

Allergan plc
Form S-4
July 17, 2015
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As filed with the Securities and Exchange Commission on July 17, 2015

Registration No. 333-

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

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ALLERGAN PLC
(Exact name of registrant as specified in its charter)

Ireland
(State or other jurisdiction of
incorporation or organization)

2834
(Primary Standard Industrial
Classification Code Number)
1 Grand Canal Square, Docklands

98-1114402
(I.R.S. Employer
Identification Number)

Dublin 2, Ireland

(862) 261-7000

(Address, including Zip Code, and Telephone Number, including Area Code, of Registrant's Principal Executive Offices)

Brenton L. Saunders

President and Chief Executive Officer

Allergan plc

Morris Corporate Center III

400 Interpace Parkway

Parsippany, NJ 07054

(862) 261-7000

(Name, Address, including Zip Code, and Telephone Number, including Area Code, of Agent for Service)

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140 Scott Drive
Menlo Park, CA 94025
(650) 328-4600

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this registration statement becomes effective and upon completion of the merger.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box: "

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. "

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. "

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of large accelerated filer, accelerated filer and smaller reporting company in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company
If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share N/A	Proposed maximum aggregate offering price \$463,091,108.28 ⁽²⁾	Amount of registration fee \$53,811.19 ⁽³⁾
Ordinary Shares, par value \$0.0001 per share				

- (1) Omitted in reliance on Rule 457(o) of the Securities Act of 1933, as amended (the Securities Act).
- (2) Estimated solely for the purpose of calculating the registration fee required by Section 6(b) of the Securities Act and calculated in accordance with Rule 457(c) and 457(f)(1) of the Securities Act, based on the market value of 31,438,636 shares of KYTHERA common stock (the total number of shares of KYTHERA common stock outstanding or issuable pursuant to options or other equity awards that are outstanding as of July 13, 2015 or that may be granted after such date and prior to completion of the Merger), as established by the average of the high and low sales prices of KYTHERA common stock on The NASDAQ Global Select Market on July 13, 2015 of \$74.73, minus \$1,886,318,160 (the estimated amount of cash to be paid to KYTHERA s stockholders in the Merger).
- (3) Calculated by multiplying the estimated aggregate offering price of securities to be registered by Allergan plc by 0.0001162.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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Information contained herein is subject to completion or amendment. A registration statement relating to the Allergan plc ordinary shares to be issued in the Merger has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This proxy statement/prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale is not permitted or would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY PROXY STATEMENT/PROSPECTUS

DATED JULY 17, 2015, SUBJECT TO COMPLETION

PRELIMINARY COPY

KYTHERA LETTER TO STOCKHOLDERS

Dear Stockholders:

You are cordially invited to attend a special meeting of the stockholders of KYTHERA Biopharmaceuticals, Inc. (KYTHERA) to be held on [], 2015 at [] local time, at [] (the special meeting).

As previously announced, on June 17, 2015, Allergan plc (Allergan) entered into an Agreement and Plan of Merger, as amended by Amendment No. 1, dated as of July 1, 2015 (as it may be further amended from time to time, the Merger Agreement) with KYTHERA and Keto Merger Sub, Inc., an indirect wholly owned subsidiary of Allergan (Merger Sub), providing for the merger of Merger Sub with and into KYTHERA (the Merger), with KYTHERA surviving the merger as an indirect wholly owned subsidiary of Allergan. Following the Merger, KYTHERA common stock will be delisted from The NASDAQ Global Select Market (NASDAQ), deregistered under the Securities Exchange Act of 1934, as amended, and cease to be publicly traded. The acquisition of KYTHERA will be effected under Delaware law.

As a result of the Merger, each share of KYTHERA common stock issued and outstanding immediately prior to the Merger (other than shares held by stockholders who properly demand their appraisal rights under Delaware law and shares held by KYTHERA as treasury stock or owned by Allergan, Merger Sub or any of their respective subsidiaries, which will be canceled without consideration, and shares subject to any unvested KYTHERA restricted stock award which is to be assumed by Allergan) will be converted into the right to receive: (1) \$60.00 in cash, without interest and (2) that number of validly issued, fully paid and nonassessable Allergan ordinary shares equal to the quotient determined by dividing \$15.00 by the volume weighted average price of Allergan ordinary shares (as reported by Bloomberg L.P. or, if not reported by Bloomberg L.P., in another authoritative source mutually selected by Allergan and KYTHERA) for a ten trading day period, starting with the opening of trading on the twelfth trading day prior to the closing date of the Merger (the Closing Date) and ending with the closing of trading on the third to last trading day prior to the Closing Date (the Allergan VWAP), and rounding the result to the nearest 1/10,000 of an Allergan ordinary share, with cash to be paid in lieu of fractional shares.

For a description of the consideration that KYTHERA stockholders will receive, see the section entitled *The Merger Agreement Consideration to KYTHERA Stockholders* beginning on page [] of the accompanying proxy statement/prospectus. Allergan ordinary shares trade on the New York Stock Exchange under the symbol AGN, and shares of KYTHERA common stock trade on NASDAQ under the symbol KYTH. KYTHERA stockholders will be entitled to receive \$15.00 in value of Allergan ordinary shares per share of KYTHERA common stock determined using the Allergan VWAP. However, because the Allergan VWAP will be determined over a ten trading day period ending on the third to last trading day prior to the Closing Date, the Allergan VWAP may differ from Allergan's share price as of the Closing Date, and the Allergan VWAP may differ from the value of Allergan ordinary shares based on the price per Allergan ordinary share as of [], 2015 or the price per Allergan ordinary share at the time of the special meeting.

KYTHERA is holding a special meeting to vote on the adoption of the Merger Agreement and related matters. Allergan and KYTHERA cannot complete the proposed Merger unless, among other things, KYTHERA stockholders vote to adopt the Merger Agreement.

Your vote is very important. A failure to vote will have the same effect as a vote AGAINST the adoption of the Merger Agreement. To ensure your representation at the special meeting, please complete and return the enclosed proxy card or submit your proxy by telephone or through the Internet. Please submit your proxy promptly whether or not you expect to attend the special meeting. Submitting a proxy now will not prevent you from being able to vote in person at the special meeting.

The KYTHERA board of directors has unanimously determined that the Merger Agreement and the transactions contemplated thereby, including the Merger, are advisable, fair to, and in the best interests of KYTHERA and the KYTHERA stockholders, has unanimously approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Merger, on the terms and subject to the conditions set forth therein, and unanimously recommends that KYTHERA's stockholders vote FOR the adoption of the Merger Agreement.

The obligations of KYTHERA and Allergan to complete the Merger are subject to the satisfaction or waiver of a number of conditions set forth in the Merger Agreement, a copy of which is included as Annex A to the proxy statement/prospectus. The proxy statement/prospectus provides you with detailed information about the proposed Merger. It also contains or references information about KYTHERA and Allergan and certain related matters. **You are encouraged to read this document carefully. In particular, you should read the Risk Factors section beginning on page [] of the accompanying proxy statement/prospectus for a discussion of the risks you should consider in evaluating the proposed transactions and how they will affect you.**

On behalf of the KYTHERA board of directors, thank you for your consideration and continued support.

Sincerely,

Keith R. Leonard, Jr.
President and Chief Executive Officer

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the Merger, the issuance of Allergan ordinary shares in connection with the Merger, or passed upon the adequacy or accuracy of the disclosure in this document. Any representation to the contrary is a criminal offense.

The date of this proxy statement/prospectus is [], and it is first being mailed to stockholders of KYTHERA on or about [].

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KYTHERA BIOPHARMACEUTICALS, INC.

30930 RUSSELL RANCH ROAD, 3RD FLOOR

WESTLAKE VILLAGE, CA 91362

NOTICE OF A SPECIAL MEETING OF STOCKHOLDERS

TO BE HELD ON [], 2015

NOTICE IS HEREBY GIVEN that a special meeting (the special meeting) of the stockholders of KYTHERA Biopharmaceuticals, Inc. (KYTHERA) will be held at [] at [] (local time) on [], 2015 for the following purposes:

1. to adopt the Agreement and Plan of Merger, dated as of June 17, 2015, as amended by Amendment No. 1, dated as of July 1, 2015 (as it may be further amended from time to time, the Merger Agreement), by and among Allergan plc (Allergan), Keto Merger Sub, Inc. and KYTHERA (the Merger Proposal);
2. to approve the adjournment of the special meeting to another date and place if necessary or appropriate to solicit additional votes in favor of the Merger Proposal (the Adjournment Proposal); and
3. to approve, on a non-binding, advisory basis, the compensation to be paid to KYTHERA s named executive officers that is based on or otherwise relates to the Merger (the Merger-Related Named Executive Officer Compensation Proposal), as disclosed pursuant to Item 402(t) of Regulation S-K in *The Merger Interests of KYTHERA s Directors and Executive Officers in the Merger Quantification of Payments and Benefits to KYTHERA s Named Executive Officers* beginning on page [] of the accompanying proxy statement/prospectus. The approval by KYTHERA stockholders of the Merger Proposal is required to complete the merger (the Merger) described in the accompanying proxy statement/prospectus.

KYTHERA will transact no other business at the special meeting, except for business properly brought before the special meeting or any adjournment or postponement thereof.

The Merger Proposal is described in more detail in the accompanying proxy statement/prospectus, which you should read carefully in its entirety before you vote. A copy of the Merger Agreement is attached as Annex A to the accompanying proxy statement/prospectus.

The KYTHERA board of directors has set [], 2015 as the record date for the special meeting. Only holders of record of shares of KYTHERA common stock at the close of business on [], 2015 will be entitled to notice of and to vote at the special meeting and any adjournments thereof. Any stockholder entitled to attend and vote at the special meeting is entitled to appoint a proxy to attend and vote on such stockholder s behalf. Such proxy need not be a holder of shares of KYTHERA common stock.

Your vote is very important. To ensure your representation at the special meeting, please complete and return the enclosed proxy card or submit your proxy by telephone or through the Internet. Please submit your proxy promptly whether or not you expect to attend the special meeting. Submitting a proxy now will not prevent you from

being able to vote in person at the special meeting.

The KYTHERA board of directors has unanimously approved and declared advisable the Merger Agreement and unanimously recommends that you vote FOR the Merger Proposal, FOR the Adjournment Proposal and FOR the Merger-Related Named Executive Officer Compensation Proposal.

BY ORDER OF THE BOARD OF
DIRECTORS

Keith Klein
Corporate Secretary

Westlake Village, California

[], 2015

PLEASE SUBMIT A PROXY FOR YOUR SHARES OF KYTHERA COMMON STOCK PROMPTLY. YOU CAN FIND INSTRUCTIONS FOR DOING SO ON THE ENCLOSED PROXY CARD. IF YOU HAVE QUESTIONS ABOUT THE PROPOSALS OR ABOUT VOTING YOUR SHARES, PLEASE CALL (800) 322-2885 (TOLL-FREE) OR (212) 929-5500 (COLLECT).

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ADDITIONAL INFORMATION

The accompanying proxy statement/prospectus incorporates by reference important business and financial information about Allergan and KYTHERA from documents that are not included in or delivered with the accompanying proxy statement/prospectus. This information is available without charge to you upon written or oral request. You can obtain the documents incorporated by reference in the proxy statement/prospectus by requesting them in writing, by email or by telephone from Allergan or KYTHERA at their respective addresses and telephone numbers listed below or by accessing the websites listed below. The information provided on the websites listed below is not a part of the accompanying proxy statement/prospectus and therefore is not incorporated by reference into the accompanying proxy statement/prospectus.

Allergan plc
Morris Corporate Center III
400 Interpace Parkway
Parsippany, NJ 07054
Attention: Investor Relations
Telephone: (862) 261-7488

Email: investor.relations@actavis.com

ir.allergan.com

In addition, if you have questions about the Merger or the KYTHERA special meeting, or if you need to obtain copies of the accompanying proxy statement/prospectus, proxy card or other documents incorporated by reference in the accompanying proxy statement/prospectus, you may contact the KYTHERA proxy solicitation agent at the address and telephone number listed below. You will not be charged for any of the documents you request.

MacKenzie Partners Inc.

105 Madison Avenue

New York, NY 10016

Telephone: (212) 929-5500 (call collect)

or

Toll-Free (800) 322-2885

To obtain timely delivery of these documents before the KYTHERA special meeting, you must request the information no later than [], 2015.

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For a more detailed description of the information incorporated by reference in the accompanying proxy statement/prospectus and how you may obtain it, see the section entitled *Where You Can Find More Information* beginning on page [] of the accompanying proxy statement/prospectus.

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The following are answers to certain questions you may have regarding the Merger and the special meeting of the stockholders of KYTHERA to be held on [], 2015 at [] local time, at [] (referred to in this proxy statement/prospectus as the KYTHERA special meeting). You are urged to read carefully this entire proxy statement/prospectus, because the information in this section may not provide all of the information that might be important to you in determining how to vote. Additional important information is also contained in the Annexes to, and the documents incorporated by reference into, this proxy statement/prospectus. See the section entitled Where You Can Find More Information beginning on page [] of this proxy statement/prospectus. All references in this proxy statement/prospectus to Allergan refer to Allergan plc, an Irish public limited company; all references to Merger Sub refer to Keto Merger Sub, Inc., a Delaware corporation and an indirect wholly owned subsidiary of Allergan; all references to KYTHERA refer to KYTHERA Biopharmaceuticals, Inc., a Delaware corporation; all references to the Merger Agreement refer to the Agreement and Plan of Merger, dated as of June 17, 2015, by and among Allergan, Merger Sub and KYTHERA, as amended by Amendment No. 1, dated as of July 1, 2015, by and among Allergan, Merger Sub and KYTHERA (referred to in this proxy statement/prospectus as Amendment No. 1), as it may be further amended from time to time, a copy of which is included as Annex A to this proxy statement/prospectus; and all references to the Voting Agreement refer to the Stockholder Voting Agreement, dated as of June 17, 2015, by and between Allergan and each of the individuals or entities listed on the signature pages thereto, as it may be amended from time to time, a copy of which is included as Annex B to this proxy statement/prospectus. Unless otherwise indicated, all references to dollars or \$ in this proxy statement/prospectus are references to U.S. dollars. If you are in any doubt about this transaction you should consult an independent financial advisor.

Q: WHAT ARE THE PROPOSED TRANSACTIONS ABOUT WHICH I AM BEING ASKED TO VOTE?

A: Allergan has agreed to acquire KYTHERA under the terms of the Merger Agreement. Pursuant to the Merger Agreement, Merger Sub will merge with and into KYTHERA (which merger is referred to in this proxy statement/prospectus as the Merger), with KYTHERA continuing as the surviving corporation (referred to in this proxy statement/prospectus as the Surviving Corporation). Following the Merger, KYTHERA will be an indirect wholly owned subsidiary of Allergan and the KYTHERA common stock will be delisted from The NASDAQ Global Select Market (referred to in this proxy statement/prospectus as NASDAQ), deregistered under the Securities Exchange Act of 1934, as amended (referred to in this proxy statement/prospectus as the Exchange Act) and cease to be publicly traded.

KYTHERA stockholders are being asked to (i) adopt the Merger Agreement, (ii) approve the adjournment of the KYTHERA special meeting to another date and place if necessary or appropriate to solicit additional votes in favor of adopting the Merger Agreement, and (iii) approve, on a non-binding, advisory basis, the compensation to be paid by KYTHERA to its named executive officers that is based on or otherwise relates to the Merger.

The adoption of the Merger Agreement by the KYTHERA stockholders is a condition to the consummation of the Merger. See the section entitled *The Merger Agreement Conditions to the Consummation of the Merger* beginning on page [] of this proxy statement/prospectus.

Q: WHY AM I RECEIVING THIS PROXY STATEMENT/PROSPECTUS?

A: KYTHERA is sending these materials to its stockholders to help them decide how to vote their shares of KYTHERA common stock with respect to matters to be considered at the KYTHERA special meeting.

The consummation of the Merger requires the approval of the KYTHERA stockholders. To obtain the required stockholder approval, KYTHERA will hold the KYTHERA special meeting at which KYTHERA will ask its

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stockholders to approve (i) the adoption of the Merger Agreement, (ii) the adjournment of the KYTHERA special meeting to another date and place if necessary or appropriate to solicit additional votes in favor of adopting the Merger Agreement, and (iii) a non-binding, advisory proposal relating to the compensation to be paid by KYTHERA to its named executive officers that is based on or otherwise relates to the Merger. Further information about the KYTHERA special meeting and the Merger is contained in this proxy statement/prospectus. The Merger is not conditioned on the approval of the adjournment of the KYTHERA special meeting or the compensation payable to KYTHERA's named executive officers that is based on or otherwise relates to the Merger.

This proxy statement/prospectus constitutes both a proxy statement of KYTHERA and a prospectus of Allergan. It is a proxy statement because the board of directors of KYTHERA (referred to in this proxy statement/prospectus as the KYTHERA Board) is soliciting proxies from its stockholders in connection with the KYTHERA special meeting using this proxy statement/prospectus. It is a prospectus because Allergan, in connection with the Merger Agreement, is offering its ordinary shares in partial exchange for the outstanding shares of KYTHERA common stock in the Merger.

The enclosed proxy materials allow you to grant a proxy or vote your shares by telephone or Internet without attending the KYTHERA special meeting in person.

Your vote is very important. You are encouraged to submit your proxy or vote your shares by telephone or Internet as soon as possible, even if you do plan to attend the KYTHERA special meeting in person.

For the avoidance of doubt, this proxy statement/prospectus is not intended to be and is not a prospectus for the purposes of the Investment Funds, Companies and Miscellaneous Provisions Act of 2005 of Ireland (referred to in this proxy statement/prospectus as the 2005 Act), the Prospectus (Directive 2003/71/EC) Regulations 2005 of Ireland (as amended) or the Prospectus Rules issued under the 2005 Act, and the Central Bank of Ireland has not approved this proxy statement/prospectus.

Q: WHAT WILL KYTHERA STOCKHOLDERS RECEIVE IN THE MERGER?

A: As a result of the Merger, each share of KYTHERA common stock issued and outstanding immediately prior to the effective time of the Merger, other than (i) any shares held by KYTHERA as treasury stock or owned by Allergan or Merger Sub or any of their respective subsidiaries, which will be canceled without consideration, and any shares subject to any unvested KYTHERA restricted stock award which is to be assumed by Allergan in the Merger (the shares described in (i) are referred to in this proxy statement/prospectus as excluded shares) and (ii) shares of KYTHERA common stock held by KYTHERA stockholders who have properly demanded appraisal and otherwise complied with applicable Delaware law and not effectively withdrawn any demand for, or lost the right to, appraisal under Delaware law, which will become entitled to the payment of the fair value of such shares determined in accordance with Delaware law as described under the section entitled *Appraisal Rights* beginning on page [] of this proxy statement/prospectus (the shares described in (ii) are referred to in this proxy statement/prospectus as dissenting shares), will be converted into the right to receive (1) \$60.00 in cash, without interest (referred to in this proxy statement/prospectus as the Cash Consideration Portion) and (2) that number of validly issued, fully paid and nonassessable ordinary shares of Allergan (referred to in this proxy statement/prospectus as Allergan ordinary shares) equal to the quotient determined by dividing \$15.00 by the volume weighted average price of Allergan ordinary shares (as reported by Bloomberg L.P. or, if not reported by Bloomberg L.P., in another authoritative source mutually selected by Allergan and KYTHERA) for a ten trading day period, starting with the opening of trading on the twelfth trading day prior to the closing date of the Merger (referred to in this proxy statement/prospectus as the Closing Date) and ending with the closing of trading on the third to last trading day prior to the Closing Date (such volume weighted

average price of Allergan ordinary shares is referred to in this proxy statement/prospectus as the Allergan VWAP), and rounding the result to the nearest 1/10,000 of an Allergan ordinary share (referred to in this proxy statement/prospectus as the Stock Consideration Portion and, collectively with the Cash Consideration Portion, referred to in this proxy statement/prospectus as the Merger Consideration).

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No holder of KYTHERA common stock will be issued fractional Allergan ordinary shares in the Merger. Each holder of KYTHERA common stock converted pursuant to the Merger who would otherwise have been entitled to receive a fraction of an Allergan ordinary share will receive, in lieu thereof, cash, without interest, in an amount equal to such fractional part of an Allergan ordinary share (rounded to the nearest one thousandth when expressed in decimal form) multiplied by the Allergan VWAP.

Q: WHAT IS THE VALUE OF THE MERGER CONSIDERATION?

A: In the Merger, each KYTHERA stockholder will receive, for each share of KYTHERA common stock they own as of immediately prior to the effective time of the Merger, other than excluded shares and dissenting shares, (i) the Cash Consideration Portion and (ii) the Stock Consideration Portion, as described above.

The Allergan VWAP, which will be used to determine the fraction of an Allergan ordinary share comprising the Stock Consideration Portion, may be different, and may be lower, than the market price of Allergan ordinary shares on the date KYTHERA stockholders receive their Allergan ordinary shares, the date the Merger Agreement was executed, the date of this proxy statement/prospectus or the date of the KYTHERA special meeting. Changes in the market price of Allergan ordinary shares may result from changes in the business, operations or prospects of Allergan, market reactions to the proposed Merger and market assessments of its likelihood of being completed, regulatory considerations or developments, general market or economic conditions or other factors.

