of additional ADSs as set forth in the Indenture.

The Indenture will contain customary terms and covenants and events of default. If an event of default (other than certain events of bankruptcy, insolvency or reorganization involving the Issuer) occurs and is continuing, the Trustee by notice to the Issuer, or the holders of at least 25% in principal amount of the outstanding 2017 Notes by notice to the Issuer and the Trustee, may declare 100% of the principal of and accrued and unpaid interest, if any, on all of the 2017 Notes to be due and payable. Upon such a declaration of acceleration, such principal and accrued and unpaid interest, if any, will be due and payable immediately. Upon the occurrence of certain events of bankruptcy, insolvency or reorganization involving the Issuer, 100% of the principal of and accrued and unpaid interest, if any, on all of the 2017 Notes will become due and payable automatically. Notwithstanding the foregoing, the Indenture will provide that, to the extent the Issuer elects and for up to 360 days, the sole remedy for an event of default relating to certain failures by the Issuer or the Company, as the case may be, to comply with certain reporting covenants in the Indenture consists exclusively of the right to receive additional interest on the 2017 Notes.

The Issuer has agreed to use its commercially reasonable efforts to procure the listing of the 2017 Notes on the Global Exchange Market operated under the supervision of the Irish Stock Exchange (or on another recognized stock exchange for the purposes of Section 64 of the Taxes Consolidation Act 1997 of Ireland and within the meaning of Section 1005 ITA 2007 of the United Kingdom) prior to July 15, 2017, which will be the first interest payment date for the 2017 Notes.

The foregoing descriptions of the 2017 Notes and the Indenture do not purport to be complete and are qualified in their entirety by reference to the Indenture (which will include the form of the 2017 Note). A copy of the Indenture (which will include the form of the 2017 Note) is expected to be attached as an exhibit to a Current Report on Form 8-K to be filed by the Company following the closing of the 2017 Notes offering.

Lazard is acting as financial advisor and placement agent in connection with the 2017 Notes offering.

The Company offered the 2017 Notes in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"). The offer and sale of the 2017 Notes did not involve a public offering, the solicitation of offers for the 2017 Notes was not done by any form of general solicitation or general advertising and offers for the 2017 Notes were only solicited from persons believed to be "qualified institutional buyers" within the meaning of Rule 144A promulgated under the Securities Act. The 2017 Notes and any ADSs that may be issued upon exchange of the 2017 Notes will not be registered under the Securities Act, and may not be offered or sold in the United States absent registration under the Securities Act or an applicable exemption from registration requirements.

This Current Report on Form 8-K does not constitute an offer to sell, or a solicitation of an offer to buy, any security and shall not constitute an offer, solicitation or sale in any jurisdiction in which such offering would be unlawful.

### **Item 3.02 Unregistered Sales of Equity Securities.**

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference in this Item 3.02.

### **Item 8.01 Other Events.**

#### *Consummation of Mandatory Tender Offer for Exchangeable Notes Issued in 2012*

Pursuant to the terms of the Indenture, dated as of January 9, 2012, by and among the Company, Corsicanto Designated Activity Co (f/k/a Corsicanto Limited), a wholly owned subsidiary of the Company (the "2012 Notes Issuer"), and Wells Fargo Bank, National Association, as trustee (the "2012 Notes Indenture"), the Company and the 2012 Notes Issuer were required to make an offer to purchase for cash the 3.50% Exchangeable Senior Notes due 2032 (the "2012 Notes") outstanding under the 2012 Notes Indenture at a purchase price equal to 100% of the principal amount thereof plus accrued and unpaid interest thereon to the date of repurchase (the "Mandatory Tender Offer"). The Mandatory Tender Offer expired on January 18, 2017 with approximately \$15.0 million aggregate principal amount of 2012 Notes validly tendered by the holders thereof and purchased by the Company and the 2012 Notes Issuer for approximately \$15.0 million. As of the date hereof, approximately \$0.1 million aggregate principal amount of 2012 Notes remain outstanding.

