

VOTING UNDERTAKING

To: Amryt Pharma plc
Highbridge MSF International Ltd
Highbridge SCF Special Situations SPV, L.P.
1992 Tactical Master Fund, L.P.
Athyrium Opportunities II Acquisition 2 LP
Athyrium Opportunities III Acquisition 2 LP
Whitebox Relative Value Partners, LP
Whitebox GT Fund, LP
Whitebox Multi-Strategy Partners, LP
Pandora Select Partners, LP
Nineteen77 Global Multi-Strategy Alpha Master Limited
Nineteen77 Global Convertible Bond Master Limited

May 20th 2019

Dear Sirs,

Acquisition of Aegerion Pharmaceuticals, Inc. (“Aegerion”) by Amryt Pharma plc (the “Company”)

In this undertaking, references to the “**Transaction**” mean the proposed acquisition by or on behalf of the Company or any of its affiliates of the entire issued share capital of Aegerion and the associated arrangements and agreements, in each case in accordance with the terms of the restructuring support agreement entered into between, among others, the parties to this undertaking on the same date as this voting undertaking (the “**RSA**”).

1. VOTING UNDERTAKINGS

- 1.1 I, the undersigned, hereby irrevocably and unconditionally (subject to paragraph 3 below) undertake to you (where applicable) and warrant to you (where applicable) that:
- (a) I am the beneficial owner (and unless otherwise specified in the schedule hereto am also the registered holder) or am otherwise able to procure the transfer (free from any charge, option, lien, equity, rights of pre-emption, restriction, encumbrance or third party rights of any kind whatsoever) of, and the exercise of all voting and other rights attaching to, the number of ordinary shares of GBP £0.01 each in the capital of the Company specified in paragraph 1 of the schedule hereto (the “**Committed Shares**”);
 - (b) I have and will continue to have all relevant power and authority and the right (free from any legal or other restrictions) to enter into this undertaking, to perform the obligations under it in accordance with their terms in respect of the Committed Shares;
 - (c) I shall vote the Committed Shares in favour of any resolution required to implement the Transaction, and shall exercise or procure the exercise of all voting rights attaching to the Committed Shares on any resolution proposed at

any general meeting of the Company, including any adjournment thereof (“**General Meeting**”), which is necessary to implement or might reasonably be expected to impact the success of, or frustrate or impede in any way, the Transaction;

- (d) after posting by the Company to shareholders of the circular seeking shareholder approval for the Transaction (the “**Transaction Circular**”), I shall return or procure the return of the form(s) of proxy enclosed with the Transaction Circular duly completed and signed, and/or take or procure the taking of any action required to make a valid proxy appointment and give valid proxy instructions, in each case voting in favour of the resolutions to implement the Transaction, as soon as possible and in any event within ten (10) days after the posting of the Transaction Circular and I shall not revoke the terms of any proxy submitted, either in writing or by attendance at the General Meeting or otherwise;
- (e) I have been granted share options under the Company’s Employee Share Option Plan (as adopted on 18 April 2016 and as amended on 25 May 2017) over the number of ordinary shares of GBP £0.01 each specified in paragraph 2 of the schedule hereto (the “**Options**”) and confirm that the Options are still subsisting and that I am beneficially entitled to the Options. Any shares acquired by me no later than ten (10) days prior to the General Meeting following the exercise of any Options shall be treated in accordance with paragraph 1.2;
- (f) unless and until the RSA lapses or is terminated in accordance with its terms, I will not:
 - (i) except pursuant to the Transaction, sell, transfer, charge, encumber, grant any options over or otherwise dispose of, or permit the sale, transfer, charging, encumbering, granting of any option over or other disposal of, or offer or enter into any agreement or arrangement to do any of the foregoing in respect of, all or any of the Committed Shares or of any interest therein; nor
 - (ii) convene any meeting of the members of the Company in my capacity as a shareholder, nor exercise or permit the exercise of the voting rights attaching to the Committed Shares in any manner which would or might impede or frustrate the Transaction; and
- (g) from the date of this undertaking until the date which is six (6) months after the date of termination of the RSA, I shall:
 - (i) vote against any resolutions of the shareholders of the Company which may be proposed in connection with any alternative transaction proposed by any competing offeror in relation to the Company, irrespective of the terms of such alternative transaction; and
 - (ii) not accept any offer made by any competing offeror in relation to the Company, irrespective of the terms of such offer.