While the exact number of Allergan ordinary shares to be received by KYTHERA stockholders as the Stock Consideration Portion of the Merger Consideration may not be known at the time of the KYTHERA special meeting because the Allergan VWAP cannot be determined until the closing of trading on the third to last trading day prior to the Closing Date, the KYTHERA stockholders have certainty that the Stock Consideration Portion will represent Allergan ordinary shares with \$15.00 in value, based on the Allergan VWAP, for each share of KYTHERA common stock, other than excluded shares and dissenting shares, held by each KYTHERA stockholder.

The exchange ratio mechanism effectively provides for the Stock Consideration Portion of the Merger Consideration to have a fixed value. As a result of the exchange ratio mechanism, KYTHERA stockholders have protection against declines in the price per Allergan ordinary share between execution of the Merger Agreement and the beginning of the ten day trading period that determines the Allergan VWAP, because a lower Allergan VWAP will result in a greater fraction of an Allergan ordinary share being issuable as stock consideration. However, the value of the Stock Consideration Portion (based on the Allergan VWAP) will not be greater than \$15.00 per share of KYTHERA common stock even if the price per Allergan ordinary share increases between execution of the Merger Agreement and the closing of the Merger, because a higher Allergan VWAP will result in a smaller fraction of an Allergan ordinary share being issuable as stock consideration. Moreover, the value of such stock consideration, based on the actual trading price per share of Allergan ordinary shares at the time of the closing of the Merger, could be less (or more) than \$15.00 due to potential variances between the Allergan VWAP and the actual trading price per Allergan ordinary share at the closing of the Merger.

No holder of KYTHERA common stock will be issued fractional Allergan ordinary shares in the Merger. Each holder of KYTHERA common stock who would otherwise have been entitled to receive a fraction of an Allergan ordinary share will receive, in lieu thereof, cash, without interest, in an amount equal to such fractional part of an Allergan ordinary share (rounded to the nearest one thousandth when expressed in decimal form) multiplied by the Allergan VWAP.

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During the twelve-month period ending on [], 2015, the record date for the KYTHERA special meeting, the closing price of Allergan ordinary shares varied from a low of \$[] to a high of \$[], and ended that period at \$[]. KYTHERA encourages you to obtain current market quotations for Allergan ordinary shares and KYTHERA common stock before you vote your shares.

Table of Contents**Q: WHAT WILL HOLDERS OF KYTHERA EQUITY AWARDS RECEIVE IN THE MERGER?**

A: Stock Options: As of the effective time of the Merger, each option to purchase KYTHERA common stock (referred to in this proxy statement/prospectus as a KYTHERA Stock Option) granted under any KYTHERA equity plan that is outstanding and unexercised immediately prior to the effective time of the Merger, whether or not then vested or exercisable and other than as described in the next paragraph for certain vested KYTHERA Stock Options, will be assumed by Allergan and will be converted into an option to purchase a number of Allergan ordinary shares (referred to in this proxy statement/prospectus as an Allergan Stock Option) and will remain subject to the same vesting (if unvested) and other terms and conditions as applied to the applicable KYTHERA Stock Option immediately prior to the effective time of the Merger (but taking into account any changes thereto provided for in the applicable KYTHERA equity plan, in any award agreement or in the KYTHERA Stock Option by reason of the Merger Agreement or the Merger, including the Equity Award Amendment (as defined in *The Merger Interests of KYTHERA's Directors and Executive Officers after the Merger Treatment of KYTHERA Stock Options and Other KYTHERA Equity Awards* beginning on page [] of this proxy statement/prospectus)). As of the effective time of the Merger, each such Allergan Stock Option as so assumed and converted will be exercisable for that whole number of Allergan ordinary shares equal to the product (which product will be rounded down to the nearest whole share) of (i) the number of shares of KYTHERA common stock subject to such KYTHERA Stock Option immediately prior to the effective time of the Merger multiplied by (ii) the quotient determined by dividing \$75.00 by the Allergan VWAP, and rounding the result to the nearest 1/10,000 of an Allergan ordinary share (such quotient referred to in this proxy statement/prospectus as the Stock Award Exchange Ratio), at an exercise price per Allergan ordinary share equal to the quotient (which quotient will be rounded down to the nearest whole cent) obtained by dividing (x) the exercise price per share of KYTHERA common stock of such KYTHERA Stock Option by (y) the Stock Award Exchange Ratio.

At the effective time of the Merger, each vested outstanding KYTHERA Stock Option held by a KYTHERA non-employee director or any employee of KYTHERA who does not continue to be employed by the Surviving Corporation or any other affiliate of Allergan following the effective time of the Merger (such non-continuing employees of KYTHERA referred to in this proxy statement/prospectus as the Non-Continuing Employees) will be cancelled and converted into the right to receive an amount in cash, without interest, equal to the product determined by multiplying the number of shares of KYTHERA common stock subject to such KYTHERA Stock Option immediately prior to the effective time of the Merger by the excess, if any, of \$75.00 minus the per share exercise price of such KYTHERA Stock Option, subject to applicable withholding taxes.

Restricted Share Awards: As of the effective time of the Merger, each outstanding KYTHERA restricted stock award (referred to in this proxy statement/prospectus as a KYTHERA Restricted Share Award) granted under any KYTHERA equity plan that is not then vested will be assumed by Allergan and will be converted into an award of restricted Allergan ordinary shares (referred to in this proxy statement/prospectus as Allergan Restricted Share Awards), and each Allergan Restricted Share Award will remain subject to the same terms and conditions as applied to the applicable KYTHERA Restricted Share Award immediately prior to the effective time of the Merger (but taking into account any changes thereto provided for in the applicable KYTHERA equity plan, in any award agreement or in the KYTHERA Restricted Share Award by reason of the Merger Agreement or the Merger, including the Equity Award Amendment). As of the effective time of the Merger, the number of Allergan ordinary shares underlying each Allergan Restricted Share Award will be equal to the product (which will be rounded up to the nearest whole share) of the number of shares of KYTHERA common stock subject to the applicable KYTHERA Restricted Share Award multiplied by the Stock Award Exchange Ratio.

Restricted Stock Unit Awards: As of the effective time of the Merger, each outstanding KYTHERA restricted stock unit award (referred to in this proxy statement/prospectus as a KYTHERA RSU Award and collectively with KYTHERA Stock Options and KYTHERA Restricted Share Awards, as KYTHERA Equity Awards) issued under

any KYTHERA equity plan that is not then vested will be assumed by Allergan and will be converted into a restricted stock unit award for Allergan ordinary shares (each referred to in this proxy statement/prospectus as an Allergan RSU Award), and each Allergan RSU Award will remain subject to the same terms

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and conditions as applied to the applicable KYTHERA RSU Award immediately prior to the effective time of the Merger (but taking into account any changes thereto provided for in the applicable KYTHERA equity plan, in any award agreement or in the KYTHERA RSU Award by reason of the Merger Agreement or the Merger, including the Equity Award Amendment). As of the effective time of the Merger, the number of Allergan ordinary shares underlying each Allergan RSU Award will be equal to the product (which will be rounded up to the nearest whole share) of the number of shares of KYTHERA common stock underlying the applicable KYTHERA RSU Award multiplied by the Stock Award Exchange Ratio. Further, Allergan will have the ability to adjust any dividend equivalent rights associated with the Allergan RSU Awards, to reflect dividends on Allergan ordinary shares giving effect to the changes and adjustments contemplated to the corresponding KYTHERA RSU Awards by reason of the Merger Agreement or the Merger.

See the section entitled *The Merger Agreement Treatment of KYTHERA Stock Options and Other KYTHERA Equity Awards* beginning on page [] of this proxy statement/prospectus.

Q: WHEN WILL THE MERGER BE CONSUMMATED?

A: The parties currently expect that the Merger will be consummated during the third quarter of 2015. Neither Allergan nor KYTHERA can predict, however, the actual date on which the Merger will be consummated, or whether it will be consummated, because the Merger is subject to factors beyond each company's control, including whether or when the required antitrust approvals will be received. See the section entitled *The Merger Agreement Conditions to the Consummation of the Merger* beginning on page [] of this proxy statement/prospectus.

Q: WHO IS ENTITLED TO VOTE?

A: The KYTHERA Board has fixed the close of business on [], 2015 as the record date of the KYTHERA special meeting (referred to in this proxy statement/prospectus as the record date). If you were a KYTHERA stockholder of record as of the close of business on [], 2015, you are entitled to receive notice of and to vote at the KYTHERA special meeting and any adjournments thereof.

Q: WHAT ARE KYTHERA STOCKHOLDERS BEING ASKED TO VOTE ON AND WHY IS THIS APPROVAL NECESSARY?

A: KYTHERA stockholders are being asked to vote on the following proposals:

1. to adopt the Merger Agreement, a copy of which is attached as Annex A to this proxy statement/prospectus (referred to in this proxy statement/prospectus as the Merger Proposal);
2. to approve the adjournment of the KYTHERA special meeting to another date and place if necessary or appropriate to solicit additional votes in favor of the Merger Proposal (referred to in this proxy statement/prospectus as the Adjournment Proposal); and

3. to approve, on a non-binding, advisory basis, the compensation to be paid to KYTHERA's named executive officers that is based on or otherwise relates to the Merger, discussed under the section entitled *The Merger Interests of KYTHERA's Directors and Executive Officers in the Merger Quantification of Payments and Benefits to KYTHERA's Named Executive Officers* beginning on page [] of this proxy statement/prospectus (referred to in this proxy statement/prospectus as the Merger-Related Named Executive Officer Compensation Proposal).

KYTHERA stockholder approval of the Merger Proposal is required for consummation of the Merger.

KYTHERA stockholder approval of the Adjournment Proposal and the Merger-Related Named Executive Officer Compensation Proposal is not required for consummation of the Merger. No other matters are intended to be brought before the KYTHERA special meeting.

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The Merger Agreement provides that KYTHERA may not postpone or adjourn the KYTHERA special meeting to a date that is more than 30 days after the date on which the KYTHERA special meeting was originally scheduled.

Q: WHAT VOTE IS REQUIRED TO APPROVE EACH PROPOSAL AT THE KYTHERA SPECIAL MEETING?

A: *The Merger Proposal:* The affirmative vote of a majority of the outstanding shares of KYTHERA common stock held by stockholders of record as of [], 2015 is required to approve the Merger Proposal. If you are a KYTHERA stockholder and you abstain from voting or fail to vote, or fail to instruct your broker, bank or other nominee how to vote on the Merger Proposal, it will have the same effect as a vote cast against the Merger Proposal.

The Adjournment Proposal: Assuming a quorum is present, the affirmative vote of at least a majority of the votes cast with respect to shares of KYTHERA common stock at the KYTHERA special meeting is required to approve the Adjournment Proposal. For the Adjournment Proposal, if a KYTHERA stockholder is present in person or by proxy at the KYTHERA special meeting and chooses to abstain from voting with respect to the Adjournment Proposal, it will have no effect on the outcome of the Adjournment Proposal (except that the fact that such stockholder is present in person or by proxy at the KYTHERA special meeting will be counted in determining whether a quorum is present). If a KYTHERA stockholder fails to vote and is not present in person or by proxy at the KYTHERA special meeting, it will have no effect on the vote count for the Adjournment Proposal (except that the fact that such stockholder is not present in person or by proxy at the KYTHERA special meeting will be counted in determining whether a quorum is present).

The Merger-Related Named Executive Officer Compensation Proposal: Assuming a quorum is present, the affirmative vote of a majority of the votes cast with respect to shares of KYTHERA common stock at the KYTHERA special meeting is required to approve the Merger-Related Named Executive Officer Compensation Proposal. The KYTHERA stockholders' vote regarding the Merger-Related Named Executive Officer Compensation Proposal is an advisory vote, and therefore is not binding on KYTHERA or the KYTHERA Board or the compensation committee of KYTHERA. Since compensation and benefits to be paid or provided in connection with the Merger are based on contractual arrangements with the named executive officers, the outcome of this advisory vote will not affect the obligation to make these payments and these payments may still be made even if the KYTHERA stockholders do not approve, by advisory (non-binding) vote, the Merger-Related Named Executive Officer Compensation Proposal. For the Merger-Related Named Executive Officer Compensation Proposal, if a KYTHERA stockholder is present in person or by proxy at the KYTHERA special meeting and chooses to abstain from voting with respect to the Merger-Related Named Executive Officer Compensation Proposal, it will have no effect on the outcome of the Merger-Related Named Executive Officer Compensation Proposal (except that the fact that such stockholder is present in person or by proxy at the KYTHERA special meeting will be counted in determining whether a quorum is present). If a KYTHERA stockholder fails to vote and is not present in person or by proxy at the KYTHERA special meeting, it will have no effect on the vote count for the Merger-Related Named Executive Officer Compensation Proposal (except that the fact that such stockholder is not present in person or by proxy at the KYTHERA special meeting will be counted in determining whether a quorum is present).

Q: WHAT IS THE EFFECT OF THE VOTING AGREEMENT?

A: In connection with the Merger, each of KYTHERA's directors and certain of their affiliates (referred to in this proxy statement/prospectus as the Supporting Stockholders) entered into the Voting Agreement with Allergan. Pursuant to the Voting Agreement, each Supporting Stockholder has agreed, among other things, to vote his, her or its

shares of KYTHERA common stock in favor of the Merger Proposal and the Adjournment Proposal. As of the record date, the Supporting Stockholders owned in the aggregate approximately [] shares of KYTHERA common stock (not including any shares of KYTHERA common stock subject to KYTHERA Stock Options), representing approximately []% of the shares of KYTHERA common stock outstanding as of the close of

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business on the record date. The Voting Agreement does not change the number of votes required to approve the Merger Proposal or the Adjournment Proposal. See the section entitled *The Voting Agreement* beginning on page [] of this proxy statement/prospectus.

Q: HOW DOES THE KYTHERA BOARD RECOMMEND KYTHERA STOCKHOLDERS VOTE?

A: The KYTHERA Board has unanimously determined that the Merger Agreement and the transactions contemplated thereby, including the Merger, are advisable, fair to, and in the best interests of KYTHERA and the KYTHERA stockholders, has unanimously approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Merger, on the terms and subject to the conditions set forth therein, and unanimously recommends that KYTHERA stockholders vote their shares of KYTHERA common stock:

1. **FOR** the Merger Proposal;
2. **FOR** the Adjournment Proposal; and
3. **FOR** the Merger-Related Named Executive Officer Compensation Proposal.

Q: ARE THERE ANY RISKS ABOUT THE MERGER OR ALLERGAN S BUSINESS THAT KYTHERA STOCKHOLDERS SHOULD CONSIDER IN DECIDING WHETHER TO VOTE ON THE PROPOSALS?

A: Yes. Before making any decision on whether and how to vote, KYTHERA stockholders are urged to read carefully and in its entirety the section entitled *Risk Factors* section beginning on page [] of this proxy statement/prospectus. KYTHERA stockholders should also read and carefully consider the risk factors of KYTHERA and Allergan and the other risk factors that are incorporated by reference into this proxy statement/prospectus.

Q: DO ANY OF KYTHERA S DIRECTORS OR EXECUTIVE OFFICERS HAVE INTERESTS IN THE MERGER THAT MAY DIFFER FROM THOSE OF KYTHERA STOCKHOLDERS?

A: Yes. KYTHERA s directors and executive officers have interests in the Merger that are different from, or in addition to, the interests of KYTHERA stockholders. See the section entitled *The Merger Interests of KYTHERA s Directors and Executive Officers in the Merger* beginning on page [] of this proxy statement/prospectus. The members of KYTHERA s Board were aware of and considered these interests, among other matters, in evaluating the Merger Agreement and the Merger and in recommending that KYTHERA stockholders vote to adopt the Merger Agreement.

Q: WHAT DO I NEED TO DO NOW?

A: After carefully reading and considering the information contained or incorporated by reference in this proxy statement/prospectus, please submit your proxy or voting instruction card for your shares as soon as possible so that your shares of KYTHERA common stock entitled to vote at the KYTHERA special meeting will be represented.

Please follow the instructions set forth on the proxy card or on the voting instruction card provided by the record holder if your shares are held in street name through your broker, bank or other nominee.

Q: HOW DO I VOTE?

A: If you are a stockholder of record of KYTHERA as of the record date, you may submit your proxy before the KYTHERA special meeting in one of the following ways:

1. visit the website shown on your proxy card to submit your proxy via the Internet;
2. call the toll-free number for telephone proxy submission shown on your proxy card; or
3. complete, sign, date and return the enclosed proxy card in the enclosed postage-paid envelope.

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You may also cast your vote in person at the KYTHERA special meeting.

If your shares are held in street name, through a broker, bank or other nominee, that institution will send you separate instructions describing the procedure for voting your shares. Street name shareholders or stockholders who wish to vote in person at the meeting will need to obtain a proxy form from their broker, bank or other nominee.

Q: HOW MANY VOTES DO I HAVE?

A: You are entitled to one vote for each share of KYTHERA common stock that you owned as of [], the record date. As of the close of business on the record date, [] shares of KYTHERA common stock were outstanding.

Q: WHAT IF I SELL MY SHARES OF KYTHERA COMMON STOCK BEFORE THE KYTHERA SPECIAL MEETING?

A: If you transfer your shares of KYTHERA common stock after the record date but before the KYTHERA special meeting, you will, unless you provide the transferee of your shares with a proxy, retain your right to vote at the KYTHERA special meeting but will have transferred the right to receive the Merger Consideration. In order to receive the Merger Consideration, you must hold your shares through the effective time of the Merger.

Q: SHOULD I SEND IN MY STOCK CERTIFICATES NOW?

A: No. To the extent certain KYTHERA stockholders have certificated shares, such KYTHERA stockholders should keep their existing stock certificates at this time. After the Merger is completed, KYTHERA stockholders will receive a letter of transmittal and written instructions for exchanging their stock certificates for Allergan ordinary shares and the cash portion of the Merger Consideration.

Q: WHEN AND WHERE IS THE KYTHERA SPECIAL MEETING?

A: The KYTHERA special meeting will be held at [], at [] (local time), on [], 2015.

Q: WHAT CONSTITUTES A QUORUM?

A: The holders of a majority in voting power of the issued and outstanding KYTHERA common stock entitled to vote that are present in person or represented by proxy will constitute a quorum for the KYTHERA special meeting. Abstentions are considered present for purposes of determining a quorum. As of the record date, [] shares of KYTHERA common stock were outstanding, thus [] shares present in person or represented by proxy will constitute a quorum for the meeting.

Q: IF MY SHARES ARE HELD IN STREET NAME BY A BROKER, BANK OR OTHER NOMINEE, WILL MY BROKER, BANK OR OTHER NOMINEE VOTE MY SHARES FOR ME?

A: If your shares are held in street name in a stock brokerage account or by a bank or other nominee, you must provide the record holder of your shares with instructions on how to vote your shares. Please follow the voting instructions provided by your broker, bank or other nominee. Please note that you may not vote shares held in street name by returning a proxy card directly to KYTHERA or by voting in person at the KYTHERA special meeting unless you obtain a legal proxy, which you must obtain from your broker, bank or other nominee.

Under the rules of NASDAQ, brokers who hold shares in street name for a beneficial owner of those shares typically have the authority to vote in their discretion on routine proposals when they have not received instructions from beneficial owners. However, brokers are not allowed to exercise their voting discretion with respect to the approval of matters that NASDAQ determines to be non-routine without specific instructions from the beneficial owner. It is expected that all proposals to be voted on at the KYTHERA special meeting will be non-routine matters. Broker non-votes occur when a broker or nominee is not instructed by the beneficial owner of shares how to vote on a particular proposal for which the broker does not have discretionary voting power.

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If you are a KYTHERA stockholder and you do not instruct your broker, bank or other nominee on how to vote your shares:

1. your broker, bank or other nominee may not vote your shares on the Merger Proposal, which broker non-votes will have the same effect as a vote **AGAINST** such proposal;
2. your broker, bank or other nominee may not vote your shares on the Adjournment Proposal, which broker non-votes will have no effect on the vote count for this proposal (and your shares will not count as present at the KYTHERA special meeting for purposes of determining whether a quorum is present); and
3. your broker, bank or other nominee may not vote your shares on the Merger-Related Named Executive Officer Compensation Proposal, which broker non-votes will have no effect on the vote count for this proposal (and your shares will not count as present at the KYTHERA special meeting for purposes of determining whether a quorum is present).

Q: HOW DO I VOTE SHARES HELD OR ACQUIRED THROUGH AN EMPLOYEE PROGRAM?

A: If you are a KYTHERA stockholder of record, the shares listed on your proxy card will include the following shares, if applicable:

shares acquired under the KYTHERA Biopharmaceuticals, Inc. 2004 Stock Plan, as amended;

shares acquired under the KYTHERA Biopharmaceuticals, Inc. 2012 Equity Incentive Award Plan;

shares acquired under the 2014 Employment Commencement Incentive Plan; and

shares acquired under the 2015 Employee Stock Purchase Plan.