On January 20, 2017, the Company issued a press release with respect to the 2017 Notes offering and the Mandatory Tender Offer. A copy of this press release is furnished as Exhibit 99.1 hereto.

### **Forward-Looking Statements**

This Current Report on Form 8-K contains forward-looking statements concerning the Company's expectations, anticipations, intentions, beliefs or strategies regarding the offering of 2017 Notes. These forward-looking statements are not promises or guarantees and involve substantial risks and uncertainties. Among the factors that could cause actual results to differ materially from those described or projected herein are the following: financial market conditions and actions by the counterparties to the Purchase Agreements prior to the closing of the offering of 2017 Notes. A further list and description of these risks, uncertainties and other risks associated with an investment in the Company can be found in Company's filings with the U.S. Securities and Exchange Commission, including its most recent Quarterly Report on Form 10-Q. Existing and prospective investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

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

#### (d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Private Placement Purchase Agreement
99.1	Press Release, dated January 20, 2017.

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**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: January 20, 2017

Amarin Corporation plc

By: /s/ John Thero

John Thero  
President and Chief Executive Officer

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**Exhibit Index**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Private Placement Purchase Agreement
99.1	Press Release, dated January 20, 2017.

**FORM OF PRIVATE PLACEMENT PURCHASE AGREEMENT**

(the “**Undersigned**”), for itself and on behalf of the beneficial owners listed on Exhibit A hereto (the “**Accounts**”) for whom the Undersigned holds contractual and investment authority (each Account, as well as the Undersigned if it is acquiring Purchased Notes (as defined below) hereunder, a “**Purchaser**”), enters into this Private Placement Purchase Agreement (the “**Agreement**”) with (a) Corsicanto II Designated Activity Company, a designated activity company incorporated under the laws of Ireland (the “**Company**”) and the wholly owned subsidiary of Amarin Corporation plc, a public limited company incorporated under the laws of England and Wales (the “**Guarantor**”) and (b) the Guarantor, on January 20, 2017 whereby the Purchaser will purchase (the “**Purchase**”) the Company’s 3.50% Convertible Senior Notes due 2047, which are guaranteed by the Guarantor (the “**Notes**”), that will be issued pursuant to the provisions of an Indenture to be dated as of the Closing Date (as defined herein) (the “**Indenture**”) in the form of Exhibit B hereto by and between the Company and Wilmington Trust, National Association, as trustee (the “**Trustee**”).

On and subject to the terms and conditions set forth in this Agreement, the parties hereto agree as follows:

**Article I : Purchase of Notes**

Subject to the terms set forth in this Agreement, at the Closing (as defined herein), the Undersigned hereby agrees to cause the Purchasers to purchase from the Company, and the Company hereby agrees to issue and sell to the Purchasers, the principal amount of the Notes set forth in Exhibit A for the cash purchase price specified in Exhibit A.

The closing of the Purchase (the “**Closing**”) shall occur on a date (the “**Closing Date**”) which the parties intend to be January 25, 2017. At the Closing, (a) each Purchaser shall deliver or cause to be delivered to the Company the Purchase Price specified on Exhibit A hereto and (b) upon receipt of the Purchase Price, the Company shall issue to each Purchaser the principal amount of Notes specified on Exhibit A hereto (collectively, the “**Purchased Notes**”) (or, if there are no Accounts, the Undersigned, as the sole Purchaser, shall deliver to the Company the Purchase Price and upon receipt of the Purchase Price, the Company shall deliver to the Undersigned the Purchased Notes); provided, however, that the parties acknowledge that the delivery of the Purchased Notes to the Purchaser may be delayed due to procedures and mechanics within the system of the Depository Trust Company, Euroclear/CREST, the Irish Stock Exchange plc or the NASDAQ Global Market (“**NASDAQ**”), or other events beyond the Company’s control and that such delay will not be a default under this Agreement so long as (i) the Company is using its reasonable best efforts to effect the issuance of one or more global notes representing the Purchased Notes, (ii) such delay is no longer than five business days, and (iii) interest shall accrue on such Purchased Notes from January 25, 2017. Contemporaneously with or after the Closing, the Company may issue Notes to one or more other investors, subject to the terms of the Indenture. Lazard Frères & Co. LLC (“**Lazard**”) shall provide instructions to the Undersigned for settlement of the Purchase. The delivery of the Purchased Notes will be effected via DWAC. The Company’s wiring instructions for delivery of the principal amount of Purchased Notes and DWAC settlement instructions will be provided by Lazard post-pricing.