- 1.2 If at any point prior to completion of the Transaction, I do acquire or purchase any shares, securities or interests in securities of the Company or rights therein (including by way of exercise of any Options) or otherwise become the registered holder or beneficial owner of further shares, securities or interests in securities of the Company or in respect of which I become entitled to exercise all rights or interests, such shares, securities, interests or rights shall be deemed to be included in the definition of "Committed Shares" and the undertakings and agreements as set out in paragraph 1.1 in relation to such Committed Shares shall be performed as soon as reasonably practicable but by no later than ten (10) days following the date on which I become entitled to exercise all rights in respect of them.

2. **CONFIRMATIONS**

I, the undersigned, hereby irrevocably and unconditionally (save as specified in paragraph 3 below) warrant to you that:

- (a) the details of all my interests in securities of the Company contained in the schedule to this undertaking, are true and accurate and that my interests (and, if applicable, the interests of any registered holder(s)) are correctly described; and
- (b) save as set out in the schedule to this undertaking, I have no other interests in securities of the Company or rights to subscribe, purchase or otherwise acquire any securities of the Company.

3. **CONDITIONS**

The undertakings and agreements set out in this undertaking are conditional upon the RSA becoming unconditional and effective in accordance with its terms, and not otherwise lapsing or being terminated. If the RSA lapses or is terminated, this voting undertaking shall automatically terminate on the date which is six (6) months after the date of termination of the RSA and the warranties, appointments, agreements and obligations set out herein shall automatically lapse and be of no further force or effect and no party hereto shall have any claim against any other save in respect of any prior breach of this undertaking.

4. **GENERAL**

- 4.1 I recognise and acknowledge that if I should fail to comply with my obligations and undertakings hereunder, damages may not be an adequate remedy and that the remedies of an injunction, an order for specific performance or other equitable remedy may be the only adequate remedy for any such threatened or actual breach and no proof of special damages shall be necessary for the enforcement by you of your rights under this deed.
- 4.2 With regard to any of the Committed Shares which are not registered in my name, the undertakings, agreements and obligations of whatsoever nature contained in this deed are given by me subject to the conditions set out in paragraph 3 above but otherwise on behalf of the registered holder(s) of such Committed Shares and I undertake to take all reasonable steps to procure the compliance by the registered holder(s) of such Committed Shares with the undertakings, agreements and obligations of whatsoever nature contained in this deed as if they were a party to this undertaking and so obliged.

4.3 I sign this undertaking solely in my capacity as a shareholder of the Company, and not in any other capacity and this undertaking shall not limit or otherwise affect any of my actions, or the actions of any of my affiliates, employees or designees, in my or their capacity, if applicable, as an officer or director of the Company.

5. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

5.1 This undertaking (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this undertaking or its formation or any act performed or claimed to be performed under it) shall be governed by and construed in accordance with English law.

5.2 Each of the parties to this undertaking irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and / or to settle any disputes which may arise out of or in connection with this undertaking or its formation or any act performed or claimed to be performed under it and, for these purposes, each party irrevocably submits to the exclusive jurisdiction of the courts of England and waives any objection to any proceedings on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

IN WITNESS whereof this undertaking has been executed and delivered as a deed on the date first above written.

SCHEDULE

1. INTERESTS IN THE COMPANY

- 1.1 My “interests” in the securities (including securities convertible thereto and rights to subscribe therefor) of the Company on the date hereof are as stated below:

Registered Holder	Class of security	Number of Shares	Beneficial Owner
Rory Nealon	Ordinary Shares	9,664,623	Rory Nealon

2. OPTIONS

- 2.1 The details of my Options are as follows:

Registered Holder	Number of Options	Exercise Price and Period	Date of Grant
Rory Nealon	Total: 2,335,947		
	Split:		
	824,452	20.12 pence November 28 th 2024	November 28 th 2017
	1,511,495	TBD May 21 st 2026	May 21 st 2019

**EXECUTED AND DELIVERED AS
A DEED BY RORY NEALON**
in the presence of:

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Witness's signature: 

Name (print): Sam McCooy

Occupation: Self-employed

Address: 90 Harcourt Street, Dublin 2