Please see the Q&A above entitled *How do I vote?* for further information on how to vote such shares.

If your shares are held through a broker, bank or other nominee, that institution will send you separate instructions describing the procedure for voting your shares.

Q: WHAT IF I DO NOT VOTE?

A: If you are a KYTHERA stockholder and you fail to vote, fail to submit a proxy or fail to return a voting instruction card instructing your broker, bank or other nominee how to vote on the Merger Proposal or you respond with an **abstain** vote on the Merger Proposal, this will have the same effect as a vote cast against the Merger Proposal.

If you are a KYTHERA stockholder and you fail to vote, fail to submit a proxy or fail to return a voting instruction card instructing your broker, bank or other nominee how to vote on the Adjournment Proposal or Merger-Related Named Executive Officer Compensation Proposal, this will have no effect on the outcome of such proposals. If you respond with an abstain vote on the Adjournment Proposal or Merger-Related Named Executive Officer Compensation Proposal, your proxy will have no effect on the outcome of such proposals.

If you are a KYTHERA stockholder and you fail to vote, fail to submit a proxy or fail to return a voting instruction card instructing your broker, bank or other nominee how to vote on any of the proposals, your shares will not count as present at the KYTHERA special meeting for purposes of determining whether a quorum is present. If you vote on any proposal or return a voting instruction card, regardless of how you vote, or provide a proxy, your shares will count as present at the KYTHERA special meeting for purposes of determining whether a quorum is present.

Please note, however, if you sign and return your proxy or voting instruction card without indicating how to vote on any particular proposal (and you do not change your vote after delivering your proxy or voting instruction card), the shares of KYTHERA common stock represented by your proxy will be voted for each KYTHERA proposal in accordance with the recommendation of the KYTHERA Board.

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Please see the Q&A below entitled *May I change my vote after I have delivered my proxy or voting instruction card?* for further information on how to change your vote.

Q: MAY I CHANGE MY VOTE AFTER I HAVE DELIVERED MY PROXY OR VOTING INSTRUCTION CARD?

A: Yes. You may change your vote or revoke a proxy at any time before your proxy is voted at the KYTHERA special meeting. If you are a KYTHERA stockholder of record, you can do this by:

delivering a written notice of revocation to KYTHERA's Corporate Secretary at or before the KYTHERA special meeting at the following address:

KYTHERA Biopharmaceuticals, Inc.

30930 Russell Ranch Road, 3rd floor

Westlake Village, California 91362

Attention: Keith Klein, Corporate Secretary

presenting to KYTHERA's Corporate Secretary, at or before the KYTHERA special meeting at the address above, a later dated proxy executed by the person who executed the prior proxy;

submitting another proxy by telephone or via the Internet (your latest telephone or Internet voting instructions will be followed); or

attending the KYTHERA special meeting and voting in person.

If you are a KYTHERA stockholder whose shares are held in street name by a broker, bank or other nominee, you may revoke your proxy and vote your shares in person at the KYTHERA special meeting only in accordance with applicable rules and procedures as employed by such broker, bank or other nominee. If your shares are held in an account at a broker, bank or other nominee, you should contact your broker, bank or other nominee to change your vote.

If you hold shares indirectly in the KYTHERA benefits plans, you should contact the trustee of your plan, as applicable, to change your vote of the shares allocated to your benefit plan.

Attending the KYTHERA special meeting will not automatically revoke a proxy that was submitted through the Internet or by telephone or mail. **If you wish to change your vote at the KYTHERA special meeting, you must vote by ballot at such meeting to change your vote.**

Q: WHAT SHOULD I DO IF I RECEIVE MORE THAN ONE SET OF VOTING MATERIALS?

A: KYTHERA stockholders may receive more than one set of voting materials, including multiple copies of this proxy statement/prospectus and multiple proxy cards or voting instruction cards. For example, if you hold KYTHERA common stock in more than one brokerage account, you will receive a separate voting instruction card for each brokerage account in which you hold such shares. If you are a holder of record of KYTHERA common stock and your shares are registered in more than one name, you will receive more than one proxy card.

Please complete, sign, date and return each proxy card and voting instruction card that you receive or otherwise follow the voting instructions set forth in this proxy statement/prospectus to ensure that you vote every share of KYTHERA common stock that you own.

Q: WHERE CAN I FIND THE VOTING RESULTS OF THE KYTHERA SPECIAL MEETING?

A: Final voting results for the KYTHERA special meeting are expected to be published in a Current Report on Form 8-K to be filed by KYTHERA with the U.S. Securities and Exchange Commission (referred to this proxy statement/prospectus as the SEC) within four business days after the KYTHERA special meeting. A copy of this Current Report on Form 8-K will be available after filing with the SEC on the KYTHERA website.

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Q: ARE KYTHERA STOCKHOLDERS ENTITLED TO APPRAISAL RIGHTS?

A: Yes. KYTHERA stockholders are entitled to appraisal rights under Section 262 of the General Corporation Law of the State of Delaware (referred to in this proxy statement/prospectus as the DGCL), provided they do not vote in favor of the Merger Proposal and otherwise satisfy the conditions set forth in Section 262 of the DGCL. More information regarding these appraisal rights is provided in this proxy statement/prospectus, and the provisions of Section 262 of the DGCL that grant appraisal rights and govern such procedures are attached as Annex E to this proxy statement/prospectus. You should read these provisions carefully and in their entirety. See the section entitled *Appraisal Rights* beginning on page [] of this proxy statement/prospectus.

Q: WHAT ARE THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE MERGER TO KYTHERA STOCKHOLDERS?

A: For U.S. federal income tax purposes, the exchange of KYTHERA common stock for Allergan ordinary shares and cash pursuant to the Merger will be treated as a taxable transaction. KYTHERA stockholders that are U.S. holders will generally recognize gain or loss equal to the difference, if any, between (i) the sum of (x) the fair market value of the Allergan ordinary shares received by such holder in the Merger, and (y) the amount of cash received by such holder in the Merger, including any cash received in lieu of fractional Allergan ordinary shares, and (ii) the stockholder's tax basis in KYTHERA common stock surrendered. Such gain or loss generally will be long-term capital gain or loss if the U.S. holder's holding period of the KYTHERA common stock surrendered exceeds one year at the effective time of the Merger.

KYTHERA stockholders should consult their tax advisors as to the particular tax consequences to them of the Merger, including the effect of U.S. federal, state and local tax laws and foreign tax laws. For a more detailed discussion of the material U.S. federal income tax consequences of the Merger, see the section entitled *Certain Tax Consequences of the Merger - U.S. Federal Income Tax Considerations* beginning on page [] of this proxy statement/prospectus.

Q: WHAT HAPPENS IF THE MERGER IS NOT COMPLETED?

A: If the Merger is not completed, KYTHERA stockholders will not receive any consideration for their shares of KYTHERA common stock. Instead, KYTHERA will remain an independent public company and its common stock will continue to be listed and traded on NASDAQ. The Merger Agreement contains certain customary termination rights for both KYTHERA and Allergan, including in the event that the Merger is not consummated by March 17, 2016 (referred to in this proxy statement/prospectus as the Outside Date). The Merger Agreement further provides that, upon termination of the Merger Agreement to accept a competing acquisition proposal and in certain other specified circumstances, KYTHERA may be required to pay Allergan a termination fee of \$69.75 million in cash, as described under the section entitled *The Merger Agreement - Termination of the Merger Agreement; Termination Fee* beginning on page [] of this proxy statement/prospectus.

Q: WHOM SHOULD I CONTACT IF I HAVE ANY QUESTIONS ABOUT THE PROXY MATERIALS OR VOTING?

A: If you have any questions about the proxy materials or if you need assistance submitting your proxy or voting your shares or need additional copies of this proxy statement/prospectus or the enclosed proxy card, you should contact MacKenzie Partners Inc., the proxy solicitation agent for KYTHERA, by mail at 105 Madison Avenue, New York, NY 10016, or by telephone toll-free at (800) 322-2885 or collect at (212) 929-5500.

Q: WHERE CAN I FIND MORE INFORMATION ABOUT ALLERGAN AND KYTHERA?

A: You can find more information about Allergan and KYTHERA from the various sources described under the section entitled *Where You Can Find More Information* beginning on page [] of this proxy statement/prospectus.

Table of Contents**SUMMARY**

This summary highlights selected information included in this proxy statement/prospectus. You should read carefully this entire proxy statement/prospectus and its Annexes and the other documents referred to in this proxy statement/prospectus, because the information in this section may not provide all of the information that might be important to you in determining how to vote. Additional important information about Allergan and KYTHERA is also contained in the Annexes to, and the documents incorporated by reference into, this proxy statement/prospectus. For a description of, and instructions as to how to obtain, this information, see the section entitled "Where You Can Find More Information" on page [] of this proxy statement/prospectus. Each item in this summary includes a page reference directing you to a more complete description of that item.

The Merger (page [])

The terms and conditions of the Merger are contained in the Merger Agreement which is attached to this proxy statement/prospectus as Annex A. You should read the Merger Agreement carefully, as it is the legal document that governs the Merger.

Pursuant to the Merger Agreement, Merger Sub will merge with and into KYTHERA, with KYTHERA continuing as the Surviving Corporation. Following the Merger, KYTHERA will be an indirect wholly owned subsidiary of Allergan and the KYTHERA common stock will be delisted from NASDAQ, deregistered under the Exchange Act and cease to be publicly traded.

Consideration to KYTHERA Stockholders (page [])

As a result of the Merger, each issued and outstanding share of KYTHERA common stock, other than excluded shares and dissenting shares, will be converted into the right to receive the Merger Consideration, which consists of \$60.00 in cash, without interest, and that number of validly issued, fully paid and nonassessable Allergan ordinary shares equal to the quotient determined by dividing \$15.00 by the Allergan VWAP.

No holder of KYTHERA common stock will be issued fractional Allergan ordinary shares in the Merger. Each holder of KYTHERA common stock cancelled pursuant to the Merger who would otherwise have been entitled to receive a fraction of an Allergan ordinary share will receive, in lieu thereof, cash, without interest, in an amount equal to such fractional part of an Allergan ordinary share (rounded to the nearest one thousandth when expressed in decimal form) multiplied by the Allergan VWAP.

Treatment of KYTHERA Stock Options and Other KYTHERA Equity Awards (page [])

Stock Options: As of the effective time of the Merger, each KYTHERA Stock Option granted under any KYTHERA equity plan that is outstanding and unexercised immediately prior to the effective time of the Merger, whether or not then vested or exercisable and other than those vested KYTHERA Stock Options held by non-employee directors or Non-Continuing Employees, will be assumed by Allergan and will be converted into an Allergan Stock Option and will remain subject to the same vesting (if unvested) and other terms and conditions as applied to the applicable KYTHERA Stock Option immediately prior to the effective time of the Merger (but taking into account any changes thereto provided for in the applicable KYTHERA equity plan, in any award agreement or in the KYTHERA Stock Option by reason of the Merger Agreement or the Merger, including the Equity Award Amendment). As of the effective time of the Merger, each such Allergan Stock Option as so assumed and converted will be exercisable for that whole number of Allergan ordinary shares equal to the product (which product will be rounded down to the nearest whole share) of (i) the number of shares of KYTHERA common stock subject to such KYTHERA Stock

Option immediately prior to the effective time of the Merger multiplied by (ii) the Stock Award Exchange Ratio, at an exercise price per Allergan ordinary share equal to the quotient (which quotient will be rounded down to the nearest whole cent) obtained by dividing (x) the exercise price per share of KYTHERA common stock of such KYTHERA Stock Option by (y) the Stock

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Award Exchange Ratio. At the effective time of the Merger, each vested outstanding KYTHERA Stock Option held by a KYTHERA non-employee director or any Non-Continuing Employee will be cancelled and converted into the right to receive an amount in cash, without interest, equal to the product determined by multiplying the number of shares of KYTHERA common stock subject to such KYTHERA Stock Option immediately prior to the effective time of the Merger by the excess, if any, of \$75.00 minus the per share exercise price of such KYTHERA Stock Option, subject to applicable withholding taxes.

Restricted Share Awards: As of the effective time of the Merger, each outstanding KYTHERA Restricted Share Award granted under any KYTHERA equity plan that is not then vested will be assumed by Allergan and will be converted into an Allergan Restricted Share Award, and each Allergan Restricted Share Award will remain subject to the same terms and conditions as applied to the applicable KYTHERA Restricted Share Award immediately prior to the effective time of the Merger (but taking into account any changes thereto provided for in the applicable KYTHERA equity plan, in any award agreement or in the KYTHERA Restricted Share Award by reason of the Merger Agreement or the Merger, including the Equity Award Amendment). As of the effective time of the Merger, the number of Allergan ordinary shares underlying each Allergan Restricted Share Award will be equal to the product (which will be rounded up to the nearest whole share) of the number of shares of KYTHERA common stock subject to the applicable KYTHERA Restricted Share Award multiplied by the Stock Award Exchange Ratio.

Restricted Stock Unit Awards: As of the effective time of the Merger, each outstanding KYTHERA RSU Award issued under any KYTHERA equity plan that is not then vested will be assumed by Allergan and will be converted into an Allergan RSU Award, and each Allergan RSU Award will remain subject to the same terms and conditions as applied to the applicable KYTHERA RSU Award immediately prior to the effective time of the Merger (but taking into account any changes thereto provided for in the applicable KYTHERA equity plan, in any award agreement or in the KYTHERA RSU Award by reason of the Merger Agreement or the Merger, including the Equity Award Amendment). As of the effective time of the Merger, the number of Allergan ordinary shares underlying each Allergan RSU Award will be equal to the product (which will be rounded up to the nearest whole share) of the number of shares of KYTHERA common stock underlying the applicable KYTHERA RSU Award multiplied by the Stock Award Exchange Ratio. Further, Allergan will have the ability to adjust any dividend equivalent rights associated with the Allergan RSU Awards, to reflect dividends on Allergan ordinary shares giving effect to the changes and adjustments contemplated to the corresponding KYTHERA RSU Awards by reason of the Merger Agreement or the Merger.

For a more complete description of the treatment of KYTHERA Stock Options and other KYTHERA equity awards, see the section entitled *The Merger Agreement Treatment of KYTHERA Stock Options and Other KYTHERA Equity Awards* beginning on page [] of this proxy statement/prospectus.

Comparative Per Share Market Price Information (page [])

Allergan ordinary shares are listed on the New York Stock Exchange (referred to in this proxy statement/prospectus as the NYSE) under the symbol AGN. KYTHERA common stock is listed on NASDAQ under the symbol KYTH. The following table shows the closing prices of Allergan ordinary shares and KYTHERA common stock as reported on the NYSE and NASDAQ, respectively, on June 16, 2015, the last full trading day before the public announcement of the signing of the Merger Agreement, and on [], 2015, the last practicable full trading day before the date of this proxy statement/prospectus.

	Allergan Ordinary Shares	KYTHERA Common Stock
June 16, 2015	\$ 298.02	\$ 60.72
[], 2015	\$ []	\$ []

Table of Contents**Recommendation of the KYTHERA Board and KYTHERA's Reasons for the Merger (page [])**

The KYTHERA Board recommends that you vote **FOR** the Merger Proposal, **FOR** the Adjournment Proposal and **FOR** the Merger-Related Named Executive Officer Compensation Proposal.

In reaching its decision, the KYTHERA Board considered a number of factors as generally supporting its decision to enter the Merger Agreement, including, among others, the fact that the Merger Consideration is comprised of a fixed \$75.00 in value and would be payable in a mix of 80% cash and 20% stock which represents a premium of approximately 42.3% over the \$52.71 average price per share of KYTHERA common stock for the 30-day period ended June 16, 2015, a premium of approximately 50.7% over the \$49.78 average price per share of KYTHERA common stock for the 60-day period ended June 16, 2015, a premium of approximately 57.2% over the \$47.72 average price per share of KYTHERA common stock for the 90-day period ended June 16, 2015, a premium of approximately 49.7% over the \$50.09 closing price per share of KYTHERA common stock on June 1, 2015, one day prior to the filing on Form 8-K of KYTHERA that announced the KYTHERA Board's approval of severance and change of control benefits to certain KYTHERA executives, a premium of approximately 33.9% over the \$56.00 highest closing price of shares of KYTHERA common stock during the 52-week period ended June 1, 2015, a premium of approximately 25.5% over the \$59.75 closing price per share of KYTHERA common stock on June 15, 2015, a premium of approximately 23.5% over the \$60.72 closing price per share of KYTHERA common stock on June 16, 2015, the last trading day before the announcement of the execution of the Merger Agreement, a premium of approximately 57.8% over the \$47.52 average of the closing prices of shares of KYTHERA common stock over the 30-day period ended June 1, 2015, and a premium of approximately 54.6% over the \$48.52 volume weighted average price of shares of KYTHERA common stock between March 5, 2015 and June 1, 2015; the ability of the KYTHERA stockholders to participate in the future growth or earnings of Allergan following the closing of the Merger with respect to the Stock Consideration Portion received in the Merger; the belief that the Merger Consideration represented the highest price Allergan was willing to pay to acquire KYTHERA and that the terms of the Merger Agreement were the most favorable terms to KYTHERA to which Allergan was then willing to agree; the advantages of consummating the Merger in comparison to the risks associated with remaining a stand-alone company; the belief that the Merger is superior to other strategic alternatives that were available to KYTHERA; the likelihood that the Merger will be consummated; the opinion of Goldman, Sachs & Co. (referred to in this proxy statement/prospectus as Goldman Sachs) that the Merger Consideration to be paid to the holders of the outstanding shares of KYTHERA common stock (other than Allergan and its affiliates) pursuant to the Merger Agreement was fair from a financial point of view to those holders; the overall terms of the Merger Agreement; the level of commitment of Allergan to obtain applicable regulatory approvals; and the availability of appraisal rights to KYTHERA stockholders with respect to the Merger.

The KYTHERA Board also considered a variety of risks and other potentially negative factors concerning the Merger, including, among others, the risk that the Merger might not be completed in a timely manner; the effect of a public announcement of the Merger; taxable gains from the Merger Consideration received by KYTHERA's stockholders; the inability of KYTHERA's stockholders to receive the benefit of any increase in the value of Allergan's ordinary shares prior to the closing of the Merger in light of the fact that the stock consideration to be received by KYTHERA stockholders in the Merger is fixed in value; risks related to Allergan's business; certain restrictions imposed by the Merger Agreement on the conduct of KYTHERA's business prior to the consummation of the Merger; the fact that, under certain circumstances, KYTHERA may be required to pay Allergan a termination fee; and the possibility that the interests of the KYTHERA Board and KYTHERA's management may be different from, or in addition to, those of KYTHERA's stockholders.

For a more complete description of KYTHERA's reasons for the Merger and the recommendation of the KYTHERA Board, see the section entitled *The Merger Recommendation of the KYTHERA Board and KYTHERA's Reasons for*

the Merger beginning on page [] of this proxy statement/prospectus.

Table of Contents**Opinion of Financial Advisor to KYTHERA (Page [])**

Goldman Sachs delivered its oral opinion to the KYTHERA Board, which was subsequently confirmed by delivery of a written opinion dated as of June 17, 2015 and based upon and subject to the factors and assumptions set forth therein, that the Merger Consideration to be paid to the holders of the outstanding shares of KYTHERA common stock (other than Allergan and its affiliates) pursuant to the Merger Agreement was fair from a financial point of view to those holders. On July 1, 2015, Goldman Sachs delivered a letter to the KYTHERA Board confirming that, based upon and subject to the factors and assumptions stated therein, had Goldman Sachs issued its opinion on June 17, 2015 on the basis of the transactions contemplated by the Merger Agreement, as amended by Amendment No. 1, the conclusion set forth in its opinion would not have changed. The confirmation letter did not address any circumstances, developments or events occurring after June 17, 2015, other than the execution of Amendment No. 1, and its opinion is provided only as of such date. In connection with delivery of the confirmation letter, the KYTHERA Board advised Goldman Sachs, and with the KYTHERA Board's permission, Goldman Sachs assumed, that the changes to the Merger Agreement pursuant to Amendment No. 1 and the transactions contemplated thereby did not affect the Final Unaudited Prospective Financial Information, as defined under the section entitled *The Merger KYTHERA Unaudited Prospective Financial Information*.

The full text of the written opinion of Goldman Sachs, dated June 17, 2015, which sets forth assumptions made, procedures followed, matters considered, qualifications and limitations on the review undertaken in connection with the opinion, is attached as Annex C. The full text of the confirmation letter of Goldman Sachs, dated July 1, 2015, which sets forth assumptions made, procedures followed, matters considered, qualifications and limitations on the review undertaken in connection with the letter, is attached as Annex D. The summary of the Goldman Sachs opinion provided is qualified in its entirety by reference to the full text of the written opinion. Goldman Sachs provided its opinion and confirmation letter for the information and assistance of the KYTHERA Board in connection with its consideration of the Merger. Neither the Goldman Sachs opinion nor the Goldman Sachs confirmation letter is a recommendation as to how any holder of shares of KYTHERA common stock should vote with respect to the Merger or any other matter.