**Article II : Covenants, Representations and Warranties of the Purchasers**

The Undersigned hereby covenants as follows, and makes the following representations and warranties on its own behalf and, where specified below, on behalf of each Account, each of which is and shall be true and correct on the date hereof and at the Closing, to the Company, the Guarantor and Lazard, and all such covenants, representations and warranties shall survive the Closing.

**Section 2.1 Power and Authorization.** Each of the Undersigned and each Purchaser is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, and the Undersigned has the power, authority and capacity to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the Purchase contemplated hereby, in each case on behalf of itself and each Account. If the Undersigned is executing this Agreement on behalf of Accounts, (a) the Undersigned has all requisite discretionary and contractual authority to enter into this Agreement on behalf of, and bind, each Account, and (b) Exhibit A hereto is a true, correct and complete list of (i) the name of each Account and (ii) the principal amount of Purchased Notes to be issued to such Account.

**Section 2.2 Valid and Enforceable Agreement; No Violations.** This Agreement has been duly executed and delivered by the Undersigned and constitutes a valid and legally binding obligation of the Undersigned and each Purchaser, enforceable against the Undersigned and each such Purchaser in accordance with its terms, except that such enforcement may be subject to (a) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally, and (b) general principles of equity, whether such enforceability is considered in a proceeding at law or in equity (the "**Enforceability Exceptions**"). This Agreement and consummation of the Purchase will not violate, conflict with or result in a breach of or default under (i) the Undersigned's or such Purchaser's organizational documents, (ii) any agreement or instrument to which the Undersigned or such Purchaser is a party or by which the Undersigned or such Purchaser or any of their respective assets are bound, or (iii) any laws, regulations or governmental or judicial decrees, injunctions or orders applicable to the Undersigned or such Purchaser.

**Section 2.3 Qualified Institutional Buyer.** Each Purchaser is a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act.

**Section 2.4 No Affiliates.** No Purchaser is, or has been at any time during the consecutive three-month period preceding the date hereof, a director, officer or "affiliate" within the meaning of Rule 144 promulgated under the Securities Act (an "**Affiliate**") of the Company or the Guarantor.

**Section 2.5 Restricted Notes, American Depository Shares and Shares.** Each Purchaser (a) acknowledges that the issuance of the Purchased Notes pursuant to the Purchase and the issuance of any American Depository Shares of the Guarantor (the "**Conversion ADSs**"), each representing one ordinary share, 50 pence par value per share, of the Guarantor (the "**Conversion Shares**"), upon conversion of any of the Purchased Notes (the Conversion ADSs and the Conversion Shares, together, the "**Conversion Securities**") have not been registered or qualified under the Securities Act or any state securities laws, and the Purchased Notes and Conversion Securities are being offered and sold in reliance upon exemptions provided in the Securities Act and state securities laws for transactions not involving any public offering and, therefore, cannot be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless they are subsequently registered and qualified under the Securities Act and applicable state laws or unless an exemption from such registration and qualification is available, and that evidence of the Purchased Notes and Conversion Securities will bear a legend to such effect as specified in the Indenture, and (b) is purchasing the Purchased Notes and Conversion Securities for investment purposes only for the account of such Purchaser and not with any view toward a distribution thereof or with any intention of selling, distributing or otherwise disposing of the Purchased Notes or Conversion Securities in a manner that would violate the registration requirements of the Securities Act. The Undersigned and each Purchaser confirms to the Company and Lazard that it has such knowledge and experience in business matters that the Undersigned and each such Purchaser is capable of evaluating the merits and risks of an investment in the Purchased Notes or the Conversion Securities and of making an informed investment decision and understands that (x) this investment is suitable only for an investor which is able to bear the economic consequences of losing its entire investment and (y) the purchase of the Purchased Notes or the Conversion Securities by the Undersigned and each Purchaser is a speculative investment which involves a high degree of risk of loss of the entire investment.