The KYTHERA Special Meeting (page [])

KYTHERA will convene the KYTHERA special meeting on [] at [] (local time) on [], 2015. At the KYTHERA special meeting, KYTHERA stockholders will be asked to approve the Merger Proposal, the Adjournment Proposal, and the Merger-Related Named Executive Officer Compensation Proposal.

The KYTHERA Board has fixed the close of business on [], 2015 as the record date for determining the holders of shares of KYTHERA common stock entitled to receive notice of and to vote at the KYTHERA special meeting. As of the record date, there were [] shares of KYTHERA common stock outstanding and entitled to vote at the KYTHERA special meeting held by [] holders of record. Each share of KYTHERA common stock entitles the holder to one vote at the KYTHERA special meeting on each proposal to be considered at the KYTHERA special meeting.

The holders of a majority in voting power of the issued and outstanding KYTHERA common stock entitled to vote that are present in person or represented by proxy will constitute a quorum for the meeting. All shares of KYTHERA common stock, whether present in person or represented by proxy, including abstentions, will be treated as present for purposes of determining the presence or absence of a quorum for all matters voted on at the KYTHERA special meeting. As of the record date, [] shares of KYTHERA common stock were outstanding, and, therefore, [] shares present in person or represented by proxy will constitute a quorum for the KYTHERA special meeting. As of the record date, directors and executive officers of KYTHERA and their affiliates owned and were entitled to vote [] shares of KYTHERA common stock, representing approximately []% of the shares of KYTHERA common stock

outstanding on that date.

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The affirmative vote of a majority of the outstanding shares of KYTHERA common stock held by stockholders of record as of [], 2015 is required to approve the Merger Proposal. Abstention and broker non-votes will have the same effect as a vote cast against the Merger Proposal.

Assuming a quorum is present, the affirmative vote of at least a majority of the votes cast with respect to shares of KYTHERA common stock at the KYTHERA special meeting is required to approve the Adjournment Proposal. Abstentions and broker non-votes will have no effect on the outcome of the Adjournment Proposal.

Assuming a quorum is present, the affirmative vote of a majority of the votes cast with respect to shares of KYTHERA common stock at the KYTHERA special meeting is required to approve the Merger-Related Named Executive Officer Compensation Proposal. Abstentions and broker non-votes will have no effect on the outcome of the Merger-Related Named Executive Officer Compensation Proposal.

Interests of KYTHERA's Directors and Executive Officers in the Merger (page [])

In considering the recommendation of the KYTHERA Board that KYTHERA stockholders vote to approve the Merger Proposal, KYTHERA stockholders should be aware that some of KYTHERA's directors and executive officers have interests in the Merger that are different from, or in addition to, the interests of KYTHERA's stockholders generally. Interests of KYTHERA's directors and executive officers may be different from or in addition to the interests of KYTHERA's stockholders for the following reasons, among others:

The Merger Agreement provides, as of the effective time of the Merger, for conversion of all outstanding KYTHERA Stock Options (other than those vested KYTHERA Stock Options held by non-employee directors or Non-Continuing Employees) into corresponding Allergan Stock Options. No non-employee director or executive officer of KYTHERA holds KYTHERA Restricted Share Awards or KYTHERA RSU Awards.

The Merger Agreement provides for the cancellation of all outstanding and vested KYTHERA Stock Options held by non-employee directors or any Non-Continuing Employee at the effective time of the Merger in exchange for the right to receive cash equal to the product of the number of shares subject to such KYTHERA Stock Option multiplied by the excess, if any, of \$75.00 less the applicable exercise price, without interest and subject to withholding taxes.

KYTHERA's non-employee director compensation policy provides for full acceleration of all KYTHERA Stock Options, KYTHERA Restricted Share Awards and KYTHERA RSU Awards held by non-employee directors upon the effective time of the Merger.

The Equity Award Amendment passed by KYTHERA's Board in connection with the execution and delivery of the Merger Agreement provides for accelerated vesting of (i) 50% of the unvested shares subject to KYTHERA Equity Awards assumed in the Merger on the 90th day following the consummation of the Merger and (ii) any remaining unvested shares subject to KYTHERA Equity Awards assumed in the Merger on the first anniversary of the consummation of the Merger.

KYTHERA's executive officers are participants in KYTHERA's Executive Change in Control and Separation Benefits Plan (referred to in this proxy statement/prospectus as the "CiC Plan"), which provides for severance benefits in the event of certain qualifying terminations of employment within the period of time commencing three months prior to the consummation of the Merger and ending 18 months after the Merger.

An amendment passed by KYTHERA's Board in connection with the execution and delivery of the Merger Agreement provides that all employees of KYTHERA, including executive officers, who are participants in KYTHERA's 2015 Annual Incentive Plan (referred to in this proxy statement/prospectus as the "Bonus Plan") may receive a pro-rata cash bonus payment (or full bonus payment if

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such termination occurs after December 31, 2015 but before 2015 bonuses are paid) under the bonus plan in the event a participant in the bonus plan becomes entitled to receive severance under one of KYTHERA's benefit plans.

KYTHERA's Retention Bonus Plan (referred to in this proxy statement/prospectus as the Retention Plan) provides that KYTHERA may award eligible employees cash incentive bonuses from a retention bonus pool of up to \$3 million in the aggregate. KYTHERA has not yet selected any participants in this plan or individual bonus amounts, but executive officers may be awarded retention bonuses under the plan.

KYTHERA's directors and executive officers are entitled to continued indemnification, expense advancement and insurance coverage under the Merger Agreement.

These interests are discussed in more detail in the section entitled *The Merger Interests of KYTHERA's Directors and Executive Officers in the Merger* beginning on page [] of this proxy statement/prospectus. The members of the KYTHERA Board were aware of the different or additional interests described in such section and considered these interests, among other matters, in evaluating and negotiating the Merger Agreement and the Merger, and in recommending to the stockholders of KYTHERA that the Merger Proposal be approved.

Board of Directors and Executive Officers after the Merger (page [])

The directors of KYTHERA and its subsidiaries will resign as of the effective time of the Merger. The composition of Allergan's board of directors and executive officers is not anticipated to change in connection with the completion of the Merger.

Regulatory Approvals Required for the Merger (page [])

Antitrust

Under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (referred to in this proxy statement/prospectus as the HSR Act), and the rules and regulations promulgated thereunder by the U.S. Federal Trade Commission (referred to in this proxy statement/prospectus as the FTC), the Merger cannot be consummated until, among other things, notifications have been given and certain information has been furnished to the FTC and the Antitrust Division of the U.S. Department of Justice (referred to in this proxy statement/prospectus as the Antitrust Division) and the applicable waiting period has expired or been terminated.

On July 6, 2015, each of Allergan and KYTHERA filed a Pre-Merger Notification and Report Form pursuant to the HSR Act with the Antitrust Division and the FTC. The associated 30-day waiting period will therefore expire at 11:59 p.m. (U.S. Eastern Time) on August 5, 2015, unless the waiting period is terminated earlier, restarted following the withdrawal and refile of the notification or extended by the issuance of a request for additional information and documentary materials. While Allergan and KYTHERA believe that clearance under the HSR Act will ultimately be obtained, they cannot be certain when or if it will be obtained, or if the clearance will contain terms, conditions or restrictions that will be detrimental to or adversely affect Allergan, KYTHERA or their respective subsidiaries after the completion of the Merger.

Appraisal Rights (page [])

Under Section 262 of the DGCL, stockholders of a Delaware corporation are entitled to appraisal of their shares if they are required to accept cash (other than cash in lieu of fractional shares) as any portion of the consideration for such shares. A holder of shares of KYTHERA common stock who properly seeks appraisal and otherwise complies with the applicable requirements under Delaware law, will be entitled to receive a cash payment equal to the fair value of his, her or its shares of KYTHERA common stock in connection with the Merger in lieu of the Merger Consideration. Fair value will be determined by the Delaware Court of Chancery (referred to in this

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proxy statement/prospectus as the Court) following an appraisal proceeding. Stockholders seeking to exercise their appraisal rights will not know the appraised fair value at the time such holders must elect whether to seek appraisal.

The ultimate amount such stockholders receive in an appraisal proceeding may be more or less than, or the same as, the value of the Merger Consideration such holders would have received under the Merger Agreement. To seek appraisal, a KYTHERA stockholder must comply strictly with all of the procedures required under Delaware law, including delivering a written demand for appraisal to KYTHERA before the vote is taken on the Merger Agreement at the KYTHERA special meeting, not voting in favor of the Merger Proposal and continuing to hold its shares of common stock through the effective time of the Merger. Failure to comply strictly with all of the procedures required under Delaware law will result in the loss of appraisal rights.

For a further description of the appraisal rights available to KYTHERA stockholders and the procedures required to exercise such appraisal rights, see the section entitled *Appraisal Rights* beginning on page [] of this proxy statement/prospectus and the provisions of Section 262 of the DGCL that grant appraisal rights and govern such procedures, which are attached as Annex E to this proxy statement/prospectus. If a KYTHERA stockholder holds shares of KYTHERA common stock through a bank, brokerage firm or other nominee and the KYTHERA stockholder wishes to exercise appraisal rights, such stockholder should consult with such stockholder's bank, brokerage firm or nominee sufficiently in advance of the KYTHERA special meeting to permit such nominee to exercise appraisal rights on such stockholder's behalf. In view of the complexity of Delaware law, KYTHERA stockholders who may wish to pursue appraisal rights should consult their legal and financial advisors promptly.

No Solicitation; Third-Party Competing Proposals (page [])

Under the terms of the Merger Agreement, KYTHERA has agreed that it will not (and that KYTHERA will cause each of its subsidiaries not to, and its and their directors, officers and employees not to, and will use its reasonable best efforts to cause its and their other representatives not to, directly or indirectly) solicit, initiate or knowingly encourage or facilitate (including by way of furnishing information) any inquiry regarding or the submission of any proposal or offer that constitutes or could reasonably be expected to lead to, a competing proposal (as defined in the section entitled *The Merger Agreement Covenants and Agreements No Solicitation; Third-Party Competing Proposals* beginning on page [] of this proxy statement/prospectus); engage or otherwise participate in any discussions or negotiations regarding, or furnish to any person or entity any information or data with respect to, or knowingly cooperate in any way with any person or entity (whether or not such person or entity is making a competing proposal) with respect to, any competing proposal or any inquiry, proposal or offer that could reasonably be expected to lead to a competing proposal; or take any action to exempt any person or entity (other than Allergan and its subsidiaries) from the restrictions on business combinations or any similar provision contained in any applicable takeover statute or KYTHERA's governing documents.

Nevertheless, KYTHERA and its subsidiaries and its and their respective representatives may, in response to a bona fide, written competing proposal, (i) seek to clarify and understand the terms and conditions of any such competing proposal (or amended proposal) solely to determine whether such proposal constitutes or would reasonably be expected to lead to a superior proposal (as defined in the section entitled *The Merger Agreement Covenants and Agreements No Solicitation; Third-Party Competing Proposals* beginning on page [] of this proxy statement/prospectus) and (ii) inform a person or entity that has made any such competing proposal of the non-solicitation provisions of the Merger Agreement, in each case, so long as KYTHERA, KYTHERA's subsidiaries and such representatives otherwise comply with the non-solicitation provisions of the Merger Agreement, which are summarized in the section entitled *The Merger Agreement Covenants and Agreements No Solicitation; Third-Party Competing Proposals* beginning on page [] of this proxy statement/prospectus in connection therewith.

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If KYTHERA receives, prior to obtaining approval of the Merger Proposal by the KYTHERA stockholders, a bona fide, written competing proposal from any person or entity that did not result from a material breach of the non-solicitation provisions of the Merger Agreement, which are summarized in the section entitled *The Merger Agreement Covenants and Agreements No Solicitation; Third-Party Competing Proposals* beginning on page [] of this proxy statement/prospectus and which the KYTHERA Board determines in good faith (after consultation with its outside legal counsel and a financial advisor of nationally recognized reputation) that such competing proposal constitutes or would reasonably be expected to lead to a superior proposal, then KYTHERA may (i) furnish information with respect to KYTHERA and its subsidiaries to the person or entity that has made such competing proposal, if, prior to so furnishing such information, KYTHERA receives from such person or entity an Acceptable Confidentiality Agreement (as defined in the section entitled *The Merger Agreement Covenants and Agreements No Solicitation; Third-Party Competing Proposals* beginning on page [] of this proxy statement/prospectus); provided that such information has been previously provided, or is substantially concurrently made available to Allergan and (ii) engage in or participate in discussions or negotiations with the person or entity making such competing proposal regarding such competing proposal. However, prior to furnishing any nonpublic information to any person or entity in accordance with the non-solicitation provisions of the Merger Agreement, KYTHERA will provide (x) written notice to Allergan of the identity of such person or entity and KYTHERA's intention to furnish such information to, or participate in negotiations with, the person or entity and (y) a copy of any confidentiality agreement it entered into with any such person or entity within 48 hours of its execution.

KYTHERA may terminate the Merger Agreement if, prior to receipt of the KYTHERA stockholders' approval of the Merger Proposal, the KYTHERA Board authorizes KYTHERA, subject to the KYTHERA Board complying in all material respects with the non-solicitation provisions of the Merger Agreement, which are summarized in the section entitled *The Merger Agreement Covenants and Agreements No Solicitation; Third-Party Competing Proposals* beginning on page [] of this proxy statement/prospectus, to enter into a written definitive acquisition agreement providing for a superior proposal by and between KYTHERA and the person or entity making a superior proposal with respect to such superior proposal, and, concurrently with the termination of the Merger Agreement, KYTHERA enters into such acquisition agreement and pays a termination fee of \$69.75 million in cash to Allergan, as more fully described in *The Merger Agreement Termination of the Merger Agreement; Termination Fee*.

Change of Recommendation (page [])

Prior to the time the approval of the Merger Proposal is obtained from the KYTHERA stockholders, the KYTHERA Board may make a change of recommendation (as defined in *The Merger Agreement Covenants and Agreements No Solicitation; Third-Party Competing Proposals* beginning on page [] of this proxy statement/prospectus) if and only if: following receipt of a bona fide, written competing proposal, that did not result from a material breach of the non-solicitation provisions of the Merger Agreement, which are summarized in the section entitled *The Merger Agreement Covenants and Agreements No Solicitation; Third-Party Competing Proposals* beginning on page [] of this proxy statement/prospectus, the KYTHERA Board has determined in good faith (after consultation with its outside legal counsel and a financial advisor of nationally recognized reputation) that such competing proposal constitutes a superior proposal and, in light of such competing proposal, the failure to take such action would be inconsistent with the fiduciary duties of the members of the KYTHERA Board under applicable law and has first provided Allergan notice of, and an opportunity to respond to, such competing proposal in accordance with the terms of the Merger Agreement; or in response to an intervening event (as defined in the section entitled *The Merger Agreement Covenants and Agreements No Solicitation; Third-Party Competing Proposals* beginning on page [] of this proxy statement/prospectus) and, in each case, if the KYTHERA Board has determined in good faith (after consultation with its outside legal counsel and a financial advisor of nationally recognized reputation) that the failure to take such

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action would be inconsistent with the fiduciary duties of the members of the KYTHERA Board under applicable law and has first provided Allergan notice of, and an opportunity to address, such KYTHERA intervening event in accordance with the terms of the Merger Agreement.

Allergan may terminate the Merger Agreement, and KYTHERA may be required to pay a termination fee of \$69.75 million in cash, if the KYTHERA Board makes a change of recommendation at any time prior to receipt of the KYTHERA stockholders' approval of the Merger Proposal, as more fully described in the section entitled *The Merger Agreement Termination of the Merger Agreement; Termination Fee* beginning on page [] of this proxy statement/prospectus.

Prior to making a change of recommendation in connection with the receipt of a superior proposal, KYTHERA must give Allergan at least four business days' prior written notice (or at least three business days' prior written notice if there is a material amendment to the competing proposal) of its intention to take such action, specifying the material terms and conditions of such superior proposal, and must contemporaneously provide to Allergan a copy of the superior proposal and a copy of any proposed agreements relating to such superior proposal, including copies of any related confidentiality agreement or financing commitments (or, in each case, if not provided in writing to KYTHERA or any of its representatives, a written summary of the material terms thereof). During such four business day period (or subsequent three business day period), KYTHERA must negotiate and cause its representatives to negotiate with Allergan in good faith, to the extent Allergan wishes to negotiate, to enable Allergan to propose revisions to the terms of the Merger Agreement or any other agreement related to the transactions contemplated by the Merger Agreement such that it will cause such competing proposal to no longer constitute a superior proposal. Following the end of such notice period, in order to make a change of recommendation, the KYTHERA Board must consider in good faith any written revisions to the terms of the Merger Agreement proposed by Allergan and have nevertheless determined in good faith (after consultation with its outside legal counsel and a financial advisor of nationally recognized reputation) that such superior proposal continues to be a superior proposal in light of such revisions to the Merger Agreement proposed by Allergan.

Prior to making a change of recommendation in response to an intervening event, KYTHERA must give Allergan at least four business days' prior written notice of its intention to take such action, which notice must specify the reasons for its intention (and which notice, or its public disclosure will not constitute a change of recommendation). During such four business day period, KYTHERA must negotiate and cause its representatives to negotiate in good faith with Allergan during such notice period after giving any such notice, to the extent Allergan wishes to negotiate, to enable Allergan to propose revisions to the terms of the Merger Agreement such that it would not permit the KYTHERA Board to make a change of recommendation. Following the end of such notice period, before making a change of recommendation, the KYTHERA Board must consider in good faith any written revisions to the terms of the Merger Agreement proposed by Allergan and have nevertheless determined in good faith (after consultation with its outside legal counsel and a financial advisor of nationally recognized reputation) that the failure to make a change of recommendation in response to such intervening event would be inconsistent with the fiduciary duties of the members of the KYTHERA Board under applicable law.

Conditions to the Consummation of the Merger (page [])

Under the Merger Agreement, the respective obligations of each party to effect the Merger are subject to the satisfaction or, to the extent permitted by applicable law, waiver at the effective time of the Merger of each of the following conditions:

The Merger Proposal must have been approved by an affirmative vote of the holders of a majority of the outstanding shares of KYTHERA common stock entitled to vote thereon at the KYTHERA special meeting.

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The registration statement on Form S-4 of which this proxy statement/prospectus forms a part must have become effective in accordance with the provisions of the Securities Act of 1933, as amended (referred to in this proxy statement/prospectus as the Securities Act) and no stop order suspending the effectiveness of such registration statement may have been issued by the SEC and remain in effect and no proceeding to that effect will have been commenced or threatened unless subsequently withdrawn.

The absence of (i) any statute, rule, regulation or other law enacted which prohibits or makes illegal the consummation of the Merger, or (ii) any judgment, order, injunction, decree or ruling in effect, enjoining or otherwise prohibiting the consummation of the Merger.

Any applicable waiting period relating to the Merger under the HSR Act must have expired or been terminated, and any pre-closing approvals or clearances reasonably required thereunder must have been obtained.

The Allergan ordinary shares to be issued in the Merger must have been approved for listing on the NYSE, subject to official notice of issuance.

The absence of any pending regulatory or antitrust claim, action, suit or proceeding by any governmental entity that has not been resolved (i) challenging or seeking to restrain or prohibit the consummation of the Merger or (ii) seeking to impose certain restrictions, prohibitions, limitations or requirements on Allergan as more fully described in *The Merger Agreement Conditions to the Consummation of the Merger* beginning on page [] of this proxy statement/prospectus.

Under the Merger Agreement, the respective obligations of Allergan and Merger Sub to consummate the Merger are also subject to the satisfaction or waiver at the effective time of the Merger of the following additional conditions:

The accuracy of KYTHERA's representations and warranties, subject to specified materiality standards.

The performance by KYTHERA of its obligations and covenants under the Merger Agreement in all material respects.

The delivery by KYTHERA of an officer's certificate certifying such accuracy of its representations and warranties and such performance of its obligations and covenants.

The absence of a material adverse effect with respect to KYTHERA.

Under the Merger Agreement, the obligation of KYTHERA to consummate the Merger is also subject to the satisfaction or waiver at the effective time of the Merger of the following additional conditions:

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The accuracy of Allergan's and Merger Sub's representations and warranties, subject to specified materiality standards.

The performance by Allergan and Merger Sub of their obligations and covenants under the Merger Agreement in all material respects.

The delivery by Allergan and Merger Sub of an officer's certificate certifying such accuracy of their representations and warranties and such performance of their obligations and covenants.

The absence of a material adverse effect with respect to Allergan.

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Termination of the Merger Agreement; Termination Fee (page [])

The Merger Agreement may be terminated and the Merger and the other transactions contemplated by the Merger Agreement abandoned at any time prior to the effective time of the Merger, whether before or after the approval of the Merger Proposal by the KYTHERA stockholders is obtained (except as otherwise stated below), by action taken or authorized by the board of directors of the terminating party, as follows:

by the mutual written consent of Allergan and KYTHERA;

by either Allergan or KYTHERA, if:

the effective time of the Merger has not occurred by midnight (U.S. Eastern Time) on the Outside Date; provided that, this right to terminate the Merger Agreement may not be exercised by a party whose breach of any representation, warranty, covenant or agreement in the Merger Agreement is the cause of, or resulted in, the effective time of the Merger not occurring prior to the Outside Date;

a governmental entity of competent jurisdiction has issued a final, non-appealable judgment, order, injunction, decree or ruling in each case permanently restraining, enjoining or otherwise prohibiting the consummation of the Merger;

the approval of the Merger Proposal by the KYTHERA stockholders has not been obtained upon a vote taken at the KYTHERA special meeting or at any adjournment or postponement thereof;

there has been a breach by KYTHERA, on the one hand, or Allergan or Merger Sub, on the other hand, of any representation, warranty, covenant or agreement set forth in the Merger Agreement, which breach would result in the conditions to the other party's obligation to consummate the Merger related to the accuracy of such party's representations and warranties or performance of such party's obligations not being satisfied (and such breach is not curable prior to the Outside Date, or if curable prior to the Outside Date, has not been cured within the earlier of (i) 30 calendar days after the receipt of notice thereof by the breaching party from the non-breaching party and (ii) three business days before the Outside Date). However, the Merger Agreement may not be so terminated by any party if such party is then in material breach of any representation, warranty, covenant or agreement set forth in the Merger Agreement;

by Allergan, if:

at any time prior to receipt of the KYTHERA stockholders' approval of the Merger Proposal, the KYTHERA Board makes a change of recommendation;

KYTHERA has breached in any material respect its obligations under the non-solicitation provisions of the Merger Agreement; or

by KYTHERA, if:

at any time prior to receipt of the KYTHERA stockholders' approval of the Merger Proposal, (i) the KYTHERA Board authorizes KYTHERA, subject to complying in all material respects with the non-solicitation provisions of the Merger Agreement, to enter into a written definitive acquisition agreement providing for a superior proposal to be entered into by and between KYTHERA and the person or entity making a superior proposal with respect to a superior proposal and (ii) concurrently with the termination of the Merger Agreement, subject to complying in all material respects with the non-solicitation provisions of the Merger Agreement, KYTHERA enters into such acquisition agreement with respect to such superior proposal and pays the applicable termination fee to Allergan.

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The Merger Agreement requires KYTHERA to pay Allergan, or Allergan's designated subsidiary, a termination fee of \$69.75 million in cash in the event that:

(i)(a) Allergan or KYTHERA terminates the Merger Agreement due to (1) the failure of the Merger to occur by the Outside Date or (2) the failure to obtain the approval of the Merger Proposal upon a vote taken at the KYTHERA special meeting or at any adjournment or postponement thereof, or (b) Allergan terminates the Merger Agreement because there has been a breach by KYTHERA of any of its representations, warranties, covenants or agreements set forth in the Merger Agreement, which breach would result in certain of the conditions to Allergan's obligation to consummate the Merger not being satisfied (and such breach is not curable prior to the Outside Date, or if curable prior to the Outside Date, has not been cured within the earlier of (1) 30 calendar days after the receipt of notice thereof by KYTHERA from Allergan and (2) three business days before the Outside Date), (ii) after the date of the Merger Agreement and prior to such termination, a competing proposal is publicly disclosed or otherwise publicly communicated to the KYTHERA Board or the KYTHERA stockholders and not publicly and unconditionally withdrawn or abandoned and (iii) within 9 months of such termination, KYTHERA enters into a definitive agreement providing for, or recommends to its stockholders, a competing proposal or a competing proposal is consummated;

KYTHERA terminates the Merger Agreement prior to receipt of the KYTHERA stockholders' approval of the Merger Proposal because (i) the KYTHERA Board authorizes KYTHERA, subject to complying in all material respects with the non-solicitation provisions of the Merger Agreement, to enter into a written definitive acquisition agreement providing for a superior proposal to be entered into by and between KYTHERA and the person or entity making a superior proposal with respect to a superior proposal and (ii) concurrently with the termination of the Merger Agreement, subject to complying in all material respects with the non-solicitation provisions of the Merger Agreement, KYTHERA enters into such acquisition agreement with respect to such superior proposal;

Allergan terminates the Merger Agreement because (i) the KYTHERA Board made a change of recommendation prior to the approval of the Merger Proposal or (ii) KYTHERA materially breaches any of its obligations under the non-solicitation provisions of the Merger Agreement; or

(i) Allergan or KYTHERA terminates the Merger Agreement due to (a) the failure of the Merger to occur by the Outside Date or (b) the failure to obtain the approval of the Merger Proposal upon a vote taken at the KYTHERA special meeting or at any adjournment or postponement thereof, or (ii) Allergan terminates the Merger Agreement because there has been a breach by KYTHERA of any of its representations, warranties, covenants or agreements set forth in the Merger Agreement, which breach would result in certain of the conditions to Allergan's obligation to consummate the Merger not being satisfied (and such breach is not curable prior to the Outside Date, or if curable prior to the Outside Date, has not been cured within the earlier of (1) 30 calendar days after the receipt of notice thereof by KYTHERA from the Allergan and (2) three business days before the Outside Date), in each case, following any time at which Allergan was entitled to terminate the Merger Agreement due to the fact that (x) the KYTHERA Board made a change of recommendation prior to the approval of the Merger Proposal or (y) KYTHERA materially breached any of its obligations under the non-solicitation provisions of the Merger Agreement.

The non-solicitation provisions of the Merger Agreement are summarized in the section entitled *The Merger Agreement Covenants and Agreements No Solicitation; Third-Party Competing Proposals* beginning on page [] of this proxy statement/prospectus

Financing Relating to the Merger (page [])

Allergan expects to use cash on hand and borrowings from third-party financing sources to fund the cash portion of the Merger Consideration.

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For additional information regarding the financing relating to the Merger, see the section entitled *The Merger Financing Relating to the Merger* beginning on page [] of this proxy statement/prospectus.

Litigation Related to the Merger (page [])

Since the announcement of the Merger, four purported class action complaints were filed by alleged stockholders of KYTHERA against various combinations of KYTHERA, the individual directors of KYTHERA, Allergan and Merger Sub. These lawsuits were filed in the Delaware Court of Chancery, captioned Lytle v. KYTHERA Biopharmaceuticals, Inc., et al., C.A. No. 11208-CB (June 26, 2015), Barbour v. KYTHERA Biopharmaceuticals, Inc., et al., C.A. No. 11239-CB (July 2, 2015), Furr v. KYTHERA Biopharmaceuticals, Inc., et al., C.A. No. 11266-CB (July 8, 2015) and Cohodes v. Allergan PLC, et al., C.A. No. 11289-CB (July 14, 2015). The lawsuits generally allege that the members of the KYTHERA Board breached their fiduciary duties in negotiating and approving the Merger Agreement, that the merger consideration undervalues KYTHERA, that KYTHERA's stockholders will not receive adequate or fair value for their KYTHERA common stock in the Merger, and that the terms of the Merger Agreement impose improper deal protection terms that preclude competing offers. The lawsuits further allege that KYTHERA, Allergan and/or Merger Sub aided and abetted the purported breaches of fiduciary duty. The lawsuits seek, among other things, to enjoin the Merger, or in the event that an injunction is not entered and the Merger closes, rescission of the Merger and unspecified money damages, costs and attorneys' and experts' fees. KYTHERA believes these lawsuits are meritless and intends to defend against them vigorously.

The Voting Agreement (page [])

Pursuant to the Voting Agreement, each Supporting Stockholder has agreed, among other things, to vote his, her or its shares of KYTHERA common stock in favor of the Merger Proposal and the Adjournment Proposal. As of the record date, the Supporting Stockholders owned in the aggregate [] shares of KYTHERA common stock (not including any shares of KYTHERA common stock subject to KYTHERA Stock Options), representing approximately []% of the shares of KYTHERA common stock outstanding as of the close of business on the record date. The Voting Agreement will terminate upon the earlier of (i) the effective time of the Merger, (ii) its termination by Allergan, (iii) the termination of the Merger Agreement in accordance with its terms and (iv) with respect to each Supporting Stockholder, the entry into any material modification or amendment to the Merger Agreement, or any waiver of KYTHERA's rights under the Merger Agreement, in each case, that reduces or changes the form of the consideration to be paid in connection with the Merger or creates any additional conditions to the consummation of the Merger, unless such Supporting Stockholder has consented to such modification, amendment or waiver. Notwithstanding the foregoing, each KYTHERA director has entered into the Voting Agreement solely in his or her capacity as a stockholder and not in his or her capacity as an employee, officer or director of KYTHERA. Accordingly, the Voting Agreement does not restrict or limit any of KYTHERA's directors from taking or omitting to take any action in his or her capacity as a director of KYTHERA in order to fulfill his or her fiduciary obligations under applicable law.

Accounting Treatment of the Transaction (page [])

Allergan will account for the acquisition pursuant to the Merger Agreement using the acquisition method of accounting in accordance with U.S. generally accepted accounting principles (referred to in this proxy statement/prospectus as GAAP). Allergan will measure the assets acquired and liabilities assumed at their fair values including net tangible and identifiable intangible assets acquired and liabilities assumed as of the closing of the transactions. Any excess of the purchase price over those fair values will be recorded as goodwill.

Definite lived intangible assets will be amortized over their estimated useful lives. Intangible assets with indefinite useful lives and goodwill will not be amortized but will be tested for impairment annually or when events or

circumstances change that could potentially reduce the fair value.

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Public Trading Markets (page [])

The Allergan ordinary shares to be issued as the stock portion of the Merger Consideration in the Merger must be approved for listing on the NYSE, subject to official notice of issuance. Allergan ordinary shares are listed and traded on the NYSE under the symbol AGN.

Certain Tax Consequences of the Merger U.S. Federal Income Tax Considerations (page [])

For U.S. federal income tax purposes, the exchange of KYTHERA common stock for Allergan ordinary shares and cash in the Merger will be a taxable transaction. A U.S. holder will generally recognize capital gain or loss for U.S. federal income tax purposes equal to the difference, if any, between (i) the sum of (x) the fair market value of the Allergan ordinary shares received by such holder in the Merger, and (y) the amount of cash received by such holder in the Merger, including any cash received in lieu of fractional Allergan ordinary shares, and (ii) the U.S. holder's tax basis in the KYTHERA common stock surrendered.

KYTHERA stockholders should consult their tax advisors as to the particular tax consequences to them of the Merger, including the effect of U.S. federal, state and local tax laws and foreign tax laws. For a more detailed discussion of the material U.S. federal income tax consequences of the Merger, see the section entitled *Certain Tax Consequences of the Merger U.S. Federal Income Tax Considerations* beginning on page [] of this proxy statement/prospectus.

Comparison of the Rights of Holders of Allergan Ordinary Shares and KYTHERA Common Stock (page [])

As a result of the Merger, the holders of KYTHERA common stock will become holders of Allergan ordinary shares and their rights will be governed by Irish law (instead of Delaware law) and by the memorandum and articles of association of Allergan (instead of KYTHERA's certificate of incorporation and bylaws). The memorandum and articles of association of Allergan are incorporated by reference herein. Following the Merger, former KYTHERA stockholders will have different rights as Allergan shareholders than they had as KYTHERA stockholders. Material differences between the rights of stockholders of KYTHERA and the rights of shareholders of Allergan include differences with respect to, among other things, distributions, dividends, share repurchases and redemptions, the election of directors, the removal of directors, the fiduciary and statutory duties of directors, conflicts of interests of directors, the indemnification of directors and officers, limitations on director liability, the convening of annual meetings of shareholders and special shareholder meetings, notice provisions for meetings, the quorum for shareholder meetings, the adjournment of shareholder meetings, the exercise of voting rights, shareholder action by written consent, shareholder suits, shareholder approval of certain transactions, rights of dissenting shareholders, anti-takeover measures and provisions relating to the ability to amend the governing documents. For a summary of the material differences between the rights of Allergan shareholders and KYTHERA stockholders, see the section entitled *Comparison of the Rights of Holders of Allergan Ordinary Shares and KYTHERA Common Stock* beginning on page [] of this proxy statement/prospectus.

Risk Factors (page [])

In deciding how to vote your KYTHERA common stock, you should read carefully this entire proxy statement/prospectus, including the documents incorporated by reference herein and the Annexes hereto, and in particular, you should read the section entitled *Risk Factors* beginning on page [] of this proxy statement/prospectus.

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Information about the Companies (page [])

Allergan

Allergan plc

1 Grand Canal Square, Docklands

Dublin 2, Ireland

Phone: (862) 261-7000

Allergan plc (formerly known as Actavis plc) was incorporated in Ireland as Actavis Limited on May 16, 2013 as a private limited company and re-registered effective September 18, 2013 as a public limited company. On June 15, 2015, the Company changed its name from Actavis plc to Allergan plc, following the acquisition of Allergan, Inc. (referred to in this proxy statement/prospectus as Legacy Allergan) by Actavis plc in March 2015 and the approval of the name change by Actavis plc's shareholders. Allergan is a unique, global pharmaceutical company and a leader in a new industry model Growth Pharma. Allergan is focused on developing, manufacturing and commercializing innovative branded pharmaceuticals, high-quality generic and over-the-counter medicines and biologic products for patients around the world. Allergan markets a portfolio of best-in-class products that provide valuable treatments for the central nervous system, eye care, medical aesthetics, gastroenterology, women's health, urology, cardiovascular and anti-infective therapeutic categories, and operates the world's third-largest global generics business, providing patients around the globe with increased access to affordable, high-quality medicines. Allergan is an industry leader in research and development, with one of the broadest development pipelines in the pharmaceutical industry and a leading position in the submission of generic product applications globally. With commercial operations in approximately 100 countries, Allergan is committed to working with physicians, healthcare providers and patients to deliver innovative and meaningful treatments that help people around the world live longer, healthier lives.

Merger Sub

Keto Merger Sub, Inc.

c/o Allergan plc

Morris Corporate Center III

400 Interpace Parkway

Parsippany, New Jersey 07054

Phone: (862) 261 -7000

Keto Merger Sub, Inc. is a Delaware corporation and an indirect wholly owned subsidiary of Allergan. Merger Sub was incorporated on May 28, 2015 for the sole purpose of effecting the Merger. As of the date of this proxy statement/prospectus, Merger Sub has not conducted any activities other than those incidental to its formation, the execution of the Merger Agreement, the preparation of applicable filings under U.S. securities laws and regulatory filings made in connection with the proposed transaction.

KYTHERA

KYTHERA Biopharmaceuticals, Inc.

30930 Russell Ranch Road, 3rd Floor

Westlake Village, CA 91362

Phone: (818) 587-4500

KYTHERA is a biopharmaceutical company focused on the discovery, development and commercialization of novel prescription products for the aesthetic medicine market. KYTHERA's objective is to develop first-in-class, prescription products using an approach that relies on the scientific rigor of biotechnology to address unmet

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needs in the rapidly-growing market for aesthetic medicine. KYTHERA's initial focus is on the facial aesthetics market, which comprises the majority of the aesthetic medicine market. On April 29, 2015, the U.S. Food and Drug Administration approved KYTHERA's first product ATX-101 (referred to in this proxy statement/prospectus as KYBELL^{AM}), a non-surgical treatment for the reduction of submental fullness, a common yet under-treated aesthetic condition, which commonly presents as an undesirable double chin. KYTHERA was incorporated in Delaware in June 2004 under the name Dermion, Inc. KYTHERA commenced operations in August 2005 and later changed its name to AESTHERx, Inc. In July 2006, it changed its name to KYTHERA Biopharmaceuticals, Inc.

Table of Contents**RISK FACTORS**

*In addition to the other information contained in or incorporated by reference into this proxy statement/prospectus, including the matters addressed under the section entitled **Cautionary Statement Regarding Forward-Looking Statements** beginning on page [] of this proxy statement/prospectus and the matters discussed under the section entitled **Risk Factors** in the Annual Reports on Forms 10-K filed by Allergan and KYTHERA, respectively, for the year ended December 31, 2014, as updated by other reports filed with the SEC, KYTHERA stockholders should carefully consider the following risk factors in deciding whether to vote for the Merger Proposal, the Adjournment Proposal and the Merger-Related Named Executive Officer Compensation Proposal. You should read carefully this entire proxy statement/prospectus and its Annexes and the other documents incorporated by reference into this proxy statement/prospectus. See the section entitled **Where You Can Find More Information** beginning on page [] of this proxy statement/prospectus.*

Risks Related to the Merger

KYTHERA stockholders could under certain circumstances receive stock consideration valued at less than \$15.00 per share of KYTHERA common stock, and the value of the stock consideration (based on the Allergan VWAP) will not be greater than \$15.00 per share of KYTHERA common stock even if the price per share of Allergan ordinary shares increases between execution of the Merger Agreement and completion of the Merger.

Upon the closing of the Merger, each issued and outstanding share of KYTHERA common stock, other than excluded shares and dissenting shares, will be converted into the right to receive, in accordance with the terms of the Merger Agreement, the Merger Consideration, which consists of (i) \$60.00 in cash, without interest and (ii) that number of validly issued, fully paid and nonassessable Allergan ordinary shares equal to the quotient determined by dividing \$15.00 by the Allergan VWAP (rounded to the nearest 1/10,000 of an Allergan ordinary share), with cash to be paid in lieu of fractional shares.

The Allergan VWAP may be different, and may be lower, than the market price of Allergan ordinary shares on the date KYTHERA stockholders receive their Allergan ordinary shares, the date the Merger Agreement was executed, the date of this proxy statement/prospectus or the date of the KYTHERA special meeting. Changes in the market price of Allergan ordinary shares may result from changes in the business, operations or prospects of Allergan, market reactions to the proposed Merger and market assessments of its likelihood of being completed, regulatory considerations or developments, general market or economic conditions or other factors.

While the exact number of Allergan ordinary shares to be received by KYTHERA stockholders as the Stock Consideration Portion of the Merger Consideration may not be known at the time of the KYTHERA special meeting because the Allergan VWAP cannot be determined until the closing of trading on the third to last trading day prior to the Closing Date, the KYTHERA stockholders have certainty that the Stock Consideration Portion will represent Allergan ordinary shares with \$15.00 in value, based on the Allergan VWAP, for each share of KYTHERA common stock, other than excluded shares and dissenting shares, held by each KYTHERA stockholder.

The exchange ratio mechanism effectively provides for the Merger Consideration to have a fixed value. As a result of the exchange ratio mechanism, KYTHERA stockholders have protection against declines in the price per share of Allergan ordinary shares between execution of the Merger Agreement and the beginning of the ten day trading period that determines the Allergan VWAP, because a lower Allergan VWAP will result in a greater fraction of an Allergan ordinary share being issuable as stock consideration. However, the value of the Stock Consideration Portion (based on the Allergan VWAP) will not be greater than \$15.00 per share of KYTHERA common stock even if the price per share of Allergan ordinary shares increases between execution of the Merger Agreement and the closing of the

Merger, because a higher Allergan VWAP will result in a smaller fraction of an Allergan ordinary share being issuable as stock consideration. Moreover, the value of such stock consideration,

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based on the actual trading price per share of Allergan ordinary shares at the time of the closing of the Merger, could be less (or more) than \$15.00 due to potential variances between the Allergan VWAP and the actual trading price per share of Allergan ordinary shares at the closing of the Merger.

No holder of KYTHERA common stock will be issued fractional Allergan ordinary shares in the Merger. Each holder of KYTHERA common stock who would otherwise have been entitled to receive a fraction of an Allergan ordinary share will receive, in lieu thereof, cash, without interest, in an amount equal to such fractional part of an Allergan ordinary share (rounded to the nearest one thousandth when expressed in decimal form) multiplied by the Allergan VWAP.

During the twelve-month period ending on [], 2015, the record date for the KYTHERA special meeting of KYTHERA stockholders, the closing price of Allergan ordinary shares varied from a low of \$[] to a high of \$[], and ended that period at \$[]. KYTHERA encourages you to obtain current market quotations for Allergan ordinary shares and KYTHERA common stock before you vote your shares.

Allergan and KYTHERA must obtain required approvals and governmental and regulatory consents to consummate the Merger, which if delayed or not granted or granted with unacceptable conditions, may prevent (for example, if the approval of KYTHERA stockholders is not obtained), delay or jeopardize the consummation of the Merger, result in additional expenditures of money and resources and/or reduce the anticipated benefits of the Merger.

The Merger is subject to customary closing conditions. These closing conditions include, among others, the receipt of the required approval by the KYTHERA stockholders and the expiration or termination of the applicable waiting period under the HSR Act. Under the HSR Act, and the rules and regulations promulgated thereunder by the FTC, the Merger cannot be consummated until, among other things, notifications have been given and certain information has been furnished to the FTC and the Antitrust Division and the applicable waiting period has expired or been terminated. On July 6, 2015, each of Allergan and KYTHERA filed a Pre-Merger Notification and Report Form pursuant to the HSR Act with the Antitrust Division and the FTC. The associated 30-day waiting period will therefore expire at 11:59 p.m. (U.S. Eastern Time) on August 5, 2015, unless the waiting period is terminated earlier, restarted following the withdrawal and refile of the notification or extended by the issuance of a request for additional information and documentary materials. If the FTC or the Antitrust Division issues a Request for Additional Information and Documentary Material prior to the expiration of the waiting period pursuant to the HSR Act, the parties must observe a second 30 calendar day waiting period, which would begin to run only after both parties have substantially complied with the Request for Additional Information and Documentary Material, unless the waiting period is terminated earlier or extended with the consent of the parties.