**Section 2.6 No Illegal Transactions.** Each of the Undersigned and each Purchaser has not, directly or indirectly, and no person acting on behalf of or pursuant to any understanding with it has, disclosed to a third party any information regarding the Purchase nor engaged in any transactions in the securities of the Company or the Guarantor (including, without limitation, any Short Sales (as defined below) involving any of the Company's or the Guarantor's securities) since the time that the Undersigned was first contacted by any of the Company, the Guarantor, Lazard or any other person regarding the Purchase, this Agreement or an investment in the Purchased Notes or the Company or the Guarantor. Each of the Undersigned and such Purchaser covenants that neither it nor any person acting on its behalf or pursuant to any understanding with it will disclose to a third party any information regarding the Purchase or engage, directly or indirectly, in any transactions in the securities of the Company or the Guarantor (including Short Sales) prior to the time the transactions contemplated by this Agreement are publicly disclosed by the Company. "Short Sales" include, without limitation, all "short sales" as defined in Rule 200 of Regulation SHO promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, derivatives and similar arrangements (including on a total return basis), and sales and other transactions through non-U.S. broker-dealers or foreign regulated brokers. Solely for purposes of this Section 2.6, subject to the Undersigned's and such Purchaser's compliance with their respective obligations under the U.S. federal securities laws and the Undersigned's and such Purchaser's respective internal policies, (a) the terms "Undersigned" and "Purchaser" shall not be deemed to include any employees, subsidiaries, desks, groups or affiliates of the Undersigned or such Purchaser that are effectively walled off by appropriate "Fire Wall" information barriers approved by the Undersigned's or the Purchaser's respective legal or compliance department (and thus such walled off parties have not been privy to any information concerning the Purchase), and (b) the foregoing representations and covenants of this Section 2.6 shall not apply to any transaction by or on behalf of an Account, desk or group that was effected without the advice or participation of, or such Account's, desk's or group's receipt of information regarding the Purchase provided by, the Undersigned.

**Section 2.7 Adequate Information; No Reliance.** The Undersigned acknowledges and agrees on behalf of itself and each Purchaser that (a) the Undersigned has been furnished with all materials it considers relevant to making an investment decision to enter into the Purchase and has had the opportunity to review the Guarantor's filings and submissions with the SEC, including, without limitation, all information filed or furnished pursuant to the Exchange Act, (b) the Undersigned has had a full opportunity to ask questions of the Company and the Guarantor concerning the Company and the Guarantor, respectively, their respective businesses, operations, financial performances, financial conditions and prospects, and the terms and conditions of the Purchase, (c) the Undersigned has had the opportunity to consult with its accounting, tax, financial and legal advisors to be able to evaluate the risks and consequences involved in the Purchase and to make an informed investment decision with respect to such Purchase, (d) neither the Company nor Lazard is acting as a fiduciary or financial or investment adviser to the Undersigned or such Purchaser, and (e) neither the Undersigned nor such Purchaser is relying, and none of them has relied, upon any statement, advice (whether accounting, tax, financial, legal or other), representation or warranty made by the Company, the Guarantor or any of their respective affiliates or representatives including, without limitation, Lazard, except for (i) the publicly available filings and submissions made by the Guarantor with the SEC under the Exchange Act and (ii) the representations and warranties made by the Company and the Guarantor in this Agreement.

**Section 2.8 No Public Market.** Each Purchaser understands that no public market exists for the Purchased Notes, and that there is no assurance that a public market will ever develop for the Purchased Notes.