The FTC and the U.S. Department of Justice (referred to in this proxy statement/prospectus as the DOJ) have broad discretion in administering the governing regulations. Allergan and KYTHERA can provide no assurance that all required approvals and consents will be obtained. Moreover, as a condition to their approval of the transaction, the FTC and the DOJ may impose requirements, limitations or costs or require divestitures or place restrictions on the conduct of the business of the combined company after the closing of the Merger. Any one of these requirements, limitations, costs, divestitures or restrictions could jeopardize or delay the effective time of the Merger or reduce the anticipated benefits of the Merger. Furthermore, private parties who may be adversely affected by the Merger and individual states may bring legal actions under the antitrust laws in certain circumstances. Although the parties believe that the consummation of the Merger would not violate any antitrust law, there can be no assurance that a challenge to the Merger on antitrust grounds will not be made or, if a challenge is made, what the result will be.

Under the Merger Agreement, Allergan and KYTHERA have agreed to cooperate and consult with each other and use their respective reasonable best efforts to consummate the Merger. Allergan has further agreed to, and cause its subsidiaries to, use their reasonable best efforts to negotiate, effect and agree to any Allergan Remedial

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Action (as defined in *The Merger Agreement Covenants and Agreements Reasonable Best Efforts; Regulatory Filings and Other Actions* beginning on page [] of this proxy statement/prospectus) to the extent reasonably necessary so as to permit and cause the required antitrust clearances condition to consummate the Merger to be satisfied by the Outside Date, subject to certain exceptions as set forth in the Merger Agreement. However, Allergan is not required to sell, divest, license, terminate, hold separate or otherwise dispose of or impose a restriction on (i) any indication of any product that is not the reduction of sub-cutaneous fat and is not otherwise substantially the same as any indication of any approved or in-development product of KYTHERA and its subsidiaries (referred to in this proxy statement/prospectus as an Allergan Non-Overlap Product) or the portion of any product lines that consist of Allergan Non-Overlap Products, (ii) any business, products, product lines, assets, rights or operations of Allergan and its subsidiaries within their medical aesthetics business that would be material to such medical aesthetics business or would include any indication of a product or product line of Allergan or its subsidiaries which generated net revenues in excess of \$100 million in fiscal year 2014, or (iii) KYBELLA . Further, no assurance can be given that the required KYTHERA stockholder approvals will be obtained or that the required closing conditions will be satisfied, and, if all required consents and approvals are obtained and the closing conditions are satisfied, no assurance can be given as to the terms, conditions and timing of the approvals or clearances. If Allergan and KYTHERA agree to any material requirements, limitations, costs, divestitures or restrictions in order to obtain any approvals or clearances required to consummate the Merger, these requirements, limitations, costs, divestitures or restrictions could adversely affect Allergan s ability to integrate KYTHERA s operations with Allergan s operations and/or reduce the anticipated benefits of the Merger. This could result in a failure to consummate the Merger or have a material adverse effect on the business and results of operations of the combined company. For additional information, see the section entitled *The Merger Agreement Covenants and Agreements Reasonable Best Efforts; Regulatory Filings and Other Actions* beginning on page [] of this proxy statement/prospectus.

The Merger Agreement may be terminated in accordance with its terms and the Merger may not be consummated.

The Merger Agreement contains a number of conditions that must be fulfilled to complete the Merger. Those conditions include: the approval of the Merger Proposal by KYTHERA stockholders, receipt of requisite antitrust approvals, absence of orders prohibiting the closing of the Merger, effectiveness of the registration statement of which this proxy statement/prospectus is a part, approval of the Allergan ordinary shares to be issued to KYTHERA stockholders for listing on the NYSE, absence of certain governmental litigation, the continued accuracy of the representations and warranties of both parties subject to specified materiality standards, the performance by both parties of their covenants and agreements and that, since the date of the Merger Agreement, there has been no change, effect, development, circumstance, condition, state of facts, event or occurrence that, individually or in the aggregate, has had or would reasonably be expected to have, a material adverse effect on KYTHERA or Allergan. These conditions to the closing of the Merger may not be fulfilled and, accordingly, the Merger may not be consummated. In addition, if the Merger is not completed by the Outside Date, either Allergan or KYTHERA may choose not to proceed with the Merger. In addition, Allergan or KYTHERA may elect to terminate the Merger Agreement in certain other circumstances, and the parties can mutually decide to terminate the Merger Agreement at any time prior to the closing of the Merger, whether before or after KYTHERA stockholder approval. If the Merger Agreement is terminated under certain circumstances, KYTHERA would be required to pay Allergan a termination fee equal to \$69.75 million. See the section entitled *The Merger Agreement Termination of the Merger Agreement; Termination Fee* beginning on page [] of this proxy statement/prospectus for a fuller description of these circumstances.

The Merger Agreement contains provisions that restrict the ability of KYTHERA to pursue alternatives to the Merger and for the KYTHERA Board to change its recommendation that the KYTHERA stockholders vote for the approval of the Merger Proposal and, in specified circumstances, could require KYTHERA to pay Allergan a termination fee of \$69.75 million.

Under the Merger Agreement, KYTHERA is restricted, subject to certain exceptions, from soliciting, initiating, knowingly encouraging or facilitating, engaging in or otherwise participating in any discussions or negotiations,

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or furnishing information or data with regard to, any competing proposal or any inquiry, proposal or offer that could reasonably be expected to lead to a competing proposal. Under certain circumstances, KYTHERA may terminate the Merger Agreement in order to enter into an agreement with respect to a superior proposal, if the KYTHERA Board (after consultation with KYTHERA's outside legal counsel and a financial advisor of nationally recognized reputation) determines in good faith that such proposal is more favorable to the KYTHERA stockholders from a financial point of view (taking into account any changes to the Merger Agreement proposed by Allergan within four business days of Allergan's receipt of the terms of such proposal, or within three business days of Allergan's receipt of any material amendment to such proposal) than the Merger. If the KYTHERA Board recommends such superior proposal to the KYTHERA stockholders but does not terminate the Merger Agreement, Allergan would be entitled to terminate the Merger Agreement. Under either of these circumstances, KYTHERA would be required to pay Allergan a termination fee equal to \$69.75 million. These provisions could discourage a third party that may have an interest in acquiring all or a significant part of KYTHERA from considering or proposing that acquisition, or might result in a third party proposing to pay a lower price than it might otherwise have proposed to pay because of the added expense of the termination fee that may become payable in certain circumstances. See the section entitled *The Merger Agreement Termination of the Merger Agreement; Termination Fee* beginning on page [] of this proxy statement/prospectus.

Failure to complete the Merger could negatively impact the stock price and the future business and financial results of KYTHERA.

If the Merger is not consummated, the ongoing businesses of KYTHERA may be materially and adversely affected and, without realizing any of the benefits of having completed the Merger, KYTHERA will be subject to a number of risks, including the following:

Matters relating to the Merger (including integration planning) have required and will continue to require substantial commitments of time and resources by KYTHERA management, which could otherwise have been devoted to the commercial launch of KYBELLA, progression of regulatory approvals outside of the U.S., ongoing research and development activities for Setipiprant (KYTH-105) (referred to in this proxy statement/prospectus as KYTH-105), day-to-day operations and other opportunities that may have been beneficial to KYTHERA as an independent company;

KYTHERA will be required to pay certain costs relating to the Merger, including legal, accounting, filing and other fees and mailing, financial printing and other expenses, whether or not the Merger is completed;

The current price of KYTHERA common stock may reflect a market assumption that the Merger will occur, meaning that a failure to complete the Merger could result in a material decline in the price of KYTHERA common stock;

KYTHERA may experience negative reactions from its investors, customers, regulators and employees; and

The Merger Agreement places certain restrictions on the conduct of KYTHERA's business prior to the closing of the Merger. Such restrictions, the non-compliance of which is subject to the consent of Allergan,

may prevent KYTHERA from making certain acquisitions or taking certain other specified actions during the pendency of the Merger (see the section entitled *The Merger Agreement Covenants and Agreements* beginning on page [] of this proxy statement/prospectus for a description of the restrictive covenants applicable to KYTHERA).

In addition to the above risks, KYTHERA may be required to pay to Allergan a termination fee equal to \$69.75 million, which may materially adversely affect KYTHERA's financial results. See the section entitled *The Merger Agreement Termination of the Merger Agreement; Termination Fee* beginning on page [] of this proxy statement/prospectus. If the Merger is not consummated, these risks may materialize and may materially and adversely affect KYTHERA's business, financial results and share price.

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While the Merger is pending, KYTHERA will be subject to business uncertainties that could adversely affect its business.

Uncertainty about the effect of the Merger on employees, customers and suppliers of KYTHERA may have an adverse effect on KYTHERA. These uncertainties may impair KYTHERA's ability to attract, retain and motivate key personnel until the Merger is consummated and for a period of time thereafter, and could cause customers, suppliers and others who deal with KYTHERA to seek to change existing business relationships with KYTHERA. Employee retention may be challenging during the pendency of the Merger, as certain KYTHERA employees may experience uncertainty about their future roles. If key KYTHERA employees depart because of issues related to the uncertainty and difficulty of integration or a desire not to remain with the businesses, the business of KYTHERA could be seriously harmed. In addition, the Merger Agreement restricts KYTHERA from taking specified actions until the Merger occurs without the consent of Allergan. These restrictions may prevent KYTHERA from pursuing attractive business opportunities that may arise prior to the consummation of the Merger. See the section entitled *The Merger Agreement Covenants and Agreements* beginning on page [] of this proxy statement/prospectus for a description of the restrictive covenants applicable to KYTHERA.

KYTHERA directors and officers may have interests in the Merger different from the interests of KYTHERA stockholders.

Certain of the directors and executive officers of KYTHERA negotiated the terms of the Merger Agreement, and the KYTHERA Board approved the Merger Agreement and recommended that the stockholders of KYTHERA vote in favor of the Merger Proposal, the Adjournment Proposal and the Merger-Related Named Executive Officer Compensation Proposal. These directors and executive officers may have interests in the Merger that are different from, or in addition to, those of KYTHERA stockholders generally. These interests include, but are not limited to, the treatment in the Merger of stock options, restricted stock, restricted stock units, bonus awards, change of control employment agreements and other rights held by KYTHERA directors and executive officers, and provisions in the Merger Agreement regarding continued indemnification of and advancement of expenses to KYTHERA directors and officers. KYTHERA stockholders should be aware of these interests when they consider the KYTHERA Board's recommendation that they vote in favor of the Merger Proposal, the Adjournment Proposal and the Merger-Related Named Executive Officer Compensation Proposal. In connection with the Merger, each of KYTHERA's directors and certain of their affiliates entered into the Voting Agreement pursuant to which they have agreed, among other things, to vote his, her or its shares of KYTHERA common stock in favor of the Merger Proposal and the Adjournment Proposal. These directors and affiliates collectively control approximately []% of the voting power of the outstanding shares of KYTHERA common stock entitled to be cast at the KYTHERA special meeting. See the section entitled *The Voting Agreement* beginning on page [] of this proxy statement/prospectus.

The KYTHERA Board was aware of these interests when it approved the Merger Agreement, determined that it was fair to the KYTHERA stockholders and recommended that the KYTHERA stockholders vote to adopt the Merger Agreement. The interests of KYTHERA directors and executive officers are described in more detail in the section entitled *The Merger Interests of KYTHERA's Directors and Executive Officers in the Merger* beginning on page [] of this proxy statement/prospectus.

KYTHERA stockholders will have a reduced ownership and voting interest after the Merger and will exercise less influence over management.

KYTHERA stockholders currently have the right to vote in the election of KYTHERA's Board and on other matters affecting KYTHERA. Upon the closing of the Merger, each KYTHERA stockholder will become a shareholder of Allergan with a percentage ownership of Allergan that is much smaller than the stockholder's prior percentage

ownership of KYTHERA. It is currently expected that, based on the number of Allergan ordinary shares and shares of KYTHERA common stock outstanding as of [], 2015 and certain other assumptions, the former stockholders of KYTHERA as a group will receive shares in the Merger constituting approximately []% of the outstanding Allergan ordinary shares immediately after the Merger. Because of this, KYTHERA stockholders will have less influence on the management and policies of Allergan than they now have on the management and policies of KYTHERA.

Table of Contents***Allergan ordinary shares to be received by KYTHERA stockholders as a result of the Merger will have rights different from the shares of KYTHERA common stock.***

Upon the closing of the Merger, the rights of former KYTHERA stockholders who become Allergan shareholders will be governed by the memorandum of association and articles of association of Allergan and by Irish law. The rights associated with shares of KYTHERA common stock are different from the rights associated with Allergan ordinary shares. Material differences between the rights of stockholders of KYTHERA and the rights of shareholders of Allergan include differences with respect to, among other things, distributions, dividends, share repurchases and redemptions, the election of directors, the removal of directors, the fiduciary and statutory duties of directors, conflicts of interests of directors, the indemnification of directors and officers, limitations on director liability, the convening of annual meetings of shareholders and special shareholder meetings, notice provisions for meetings, the quorum for shareholder meetings, the adjournment of shareholder meetings, the exercise of voting rights, shareholder action by written consent, shareholder suits, shareholder approval of certain transactions, rights of dissenting shareholders, anti-takeover measures and provisions relating to the ability to amend the governing documents. See the section entitled *Comparison of the Rights of Holders of Allergan Ordinary Shares and KYTHERA Common Stock* beginning on page [] of this proxy statement/prospectus for a discussion of the different rights associated with Allergan ordinary shares and KYTHERA common stock.

The opinion of KYTHERA's financial advisor does not reflect changes in circumstances that may occur between the execution of the Merger Agreement and the consummation of the Merger.

The KYTHERA Board has not obtained an updated opinion from its financial advisor as of the date of this proxy statement/prospectus and does not expect to receive an updated, revised or reaffirmed opinion prior to the consummation of the Merger. Changes in the operations and prospects of KYTHERA or Allergan, general market and economic conditions and other factors that may be beyond the control of KYTHERA or Allergan, and on which KYTHERA's financial advisor's opinion was based, may significantly alter the value of KYTHERA or the price of KYTHERA common stock or Allergan ordinary shares by the time the Merger is completed. The opinion does not speak as of the time the Merger will be consummated or as of any date other than the date of such opinion. Because KYTHERA's financial advisor will not be updating its opinion, the opinion will not address the fairness of the Merger Consideration from a financial point of view at the time the Merger is consummated. The KYTHERA Board's recommendation that KYTHERA stockholders vote **FOR** the Merger Proposal is made as of the date of this proxy statement/prospectus. For a description of the opinion that the KYTHERA Board received from its financial advisor, please refer to the section entitled *The Merger Opinion of Financial Advisor to KYTHERA* beginning on page [] of this proxy statement/prospectus.

Legal proceedings in connection with the Merger, the outcomes of which are uncertain, could delay or prevent the consummation of the Merger.

Since the announcement of the Merger Agreement on June 17, 2015, several putative class actions have been filed in the Court of Chancery of the State of Delaware, against various combinations of KYTHERA, the members of the KYTHERA Board, Allergan and Merger Sub challenging the proposed Merger. The actions allege generally that the KYTHERA Board breached its fiduciary duties in negotiating and approving the Merger Agreement, that the Merger Consideration undervalues KYTHERA, that KYTHERA's stockholders will not receive adequate or fair value for their shares of KYTHERA common stock in the Merger, and that the terms of the Merger Agreement impose improper deal protection terms that preclude competing offers. The actions further allege that KYTHERA, Allergan and/or Merger Sub aided and abetted the purported breaches of fiduciary duty. The plaintiffs seek, among other things, to enjoin the Merger and/or to recover damages resulting from the defendants' violations of their fiduciary duties. Such legal proceedings could delay or prevent the consummation of the Merger. See the section entitled *The Merger Litigation*

Related to the Merger beginning on page [] of this proxy statement/prospectus.

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Irish resident or ordinarily resident holders of KYTHERA common stock may be subject to Irish tax on chargeable gains on the cancellation of their shares of KYTHERA common stock.

KYTHERA stockholders that are resident or ordinarily resident in Ireland for Irish tax purposes, or KYTHERA stockholders that hold their shares of KYTHERA common stock in connection with a trade carried on by such persons through an Irish branch or agency, will, subject to the availability of any exemptions and reliefs, generally be subject to Irish tax on chargeable gains (referred to in this proxy statement/prospectus as *Irish CGT*) arising on the cancellation of their shares of KYTHERA common stock pursuant to the Merger. Such stockholders should consult their own tax advisors as to the Irish tax consequences of the Merger.

See the section entitled *Certain Tax Consequences of the Merger Irish Tax Considerations Irish Tax on Chargeable Gains* beginning on page [] of this proxy statement/prospectus for more information.

Allergan ordinary shares received by means of a gift or inheritance could be subject to Irish capital acquisitions tax.

Irish capital acquisitions tax (referred to in this proxy statement/ prospectus as *CAT*) (currently levied at a rate of 33% above certain tax-free thresholds) could apply to a gift or inheritance of Allergan ordinary shares irrespective of the place of residence, ordinary residence, or domicile of the parties. This is because Allergan ordinary shares will be regarded as property situated in Ireland for CAT purposes. The person who receives the gift or inheritance has primary liability for CAT. See the section entitled *Certain Tax Consequences of the Merger Irish Tax Considerations Capital Acquisitions Tax (CAT)* beginning on page [] of this proxy statement/prospectus.

Risks Related to the Business of the Combined Company

The market price for Allergan ordinary shares following the closing of the Merger may be affected by factors different from those that historically have affected or currently affect KYTHERA common stock and Allergan ordinary shares.

Upon the consummation of the Merger, holders of shares of KYTHERA common stock (other than the holders of excluded shares and dissenting shares) will, depending on the number of shares of KYTHERA common stock they hold, become holders of Allergan ordinary shares. Allergan's businesses differ from those of KYTHERA, and accordingly the results of operations of Allergan will be affected by some factors that are different from those currently affecting the results of operations of KYTHERA. The results of operation of the combined company may also be affected by factors different from those currently affecting Allergan. For a discussion of the businesses of Allergan and KYTHERA and of some important factors to consider in connection with those businesses, see the documents incorporated by reference in this proxy statement/prospectus and referred to under the section entitled *Where You Can Find More Information* beginning on page [] of this proxy statement/prospectus.

Allergan may fail to realize all of the anticipated benefits of the Merger or those benefits may take longer to realize than expected. Allergan may also encounter significant difficulties in integrating the two businesses.

The ability of Allergan to realize the anticipated benefits of the Merger will depend, to a large extent, on Allergan's ability to integrate the two businesses. The combination of two independent businesses is a complex, costly and time-consuming process. As a result, Allergan and KYTHERA will be required to devote significant management attention and resources prior to closing to prepare for integrating, and Allergan will be required to devote significant management attention and resources post-closing to integrate the business practices and operations of Allergan and KYTHERA. The integration process may disrupt the businesses and, if implemented ineffectively, would restrict the

realization of the full expected benefits. The failure to meet the challenges involved in integrating the two businesses and to realize the anticipated benefits of the Merger could cause an interruption of, or a loss of momentum in, the activities of the combined company and could adversely affect the results of operations of the combined company.

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In addition, the overall integration of the businesses may result in material unanticipated problems, expenses, liabilities, competitive responses, loss of customer and other business relationships, and diversion of management's attention. The difficulties of combining the operations of the companies include, among others:

the diversion of management's attention to integration matters;

difficulties in achieving anticipated cost savings, synergies, business opportunities and growth prospects from the combination;

difficulties in the integration of operations and systems;

conforming standards, controls, procedures and accounting and other policies, business cultures and compensation structures between the two companies;

difficulties in the assimilation of employees;

challenges in keeping existing customers and obtaining new customers;

potential unknown liabilities, adverse consequences and unforeseen increased expenses associated with the Merger, including possible adverse tax consequences to the Allergan group pursuant to the anti-inversion rules under section 7874 (referred to in this proxy statement/prospectus as "Section 7874") of the Internal Revenue Code of 1986, as amended (referred to in this proxy statement/prospectus as the "Code");

potential changes in tax laws (including under applicable tax treaties) and regulations or to the interpretation of such tax laws or regulations by the governmental authorities; and

challenges in attracting and retaining key personnel.

Many of these factors will be outside of the control of Allergan or KYTHERA and any one of them could result in increased costs, decreases in the amount of expected revenues and diversion of management's time and energy, which could materially impact the business, financial condition and results of operations of the combined company. In addition, even if the operations of the businesses of Allergan and KYTHERA are integrated successfully, the full benefits of the transactions may not be realized, including the synergies, cost savings or sales or growth opportunities that are expected. These benefits may not be achieved within the anticipated time frame, or at all. Further, additional unanticipated costs may be incurred in the integration of the businesses of Allergan and KYTHERA. As a result, it cannot be assured that the combination of Allergan and KYTHERA will result in the realization of the full benefits anticipated from the Merger.