**Section 2.9 Subsequent Offers and Resales of the Purchased Notes in Ireland.** Each Purchaser agrees that:

(a) The Purchased Notes will not be resold or otherwise transferred in Ireland:

(i) otherwise than in conformity with the Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended) of Ireland and any rules issued by the Central Bank of Ireland pursuant to Section 1363 of the Companies Act 2014 of Ireland;

(ii) otherwise than in conformity with the provisions of the European Communities (Markets in Financial Instruments) Regulations 2007 (Nos. 1 to 3) (as amended), including, without limitation, Regulations 7 and 152 thereof or any codes of conduct used in connection therewith and the provisions of the Investor Compensation Act 1998; and

(iii) otherwise than in conformity with the provisions of the Companies Act 2014 of Ireland (as amended), the Central Bank Acts 1942 to 2015 of Ireland (as amended) and any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989 of Ireland.

(b) No action may otherwise be taken in Ireland in respect of the Purchased Notes, otherwise than in conformity with the provisions of the Market Abuse Regulation (EU 596/2014)) and any rules issued by the Central Bank of Ireland pursuant to Section 1370 of the Companies Act 2014 of Ireland.

### **Article III : Covenants, Representations and Warranties of the Company and the Guarantor**

Each of the Company and, where specified below, the Guarantor, hereby covenants as follows, and makes the following representations and warranties, each of which is and shall be true and correct on the date hereof and at the Closing, to the Purchasers and Lazard, and all such covenants, representations and warranties shall survive the Closing.

**Section 3.1 Power and Authorization.** Each of the Company and the Guarantor is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has the power, authority and capacity to execute and deliver this Agreement and the Indenture, to perform its respective obligations hereunder and thereunder, and to consummate the Purchase contemplated hereby.

**Section 3.2 Valid and Enforceable Agreements; No Violations.** This Agreement has been duly executed and delivered by the Company and the Guarantor and constitutes a valid and legally binding obligation of the Company and the Guarantor, enforceable against the Company and the Guarantor in accordance with its terms, except that such enforcement may be subject to the Enforceability Exceptions. At the Closing, the Indenture, substantially in the form of Exhibit B hereto, will have been duly executed and delivered by the Company and the Guarantor and will govern the terms of the Notes, and the Indenture will constitute a valid and legally binding obligation of the Company and the Guarantor, enforceable against the Company and the Guarantor in accordance with its terms, except that such enforcement may be subject to the Enforceability Exceptions. This Agreement, the Indenture and consummation of the Purchase will not violate, conflict with or result in a breach of or default under (a) the memorandum and articles of association, the charter, bylaws or other organizational documents of the Company and the Guarantor, (b) any material agreement or instrument to which the Company or the Guarantor is a party or by which the Company or the Guarantor or any of their respective assets are bound, or (c) any laws, regulations or governmental or judicial decrees, injunctions or orders applicable to the Company or the Guarantor except in the case of clauses (b) and (c) where such violations, conflicts, breaches or defaults would not affect the Company's or the Guarantor's respective businesses or their respective ability to consummate the transactions contemplated hereby in any material respect.

**Section 3.3 Validity of the Purchased Notes.** The Purchased Notes and the guarantee thereof have been duly authorized by the Company and the Guarantor, respectively, and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to the Purchaser pursuant to the Purchase against delivery of the Purchase Price in accordance with the terms of this Agreement, the Purchased Notes and the guarantee thereof will be valid and legally binding obligations of the Company and the Guarantor, respectively, enforceable in accordance with their terms, except that such enforcement may be subject to the Enforceability Exceptions, and the Purchased Notes will not be subject to any preemptive, participation, rights of first refusal or other similar rights (other than any such rights that will be waived prior to the Closing). Assuming the accuracy of each Purchaser's representations and warranties hereunder, the Purchased Notes (a) will be issued in the Purchase exempt from the registration requirements of the Securities Act pursuant to Section 4(a)(2) of the Securities Act, and (b) will be issued in compliance with all applicable state and federal laws concerning the issuance of the Purchased Notes.