Allergan and KYTHERA will incur direct and indirect costs as a result of the Merger.

Allergan and KYTHERA will incur substantial expenses in connection with and as a result of completing the Merger and, over a period of time following the consummation of the Merger, Allergan further expects to incur substantial expenses in connection with coordinating the businesses, operations, policies and procedures of Allergan and KYTHERA. While Allergan has assumed that a certain level of transaction expenses will be incurred, factors beyond Allergan's control could affect the total amount or the timing of these expenses. Many of the expenses that will be incurred, by their nature, are difficult to estimate accurately.

The Internal Revenue Service may not agree that Allergan is a foreign corporation for U.S. federal tax purposes.

Although Allergan is incorporated in Ireland, the Internal Revenue Service (referred to in this proxy statement/prospectus as the "IRS") may assert that Allergan should be treated as a U.S. corporation for U.S. federal tax purposes pursuant to Section 7874. For U.S. federal tax purposes, a corporation generally is classified as either a U.S. corporation or a foreign corporation by reference to the jurisdiction of its organization or incorporation. Because Allergan is an Irish incorporated entity, it would generally be classified as a foreign corporation under these rules.

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Under Section 7874, a corporation created or organized outside the United States (i.e., a foreign corporation) will nevertheless be treated as a U.S. corporation for U.S. federal tax purposes when (i) the foreign corporation directly or indirectly acquires substantially all of the assets held directly or indirectly by a U.S. corporation (including the indirect acquisition of assets of the U.S. corporation by acquiring all the outstanding shares of the U.S. corporation), (ii) the shareholders of the acquired U.S. corporation hold at least 80% (by either vote or value) of the shares of the foreign acquiring corporation after the acquisition by reason of holding shares in the U.S. acquired corporation (including the receipt of the foreign corporation's shares in exchange for the U.S. corporation's shares), and (iii) the foreign corporation's expanded affiliated group does not have substantial business activities in the foreign corporation's country of organization or incorporation relative to such expanded affiliated group's worldwide activities. For purposes of Section 7874, multiple acquisitions of U.S. corporations by a foreign corporation, if treated as part of a plan or series of related transactions, may be treated as a single acquisition. If multiple acquisitions of U.S. corporations are treated as a single acquisition, all shareholders of the acquired U.S. corporations would be aggregated for purposes of the test set forth above concerning such shareholders holding at least 80% (by either vote or value) of the shares of the foreign acquiring corporation after the acquisitions by reason of holding shares in the acquired U.S. corporations.

Allergan does not believe that its expanded affiliated group has had, or that following the Merger it will have, substantial business activities in Ireland as defined by the applicable Treasury Regulations.

Allergan was incorporated in Ireland as Actavis Limited on May 16, 2013 as a private limited company and re-registered effective September 18, 2013 as a public limited company, Actavis plc (referred to in this proxy statement/prospectus as *Former Actavis PLC*). On October 1, 2013, the *Former Actavis PLC* group acquired all of the capital stock of Actavis, Inc., a Nevada corporation, and Warner Chilcott plc, a company incorporated under the laws of Ireland (referred to in this proxy statement/prospectus as the *Warner Chilcott Transaction*). Subsequently, on July 1, 2014, the *Former Actavis PLC* group acquired all of the common stock of Forest Laboratories, Inc., a company incorporated under the laws of the State of Delaware (referred to in this proxy statement/prospectus as the *Forest Transaction*). Further, on March 17, 2015, the *Former Actavis PLC* group acquired all of the outstanding common stock of Allergan, Inc., a Delaware corporation (referred to in this proxy statement/prospectus as the *Legacy Allergan Transaction*) and, together with the Merger and the *Forest Transaction*, referred to in this proxy statement/prospectus as the *Subsequent Transactions*). Following this acquisition, *Former Actavis PLC* was renamed Allergan plc.

Allergan believes that, in the *Warner Chilcott Transaction*, the Actavis, Inc. shareholders received less than 80% (by both vote and value) of *Former Actavis PLC* shares and consequently that the test under Section 7874 set forth above to treat *Former Actavis PLC* as a foreign corporation was satisfied. However, the law and U.S. Treasury Regulations promulgated under Section 7874 are relatively new, complex and subject to legal uncertainties, and it cannot be assured that the IRS will agree that the ownership requirements to treat *Former Actavis PLC*, and now Allergan, as a foreign corporation were met in the *Warner Chilcott Transaction*.

Moreover, even if such ownership requirements were met in the *Warner Chilcott Transaction* and the *Subsequent Transactions*, the IRS may assert that, even though the *Warner Chilcott Transaction* and each of the *Subsequent Transactions* are separate transactions, they, or a combination of more than one of them, should be integrated as a single acquisition for purposes of Section 7874. The combination of more than one of the *Warner Chilcott Transaction* and any of the *Subsequent Transactions* may result in Allergan being treated as a U.S. corporation for U.S. federal tax purposes under Section 7874.

See the section entitled *Certain Tax Consequences of the Merger - U.S. Federal Income Tax Considerations - U.S. Federal Income Tax Consequences of the Merger - Tax Consequences to Allergan* beginning on page [] of this proxy statement/prospectus for further discussion of the application of Section 7874 to the transactions.

Table of Contents***Changes in law could affect Allergan's status as a foreign corporation for U.S. federal income tax purposes, limit the U.S. tax benefits from Allergan engaging in certain transactions, or impose U.S. withholding tax on certain payments from Allergan's affiliates.***

Allergan believes that, under current law, it should be treated as a foreign corporation for U.S. federal tax purposes. However, changes to Section 7874, or the U.S. Treasury Regulations promulgated thereunder, or to other relevant tax laws (including under applicable tax treaties) could adversely affect Allergan's status or treatment as a foreign corporation for U.S. federal tax purposes, and any such changes could have prospective or retroactive application to Allergan, KYTHERA, their respective stockholders, shareholders and affiliates, and/or the Merger. In addition, recent legislative proposals have aimed to expand the scope of U.S. corporate tax residence, including by potentially causing Allergan to be treated as a U.S. corporation if the management and control of Allergan and its affiliates were determined to be located primarily in the U.S. Moreover, other recent legislative proposals would cause Allergan and its affiliates to be subject to certain intercompany financing limitations, including with respect to their ability to use certain interest expense deductions. Furthermore, under certain circumstances, recent treaty proposals by the U.S. Department of the Treasury, if ultimately adopted by the U.S. and relevant foreign jurisdictions, could reduce the potential tax benefits for Allergan and its affiliates by imposing U.S. withholding taxes on certain payments from Allergan's U.S. affiliates to related and unrelated foreign persons. Thus, the rules under Section 7874 and other relevant provisions and tax laws (including under applicable tax treaties) could change on a prospective or retroactive basis in a manner that could adversely affect Allergan and its affiliates.

Section 7874 likely will limit Allergan's and its U.S. affiliates' ability to utilize certain U.S. tax attributes of KYTHERA and its U.S. affiliates to offset certain U.S. taxable income, if any, generated by certain specified transactions for a period of time following the Merger.

Following the acquisition of a U.S. corporation by a foreign corporation, Section 7874 can limit the ability of the acquired U.S. corporation and its U.S. affiliates to utilize certain U.S. tax attributes such as net operating losses to offset U.S. taxable income resulting from certain transactions. Based on the limited guidance available, Allergan believes that this limitation applies to Allergan and its U.S. affiliates following the Warner Chilcott Transaction and as a result, Allergan currently does not expect that it or its U.S. affiliates (including KYTHERA and its U.S. affiliates after the Merger) will be able to utilize certain U.S. tax attributes of KYTHERA and its U.S. affiliates to offset their U.S. taxable income, if any, resulting from certain specified taxable transactions. See the section entitled *Certain Tax Consequences of the Merger - U.S. Federal Income Tax Considerations - U.S. Federal Income Tax Consequences of the Merger - Tax Consequences to Allergan* beginning on page [] of this proxy statement/prospectus.

Future changes to U.S. and foreign tax laws or to the interpretation of these laws by the governmental authorities could adversely affect Allergan and its subsidiaries.

The U.S. Congress, the Organisation for Economic Co-operation and Development and other government agencies in jurisdictions where Allergan and its affiliates do business have had an extended focus on issues related to the taxation of multinational corporations. One example is in the area of base erosion and profit shifting, where profits are claimed to be earned for tax purposes in low-tax jurisdictions, or payments are made between affiliates from a jurisdiction with high tax rates to a jurisdiction with lower tax rates. Thus, the tax laws in the U.S., Ireland, and other countries in which Allergan and its affiliates do business could change on a prospective or retroactive basis, and any such changes could adversely affect Allergan and its affiliates (including KYTHERA and its affiliates after the Merger). Furthermore, the interpretation and application of domestic or international laws made by Allergan and its affiliates could differ from that of the relevant governmental authority, which could result in administrative or judicial procedures, actions or sanctions, which could be material.

Table of Contents***Transfers of Allergan ordinary shares, other than by means of the transfer of book-entry interests in the Depository Trust Company, may be subject to Irish stamp duty.***

For the majority of transfers of Allergan ordinary shares, there will not be any Irish stamp duty. Transfers of Allergan ordinary shares effected by means of the transfer of book-entry interests in the Depository Trust Company (referred to in this proxy statement/prospectus as DTC) are not subject to Irish stamp duty. However, if you hold your Allergan ordinary shares directly rather than beneficially through DTC, any transfer of your Allergan ordinary shares could be subject to Irish stamp duty (currently at the rate of 1% of the higher of the price paid or the market value of the shares acquired). A shareholder who directly holds Allergan ordinary shares may transfer those shares into his or her own broker account to be held through DTC (or vice versa) without giving rise to Irish stamp duty provided that there is no change in the ultimate beneficial ownership of the shares as a result of the transfer and the transfer is not in contemplation of a sale of the shares by a beneficial owner to a third party.

Payment of Irish stamp duty is generally a legal obligation of the transferee. The potential for stamp duty could adversely affect the price of your shares. See the section entitled *Certain Tax Consequences of the Merger Irish Tax Considerations Stamp Duty* beginning on page [] of this proxy statement/prospectus.

In certain limited circumstances, dividends paid by Allergan may be subject to Irish dividend withholding tax.

In certain limited circumstances, Irish dividend withholding tax (referred to in this proxy statement/prospectus as DWT) (currently at a rate of 20%) may arise in respect of dividends, if any, paid on Allergan ordinary shares. A number of exemptions from DWT exist pursuant to which shareholders resident in the United States and shareholders resident in the countries listed in Annex F attached to this proxy statement/prospectus (referred to in this proxy statement/prospectus as the Relevant Territories) may be entitled to exemptions from DWT.

See the section entitled *Certain Tax Consequences of the Merger Irish Tax Considerations Withholding Tax on Dividends (DWT)* beginning on page [] of this proxy statement/prospectus and, in particular, please note the requirement to complete certain relevant Irish Revenue Commissioners DWT forms (referred to in this proxy statement/prospectus as DWT Forms) in order to qualify for many of the exemptions.

Dividends paid in respect of Allergan ordinary shares that are owned by a U.S. resident and held through DTC will not be subject to DWT provided the address of the beneficial owner of such shares in the records of the broker holding such shares is recorded as being in the United States (and such broker has further transmitted the relevant information to a qualifying intermediary appointed by Allergan). Similarly, dividends paid in respect of Allergan ordinary shares that are held outside of DTC and are owned by a former KYTHERA stockholder who is a resident of the United States will not be subject to DWT if such shareholder satisfies the conditions of one of the exemptions including the requirement to furnish a completed IRS Form 6166 or a valid DWT Form to Allergan's transfer agent to confirm its U.S. residence and claim an exemption. Allergan shareholders resident in other Relevant Territories may also be eligible for exemption from DWT on dividends paid in respect of their Allergan ordinary shares provided they satisfy the conditions of one of the exemptions including the requirement to furnish valid DWT Forms to their brokers (in respect of such shares held through DTC) (and such broker has further transmitted the relevant information to a qualifying intermediary appointed by Allergan) or to Allergan's transfer agent (in respect of such shares held outside of DTC). However, other Allergan shareholders may be subject to DWT, which if you are such a shareholder could adversely affect the price of your shares. See the section entitled *Certain Tax Consequences of the Merger Irish Tax Considerations Withholding Tax on Dividends (DWT)* beginning on page [] of this proxy statement/prospectus for more information on DWT.

Risks Related to Allergan's Business

You should read and consider the risk factors specific to Allergan's business that will also affect the combined company after the Merger. These risks are described in Part I, Item 1A of Allergan's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as supplemented and amended by the risks described in

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Part II, Item 1A of Allergan's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2015, and in other documents that are incorporated by reference into this proxy statement/prospectus. See the section entitled *Where You Can Find More Information* beginning on page [] of this proxy statement/prospectus for the location of information incorporated by reference in this proxy statement/prospectus.

Risks Related to KYTHERA's Business

You should read and consider the risk factors specific to KYTHERA's business that will also affect the combined company after the Merger. These risks are described in Part I, Item 1A of KYTHERA's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as supplemented and amended by the risk factors described in Part II, Item 1A of KYTHERA's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2015, and in other documents that are incorporated by reference into this proxy statement/prospectus. See the section entitled *Where You Can Find More Information* beginning on page [] of this proxy statement/prospectus for the location of information incorporated by reference in this proxy statement/prospectus.

Table of Contents**CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS**

This proxy statement/prospectus contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Statements contained in this communication that refer to Allergan's or KYTHERA's estimated or anticipated future results, including estimated synergies, or other non-historical facts are forward-looking statements that reflect Allergan's or KYTHERA's, as applicable, current perspective of existing trends and information as of the date of this communication. Forward-looking statements generally will be accompanied by words such as anticipate, believe, plan, could, should, estimate, expect, forecast, outlook, guidance, intend, possible, potential, predict, project, or other similar words, phrases or expressions. Such forward-looking statements include, but are not limited to, statements about the benefits of the Merger, including future financial and operating results, Allergan's or KYTHERA's plans, objectives, expectations and intentions and the expected timing of completion of the Merger. It is important to note that Allergan's and KYTHERA's goals and expectations are not predictions of actual performance. Actual results may differ materially from Allergan's and KYTHERA's current expectations depending upon a number of factors affecting Allergan's business, KYTHERA's business and risks associated with acquisition transactions. These factors include, among others, the inherent uncertainty associated with financial projections; the successful closing of the Merger; subsequent integration of the KYTHERA business and the market potential of KYBELLA; the ability to obtain required regulatory approvals for the Merger (including the approval of antitrust authorities necessary to complete the Merger), the timing of obtaining such approvals and the risk that such approvals may result in the imposition of conditions that could adversely affect the combined company or the expected benefits of the Merger; the ability to obtain the requisite KYTHERA stockholder approval; the risk that a condition to closing of the Merger may not be satisfied on a timely basis or at all; the failure of the proposed Merger to close for any other reason; risks relating to the potential dilutive effect of the Allergan ordinary shares to be issued in the Merger; the anticipated size of the markets, market acceptance of and continued demand for Allergan's and KYTHERA's products; the impact of competitive products and pricing; access to available financing (including financing for the Merger or refinancing of debt) on a timely basis and on reasonable terms; the risks of fluctuations in foreign currency exchange rates; the risks and uncertainties normally incident to the pharmaceutical industry, including product liability claims and the availability of product liability insurance on reasonable terms; the difficulty of predicting the timing or outcome of pending or future litigation or government investigations; periodic dependence on a small number of products for a material source of net revenue or income; variability of trade buying patterns; changes in generally accepted accounting principles; risks that the carrying values of assets may be negatively impacted by future events and circumstances; the timing and success of product launches; the difficulty of predicting the timing or outcome of product development efforts and regulatory agency approvals or actions, if any; costs and efforts to defend or enforce intellectual property rights; difficulties or delays in manufacturing; the availability and pricing of third party sourced products and materials; successful compliance with governmental regulations applicable to Allergan's and KYTHERA's facilities, products and/or businesses; changes in the laws and regulations affecting, among other things, pricing and reimbursement of pharmaceutical products; changes in tax laws or interpretations that could increase Allergan's consolidated tax liabilities; the loss of key senior management or scientific staff; and such other risks and uncertainties detailed in Allergan's periodic public filings with the SEC, including but not limited to Allergan's Annual Report on Form 10-K for the year ended December 31, 2014, Allergan's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2015, and in other Allergan documents that are incorporated by reference into this proxy statement/prospectus and from time to time in Allergan's other investor communications, and such other risks and uncertainties detailed in KYTHERA's periodic public filings with the SEC, including but not limited to KYTHERA's annual report on Form 10-K for the year ended December 31, 2014, KYTHERA's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2015 and in other KYTHERA documents that are incorporated by reference into this proxy statement/prospectus and from time to time in KYTHERA's other investor communications. Except as expressly required by law, Allergan and KYTHERA disclaim any intent or obligation to update or revise these forward-looking statements.

Table of Contents**SELECTED HISTORICAL FINANCIAL DATA OF ALLERGAN**

The financial information as of and for the fiscal years ended December 31, 2010 through December 31, 2014 was derived from the audited consolidated financial statements of Allergan and from Allergan's unaudited condensed consolidated financial statements as of and for the three months ended March 31, 2015 and March 31, 2014, which, in the opinion of management, include all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the results for the unaudited interim periods. The information set forth below is only a summary that you should read together with the historical audited consolidated financial statements of Allergan and the related notes, as well as the section entitled *Management's Discussion and Analysis of Financial Condition and Results of Operations* contained in Allergan's Annual Report on Form 10-K for the fiscal year ended December 31, 2014 and Allergan's Quarterly Report on Form 10-Q for the period ended March 31, 2015, that Allergan previously filed with the SEC and that are incorporated by reference into this proxy statement/prospectus. Historical results are not necessarily indicative of any results to be expected in the future. For more information, see the section entitled *Where You Can Find More Information* beginning on page [] of this proxy statement/prospectus.

(In millions, except per share amounts)	Three months ended March 31,		Years Ended December 31,				
	2015 ⁽¹⁾	2014	2014 ⁽⁴⁾	2013 ⁽⁵⁾⁽⁶⁾	2012 ⁽⁶⁾	2011	2010
Operating Highlights:							
Net revenues	\$ 4,234.2	\$ 2,655.1	\$ 13,062.3	\$ 8,677.6	\$ 5,914.9	\$ 4,584.4	\$ 3,566.9
Operating (loss)/income	(321.9)	207.9	(1,267.7)	(423.2)	315.7	523.4	305.4
Net (loss)/income attributable to ordinary shareholders	(535.2)	96.5	(1,630.5)	(750.4)	97.3	260.9	184.4
Basic (loss)/earnings per share	(1.85)	0.56	(7.42)	(5.27)	0.77	2.10	1.51
Diluted (loss)/earnings per share	(1.85)	0.55	(7.42)	(5.27)	0.76	2.06	1.48
Weighted average shares outstanding:							
Basic	289.5	173.8	219.7	142.3	125.8	124.5	122.4
Diluted	289.5	174.9	219.7	142.3	128.4	126.5	124.2

(In millions)	At March 31,		At December 31,				
	2015 ⁽¹⁾	2014	2014 ⁽²⁾⁽³⁾⁽⁴⁾	2013 ⁽⁵⁾⁽⁶⁾	2012 ⁽⁶⁾	2011	2010
Balance Sheet Highlights:							
Current assets	\$ 11,017.2	\$ 4,540.7	\$ 6,881.7	\$ 4,434.7	\$ 3,838.3	\$ 2,569.7	\$ 1,786.7
Working capital, excluding assets and liabilities held for sale	3,235.6	1,448.4	939.8	1,115.4	1,089.0	730.2	978.7
Total assets	139,460.7	22,403.9	52,529.1	22,725.9	14,114.8	6,698.3	5,686.6
Total debt and capital leases	44,324.6	8,720.5	15,543.7	9,052.0	6,433.3	1,033.0	1,016.1
Total equity	71,409.5	9,628.6	28,335.5	9,537.1	3,856.4	3,562.5	3,282.6

- (1) On March 17, 2015, Allergan (formerly known as Actavis plc) completed the Legacy Allergan Transaction. As a result Allergan's financial position was impacted including an increase in intangible assets, goodwill and long-term indebtedness. The results of operations for Legacy Allergan are included for the period from March 17, 2015 through March 31, 2015.
- (2) On November 17, 2014, Allergan completed its acquisition of Durata Therapeutics, Inc. The acquisition increased Allergan's intangible assets as well as long-term indebtedness.
- (3) On July 2, 2014, Allergan completed its acquisition of Furiex Pharmaceuticals, Inc. The acquisition had the impact of increasing Allergan's intangible assets and lowering working capital.
- (4) On July 1, 2014, Allergan completed the Forest Transaction. Forest Laboratories, Inc. was a leading, fully integrated, specialty pharmaceutical company largely focused on the United States market. Forest

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Laboratories, Inc. marketed a portfolio of branded drug products and developed new medicines to treat patients suffering from diseases principally in the following therapeutic areas: central nervous system, cardiovascular, gastrointestinal, respiratory, anti-infective, and cystic fibrosis. Beginning July 1, 2014, the following items were included in Allergan's operating results:

total revenues and related cost of sales for Forest Laboratories, Inc. products;

selling, general and administrative expenses and research and development expenses;

amortization expense for intangible assets acquired;

impairment losses on select assets; and

increased interest expense from the senior secured notes assumed and the indebtedness incurred.