**Section 3.4 Validity of Underlying American Depository Shares.** The Purchased Notes have an exchange feature whereby the Purchased Notes may be exchanged for Conversion ADSs in accordance with the terms of the Indenture. The Guarantor has obtained authority under sections 551 and 570 of the UK Companies Act 2006 to issue the Conversion Shares, free from pre-emption rights or other third party rights and the Conversion ADSs have been duly authorized and reserved by the Guarantor for issuance upon exchange of the Purchased Notes and, when issued upon exchange of the Purchased Notes in accordance with the terms of the Purchased Notes and the Indenture, the Conversion ADSs will be validly issued, fully paid and non-assessable, and the issuance of the Conversion ADSs will not be subject to any preemptive, participation, rights of first refusal or other similar rights.

**Section 3.5 Listing Approval.** On or within one business day immediately following a conversion date with respect to the Purchased Notes, the Conversion ADSs delivered in connection with such conversion shall be approved for listing on The NASDAQ Global Market, subject to a notice of issuance.

**Section 3.6 Disclosure.** On or before the first business day following the date of this Agreement, the Guarantor shall issue a publicly available press release or file with the SEC a Current Report on Form 8-K disclosing all material terms of the Purchase.

**Section 3.7 No Litigation.** There is no action, lawsuit, arbitration, claim or proceeding pending or, to the knowledge of the Company and the Guarantor, threatened, against the Company or the Guarantor that would reasonably be expected to impede the consummation of the transactions contemplated hereby.

#### **Article IV : Miscellaneous**

**Section 4.1 Entire Agreement.** This Agreement and any documents and agreements executed in connection with the Purchase embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous oral or written agreements, representations, warranties, contracts, correspondence, conversations, memoranda and understandings between or among the parties or any of their agents, representatives or affiliates relative to such subject matter, including, without limitation, any term sheets, emails or draft documents.

**Section 4.2 Construction.** References in the singular shall include the plural, and vice versa, unless the context otherwise requires. References in the masculine shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meanings of the provisions hereof. Neither party, nor its respective counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions of this Agreement, and all language in all parts of this Agreement shall be construed in accordance with its fair meaning, and not strictly for or against either party.

**Section 4.3 Governing Law.** This Agreement shall in all respects be construed in accordance with and governed by the substantive laws of the State of New York, without reference to its choice of law rules.

**Section 4.4 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Any counterpart or other signature hereon delivered by facsimile or any standard form of telecommunication or e-mail shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party.

**Section 4.5 Third Party Beneficiaries.** This Agreement is also intended for the immediate benefit of Lazard. Lazard may rely on the provisions of this Agreement, including, but not limited to, the respective covenants, representations and warranties of the Undersigned, each Purchaser and the Company.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first above written.

**“UNDERSIGNED” :**

\_\_\_\_\_  
(in its capacities described in the first paragraph hereof)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“COMPANY” :**

**SIGNED by Michael W. Kalb, for and on behalf of CORSICANTO II DESIGNATED ACTIVITY COMPANY as its duly authorized and lawfully appointed attorney**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“GUARANTOR” :**

**SIGNED by John F. Thero, Director, Chief Executive Officer and President, for and on behalf of AMARIN CORPORATION PLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature Page to Purchase Agreement

Corsicanto II Designated Activity Company 3.50% Convertible Senior Notes due 2047, Guaranteed by Amarin Corporation plc.



## Amarin Announces Debt Restructuring and Related Private Placement of Exchangeable Senior Notes

BEDMINSTER, N.J., and DUBLIN, Ireland– January 20, 2017 – Amarin Corporation plc (Nasdaq: AMRN) (“Amarin”) announced today that it and its wholly owned subsidiary, Corsicanto II Designated Activity Company (the “Issuer”), have entered into separate, privately negotiated purchase agreements with certain investors pursuant to which the Issuer will issue and sell \$30.0 million in aggregate principal amount of 3.50% Exchangeable Senior Notes due 2047 (the “2017 Notes”), which will be guaranteed by Amarin, at an issue price of 100%. The purchase agreements were entered into in contemplation of the surrender for purchase of approximately \$15.0 million aggregate principal amount of 3.50% Exchangeable Senior Notes due 2032, which were issued in January 2012 by a subsidiary of Amarin (the “2012 Notes”). As detailed in an Amarin press release issued on December 16, 2016, Amarin was required by the terms of the indenture governing the 2012 Notes to purchase all 2012 Notes surrendered to it on January 19, 2017. As of today, approximately \$0.1 million aggregate principal amount of 2012 Notes remain outstanding.

The 2017 Notes will be exchangeable into American Depositary Shares of Amarin (“ADSs”) at the option of the holders at an initial exchange rate of 257.2016 ADSs per \$1,000 principal amount of 2017 Notes (equivalent to an initial exchange price of approximately \$3.89 per ADS), subject to adjustment in certain circumstances. The exchange price represents a premium of approximately 35% over the last reported sale price of \$2.88 per share of Amarin’s ADS on The NASDAQ Global Market on January 19, 2017. The transaction is expected to close on January 25, 2017, subject to customary closing conditions.

The net proceeds from the offering are expected to be \$28.9 million after deducting placement agent fees and estimated offering expenses payable by Amarin. A portion of the net proceeds from the offering will replenish approximately \$15.0 million of cash on hand that Amarin used to purchase substantially all of the 2012 Notes. Amarin anticipates that it will use such cash on hand and the remainder of the net proceeds from the offering for general corporate and working capital purposes.

Lazard is acting as financial advisor and placement agent in connection with the 2017 Notes offering.

This announcement is neither an offer to sell nor a solicitation of an offer to buy any of these securities and shall not constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale is unlawful. The 2017 Notes and the ADSs issuable upon exchange of the 2017 Notes will not be registered under the Securities Act of 1933, as amended (the “Securities Act”), or the securities laws of any other jurisdiction, and may not be offered or sold in the United States absent registration under the Securities Act or an applicable exemption from registration requirements.

### About Amarin

Amarin Corporation plc is a biopharmaceutical company focused on the commercialization and development of therapeutics to improve cardiovascular health. Amarin’s product development program leverages its extensive experience in lipid science and the potential therapeutic benefits of polyunsaturated fatty acids. Amarin’s clinical program includes a commitment to an ongoing outcomes study. Vascepa® (icosapent ethyl), Amarin’s first FDA-approved product, is a highly-pure, EPA-only, omega-3 fatty acid product available by prescription. For more information about Vascepa, visit [www.vascepa.com](http://www.vascepa.com). For more information about Amarin, visit [www.amarincorp.com](http://www.amarincorp.com).

### Forward-Looking Statements

This press release contains forward-looking statements concerning Amarin’s expectations, anticipations, intentions, beliefs or strategies regarding the offering of 2017 Notes. These forward-looking statements are not promises or guarantees and involve substantial risks and uncertainties. Among the factors that could cause actual results to differ materially from those described or projected herein are the following: financial market conditions and actions by the counterparties to the Purchase Agreements prior to the closing of the offering of 2017 Notes. A further list and description of these risks, uncertainties and other risks associated with an investment in Amarin can be found in Amarin’s filings with the U.S. Securities and Exchange Commission, including its most recent Quarterly Report on Form 10-Q. Existing and prospective investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

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**Availability of Other Information about Amarin**

Investors and others should note that Amarin communicates with its investors and the public using its website ([www.amarincorp.com](http://www.amarincorp.com)), its investor relations website (<http://www.amarincorp.com/investor-splash.html>), including but not limited to investor presentations and investor FAQs, U.S. Securities and Exchange Commission filings, press releases, public conference calls and webcasts. The information that Amarin posts on these channels and websites could be deemed to be material information. As a result, Amarin encourages investors, the media, and others interested in Amarin to review the information that Amarin posts on these channels, including Amarin's investor relations website, on a regular basis. This list of channels may be updated from time to time on Amarin's investor relations website and may include social media channels. The contents of Amarin's website or these channels, or any other website that may be accessed from Amarin's website or these channels, shall not be deemed incorporated by reference in any filing under the Securities Act or under the Securities and Exchange Act of 1934, as amended.

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