- (5) On October 1, 2013, Allergan completed the Warner Chilcott Transaction. Warner Chilcott plc (referred to in this proxy statement/prospectus as Warner Chilcott) was a leading specialty pharmaceutical company focused on women's healthcare, gastroenterology, urology and dermatology segments of the branded pharmaceuticals market, primarily in North America. Beginning October 1, 2013, the following items were included in Allergan's operating results:

total revenues and related cost of sales for Warner Chilcott products;

selling, general and administrative expenses and research and development expenses;

amortization expense for intangible assets acquired; and

increased interest expense from the senior secured notes assumed and the \$2.0 billion aggregate term loan indebtedness assumed, and subsequently refinanced, in connection with the Warner Chilcott Transaction.

- (6) On October 31, 2012, Allergan completed the acquisition of the entire issued share capital of Actavis, Inc., a Delaware corporation, Actavis Pharma Holding 4 ehf., a company incorporated in Iceland, and Actavis S.à r.l., a company incorporated in Luxembourg (referred to in this proxy statement/prospectus as the Actavis Group). As of December 31, 2012, the estimated number of shares contingently issuable in connection with the Actavis Group earn-out was calculated to be 3.85 million shares. In the year ended December 31, 2013, the decision was made to award the remaining 1.65 million shares. The 1.65 million additional shares are included in the basic weighted average common shares outstanding for the year ended December 31, 2013 beginning on March 28,

2013. Actavis Group was a privately held generic pharmaceutical company specializing in the development, manufacture and sale of generic pharmaceuticals. Allergan's financial statements included in this proxy statement/prospectus do not include the financial results of the Actavis Group for any of the periods presented prior to October 31, 2012.

Table of Contents**SELECTED HISTORICAL FINANCIAL DATA OF KYTHERA**

The financial information as of and for the fiscal years ended December 31, 2010 through December 31, 2014 was derived from the audited consolidated financial statements of KYTHERA and from KYTHERA's unaudited condensed consolidated financial statements for the three months ended March 31, 2015 and March 31, 2014. The information set forth below is only a summary that you should read together with the historical audited consolidated financial statements of KYTHERA and the related notes, as well as the section entitled *Management's Discussion and Analysis of Financial Condition and Results of Operations* contained in KYTHERA's Annual Report on Form 10-K for the fiscal year ended December 31, 2014 and KYTHERA's Quarterly Report on Form 10-Q for the period ended March 31, 2015, that KYTHERA previously filed with the SEC and that are incorporated by reference into this proxy statement/prospectus. Historical results are not necessarily indicative of any results to be expected in the future. For more information, see the section entitled *Where You Can Find More Information* beginning on page [] of this proxy statement/prospectus.

(In millions, except per share amounts)	Three months ended		Years Ended December 31,				
	March 31, 2015	March 31, 2014	2014	2013	2012	2011	2010
Operating Highlights:							
License Income					\$ 19.7	\$ 13.0	\$ 4.5
Loss from Operations	(27.8)	(68.9)	(131.7)	(50.1)	(35.9)	(10.8)	(17.6)
Net loss attributable to KYTHERA	(28.8)	(69.4)	(135.6)	(51.9)	(36.8)	(11.2)	(16.0)
Net loss per share of common stock attributable to KYTHERA stockholders, basic and diluted	(1.24)	(3.18)	(6.04)	(2.71)	(7.47)	(7.98)	(11.64)
Weighted average shares outstanding, basic and diluted	23.2	21.8	22.5	19.2	4.9	1.4	1.4

(In millions)	At March 31,		At December 31,				
	2015	2014	2014	2013	2012	2011	2010
Balance Sheet Highlights:							
Current assets ⁽¹⁾	\$ 212.9	\$ 155.1	\$ 101.2	\$ 173.3	\$ 87.6	\$ 44.3	\$ 39.4
Working capital ⁽¹⁾	193.4	141.4	80.5	155.7	71.4	29.5	3.9
Total assets	215.3	155.6	103.4	173.4	96.2	45.1	45.5
Long-term debt, excluding current portion ⁽²⁾	24.4	26.2	22.7	6.0	2.8	1.6	1.6
Total stockholders' equity (deficit) ⁽³⁾	170.7	115.8	59.4	149.8	68.9	(81.0)	(70.7)

- (1) The increase in cash, cash equivalents and marketable securities, working capital and stockholders equity is due to public offerings for net proceeds of \$134.7 million, \$125.0 million and \$72.5 million during 2015, 2013 and 2012, respectively.
- (2) Includes long-term payable to licensor in 2010 and 2011 and long-term portion of notes payable thereafter.

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COMPARATIVE HISTORICAL AND UNAUDITED PRO FORMA PER SHARE FINANCIAL DATA

The following tables set forth certain historical per share financial information for Allergan ordinary shares and shares of KYTHERA common stock. The unaudited pro forma per share financial data gives effect to the Merger as if it had occurred on March 31, 2015 for book value per share data and as of January 1, 2014 for net earnings (loss) per share data.

The Allergan combined unaudited pro forma book value per ordinary share combines Allergan's March 31, 2015 unaudited consolidated balance sheet with KYTHERA's March 31, 2015 unaudited consolidated balance sheet and reflects pro forma adjustments to include the impact of the Merger.

The fiscal years of Allergan plc, KYTHERA and Legacy Allergan ended on December 31. The fiscal years of Forest Laboratories, Inc. and Aptalis Holdings Inc. (referred to in this proxy statement/prospectus as Aptalis) ended on March 31 and September 30, respectively.

The Allergan combined unaudited pro forma loss per ordinary share for the 12 months ended December 31, 2014 was prepared based on (i) the historical consolidated statement of operations of Allergan for the 12 months ended December 31, 2014, (ii) the historical consolidated statement of operations of KYTHERA for the 12 months ended December 31, 2014, (iii) the historical consolidated statement of operations of Legacy Allergan for the year ended December 31, 2014, (iv) the historical consolidated statement of operations of Forest Laboratories, Inc. for the six months ended June 30, 2014, which was derived by subtracting the consolidated statement of operations for the nine months ended December 31, 2013 and adding the consolidated statement of operations for the fiscal year ended March 31, 2014 from and to the consolidated statement of operations for the three months ended June 30, 2014 and (v) the historical consolidated statement of operations of Aptalis for the one month ended January 31, 2014, and reflects pro forma adjustments to include the impact of the Legacy Allergan Transaction and Forest Transaction, as well as the impact of the Merger.

The Allergan combined unaudited pro forma loss per ordinary share for the three months ended March 31, 2015 was prepared based on (i) the historical consolidated statement of operations of Allergan for the three months ended March 31, 2015, (ii) the historical consolidated statement of operations of KYTHERA for the three months ended March 31, 2015 and (iii) the historical consolidated statement of operations of Legacy Allergan for the period of January 1, 2015 through March 16, 2015 and reflects pro forma adjustments to include the impact of the Legacy Allergan Transaction and the Merger.

The KYTHERA unaudited pro forma equivalent data per ordinary share financial information was calculated by multiplying the Allergan combined unaudited pro forma data per ordinary share amounts by the exchange ratio of 0.0488 per KYTHERA common share.

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The following information should be read in conjunction with the audited financial statements of Allergan plc, Legacy Allergan, Forest Laboratories, Inc., and KYTHERA that are incorporated by reference in this proxy statement/prospectus, and the financial information contained in the sections entitled *Selected Historical Financial Data of Allergan* and *Selected Historical Financial Data of KYTHERA* of this proxy statement/prospectus, beginning on pages [] and [] of this proxy statement/prospectus. The unaudited pro forma information below, which is preliminary in nature, is presented for illustrative purposes only and is not necessarily indicative of the operating results or financial position that would have occurred if the Merger had been completed as of the periods presented, nor is it necessarily indicative of the future operating results or financial position of the combined company. In addition, the unaudited pro forma information does not purport to indicate balance sheet data or results of operations data as of any future date or for any future period.

	For the Year ended December 31, 2014	As of and for the Three Months ended March 31, 2015
Allergan Historical Data per Ordinary Share		
Net loss per share attributable to ordinary shareholders		
Basic	\$ (7.42)	\$ (1.85)
Diluted	(7.42)	(1.85)
Cash dividends declared per ordinary share		
Book value per ordinary share	N/A	\$ 169.45
	For the Year ended December 31, 2014	As of and for the Three Months ended March 31, 2015
(in thousands, except per share data)		
KYTHERA Historical Data per Common Share		
Net loss per share of common stock attributable to KYTHERA stockholders, basic and diluted	\$ (6.04)	\$ (1.24)
Weighted-average number of shares used in computing net loss per share of common stock, basic and diluted	22,466	23,240
Book value per share	N/A	\$ 6.62
	For the Year ended December 31, 2014	As of and for the Three Months ended March 31, 2015
Allergan Combined Unaudited Pro Forma Data per Ordinary Share		
Net loss per share attributable to ordinary shareholders		
Basic	\$ (13.14)	\$ (1.78)
Diluted	(13.14)	(1.78)
Cash dividends declared per ordinary share		
Book value per ordinary share*	N/A	\$ 169.92

* Based on the number of Allergan ordinary shares outstanding as of March 31, 2015 and assuming approximately 1,368,923 Allergan ordinary shares would be issued in the Merger in respect of the aggregate Stock Consideration Portion, which was calculated based on an Allergan ordinary share price of \$306.70, the closing price per Allergan ordinary share on July 6, 2015, and reflects that 20% of the Merger Consideration is comprised of Allergan ordinary shares.

	For the Year ended December 31, 2014	As of and for the Three Months ended March 31, 2015
KYTHERA Unaudited Pro Forma Equivalent Data per Common Share*		
Net loss per share attributable to KYTHERA stockholders		
Basic	\$ (0.64)	\$ (0.09)
Diluted	(0.64)	(0.09)
Cash dividends per share		
Book value per share	N/A	\$ 8.29

* Calculated by multiplying the Allergan combined unaudited pro forma data per ordinary share amounts by an exchange ratio of 0.0488 per KYTHERA common share, which was calculated by dividing the KYTHERA common stock price of \$74.95, the closing price per KYTHERA share of common stock on July 6, 2015, by the Allergan ordinary share price of \$306.70, the closing price per Allergan ordinary share on July 6, 2015, and reflects that 20% of the Merger Consideration is comprised of Allergan ordinary shares.

Table of Contents**COMPARATIVE PER SHARE MARKET PRICE INFORMATION**

The table below sets forth, for the calendar quarters indicated, the high and low sales prices per share, as well as the dividend paid per share, of Allergan ordinary shares, which trade on the NYSE under the symbol AGN, and KYTHERA common stock, which trades on NASDAQ under the symbol KYTH.

	Allergan Ordinary Shares			KYTHERA Common Stock		
	High	Low	Dividend	High	Low	Dividend
2012						
Quarter ended March 31, 2012	\$ 67.50	\$ 55.00	\$ 0.00	\$	\$	\$ 0.00
Quarter ended June 30, 2012	\$ 77.73	\$ 65.70	\$ 0.00	\$	\$	\$ 0.00
Quarter ended September 30, 2012	\$ 86.07	\$ 73.39	\$ 0.00	\$	\$	\$ 0.00
Quarter ended December 31, 2012	\$ 91.47	\$ 81.73	\$ 0.00	\$ 31.93	\$ 16.00	\$ 0.00
2013						
Quarter ended March 31, 2013	\$ 92.37	\$ 82.02	\$ 0.00	\$ 31.49	\$ 22.15	\$ 0.00
Quarter ended June 30, 2013	\$ 133.00	\$ 91.88	\$ 0.00	\$ 27.33	\$ 20.16	\$ 0.00
Quarter ended September 30, 2013	\$ 145.50	\$ 121.12	\$ 0.00	\$ 47.50	\$ 24.21	\$ 0.00
Quarter ended December 31, 2013	\$ 170.51	\$ 136.52	\$ 0.00	\$ 47.85	\$ 36.86	\$ 0.00
2014						
Quarter ended March 31, 2014	\$ 230.77	\$ 166.38	\$ 0.00	\$ 56.36	\$ 36.43	\$ 0.00
Quarter ended June 30, 2014	\$ 226.23	\$ 184.71	\$ 0.00	\$ 40.22	\$ 31.89	\$ 0.00
Quarter ended September 30, 2014	\$ 249.94	\$ 201.91	\$ 0.00	\$ 40.98	\$ 33.10	\$ 0.00
Quarter ended December 31, 2014	\$ 272.75	\$ 208.64	\$ 0.00	\$ 39.78	\$ 31.94	\$ 0.00
2015						
Quarter ended March 31, 2015	\$ 317.72	\$ 259.27	\$ 0.00	\$ 56.00	\$ 35.07	\$ 0.00
Quarter ended June 30, 2015	\$ 315.00	\$ 279.74	\$ 0.00	\$ 76.31	\$ 42.20	\$ 0.00
Quarter (through [], 2015)	\$ []	\$ []	\$ []	\$ []	\$ []	\$ []

On June 16, 2015, the last full trading day before the public announcement of the signing of the Merger Agreement, the closing sale price per Allergan ordinary share on the NYSE was \$298.02 and the closing sale price per share of KYTHERA common stock on NASDAQ was \$60.72. On [], 2015, the latest practicable full trading day before the date of this proxy statement/prospectus, the closing sale price per Allergan ordinary share on the NYSE was \$[] and the closing sale price per share of KYTHERA common stock on NASDAQ was \$[].

The Allergan board of directors has the power to determine the amount and frequency of the payment of dividends on Allergan ordinary shares. Decisions regarding whether to pay dividends and the amount of any dividends are based upon, among other things, compliance with applicable Irish law, compliance with Allergan's articles of association, compliance with agreements governing Allergan's indebtedness, earnings, cash requirements, results of operations, cash flows, financial condition and other factors that the Allergan board of directors considers important. Allergan does not currently pay dividends on Allergan ordinary shares. While Allergan anticipates that if the Merger were not consummated it would continue not to pay dividends on Allergan ordinary shares, there are no assurances that will be the case. Allergan also has outstanding 5,060,000 of its 5.500% mandatory convertible preferred shares, Series A, par value \$0.0001 per share, on which dividends are paid from time to time in accordance with the terms thereof.

The KYTHERA Board has the power to determine the amount and frequency of the payment of dividends. Decisions regarding whether to pay dividends and the amount of any dividends are based upon, among other things, compliance with the DGCL, compliance with agreements governing KYTHERA's indebtedness, earnings, cash requirements, results of operations, cash flows and financial condition and other factors that the KYTHERA Board considers important. KYTHERA does not currently pay dividends. While KYTHERA anticipates that if the Merger were not consummated it would continue not to pay dividends, there are no

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assurances that will be the case. Under the Merger Agreement, until the effective time of the Merger, KYTHERA is not permitted to authorize or pay any dividends on, or make any other distributions in respect of, any of its capital stock.

The above tables show only historical comparisons. KYTHERA stockholders are urged to obtain current market quotations for KYTHERA common stock and Allergan ordinary shares and to review carefully the other information contained in this proxy statement/prospectus or incorporated by reference into this proxy statement/prospectus in considering whether to adopt the Merger Agreement.

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THE KYTHERA SPECIAL MEETING

Date, Time and Place of the KYTHERA Special Meeting

The KYTHERA special meeting of KYTHERA stockholders will be held at [] at [] (local time) on [], 2015. On or about [], 2015, KYTHERA commenced mailing this proxy statement/prospectus and the enclosed form of proxy to its stockholders entitled to vote at the KYTHERA special meeting.

Purpose of the KYTHERA Special Meeting

At the KYTHERA special meeting, KYTHERA stockholders will be asked to:

- (1) adopt the Merger Agreement, a copy of which is attached as Annex A to this proxy statement/prospectus;
- (2) approve the adjournment of the KYTHERA special meeting to another date and place if necessary or appropriate to solicit additional votes in favor of the Merger Proposal; and
- (3) approve, on a non-binding, advisory basis, the compensation to be paid to KYTHERA's named executive officers that is based on or otherwise relates to the Merger, as disclosed pursuant to Item 402(t) of Regulation S-K in the section entitled *The Merger Interests of KYTHERA's Directors and Executive Officers in the Merger Quantification of Payments and Benefits to KYTHERA's Named Executive Officers* beginning on page [] of this proxy statement/prospectus.

Recommendation of the KYTHERA Board

The KYTHERA Board recommends that you vote **FOR** the Merger Proposal, **FOR** the Adjournment Proposal and **FOR** the Merger-Related Named Executive Officer Compensation Proposal. See the section entitled *The Merger Recommendation of the KYTHERA Board and KYTHERA's Reasons for the Merger* beginning on page [] of this proxy statement/prospectus.

Completion of the Merger is conditioned upon approval of the Merger Proposal, but is not conditioned on the approval of the Adjournment Proposal or the Merger-Related Named Executive Officer Compensation Proposal.

Record Date and Quorum

Record Date

The KYTHERA Board has fixed the close of business on [], 2015 as the record date for determining the holders of shares of KYTHERA common stock entitled to receive notice of and to vote at the KYTHERA special meeting.

As of the record date, there were [] shares of KYTHERA common stock outstanding and entitled to vote at the KYTHERA special meeting held by [] holders of record. Each share of KYTHERA common stock entitles the holder to one vote at the KYTHERA special meeting on each proposal to be considered at the KYTHERA special meeting. Shares of KYTHERA common stock that are held in treasury will not be entitled to vote at the KYTHERA special meeting.

Quorum

The holders of a majority in voting power of the issued and outstanding KYTHERA common stock entitled to vote that are present in person or represented by proxy will constitute a quorum for the meeting. All shares of KYTHERA common stock, whether present in person or represented by proxy, including abstentions, will be treated as present for purposes of determining the presence or absence of a quorum for all matters voted on at the KYTHERA special meeting. As of the record date, [] shares of KYTHERA common stock were outstanding, and, therefore, [] shares present in person or represented by proxy will constitute a quorum for the KYTHERA special meeting.

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As of the record date, directors and executive officers of KYTHERA and their affiliates owned and were entitled to vote [] shares of KYTHERA common stock, representing approximately []% of the shares of KYTHERA common stock outstanding on that date. Each of the KYTHERA directors and certain affiliates has entered into Voting Agreements pursuant to which he, she or it has agreed, among other things, to vote his, her or its shares of KYTHERA common stock in favor of the Merger Proposal and the Adjournment Proposal. These directors and affiliates collectively control approximately []% of the voting power of the outstanding shares of KYTHERA common stock entitled to be cast at the KYTHERA special meeting. KYTHERA currently expects that its executive officers that have not entered into Voting Agreements will vote their shares in favor of the Merger Proposal, the Adjournment Proposal and the Merger- Related Named Executive Officer Compensation Proposal, although they have not entered into any agreements obligating them to do so.

Required Vote
Required Vote to Approve the Merger Proposal

The affirmative vote of a majority of the outstanding shares of KYTHERA common stock held by stockholders of record as of [], 2015 is required to approve the Merger Proposal. If you are a KYTHERA stockholder and you abstain from voting or fail to vote, or fail to instruct your broker, bank or other nominee how to vote on the Merger Proposal, it will have the same effect as a vote cast against the Merger Proposal.

Required Vote to Approve the Adjournment Proposal

Assuming a quorum is present, the affirmative vote of at least a majority of the votes cast with respect to shares of KYTHERA common stock at the KYTHERA special meeting is required to approve the Adjournment Proposal. Abstentions and broker non-votes will have no effect on the outcome of this proposal.

Required Vote to Approve the Merger-Related Named Executive Officer Compensation Proposal

Assuming a quorum is present, the affirmative vote of a majority of the votes cast with respect to shares of KYTHERA common stock at the KYTHERA special meeting is required to approve the Merger-Related Named Executive Officer Compensation Proposal. Abstentions and broker non-votes will have no effect on the outcome of this proposal. The stockholders' vote regarding the Merger-Related Named Executive Officer Compensation Proposal is an advisory vote, and therefore is not binding on KYTHERA or the KYTHERA Board or the compensation committee of KYTHERA. Since compensation and benefits to be paid or provided in connection with the Merger are based on contractual arrangements with the named executive officers, the outcome of this advisory vote will not affect the obligation to make these payments and these payments may still be made even if the KYTHERA stockholders do not approve, by advisory (non-binding) vote, the Merger-Related Named Executive Officer Compensation Proposal.

Treatment of Abstentions; Failure to Vote

For purposes of the KYTHERA special meeting, an abstention occurs when a KYTHERA stockholder attends the KYTHERA special meeting in person and does not vote or returns a proxy marked **ABSTAIN**.

For the Merger Proposal, an abstention or a failure to vote or a failure to instruct your broker, bank or other nominee how to vote will have the same effect as a vote cast **AGAINST** this proposal.

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For the Adjournment Proposal, if a KYTHERA stockholder is present in person or by proxy at the KYTHERA special meeting and chooses to abstain from voting with respect to the Adjournment Proposal, it will have no effect on the outcome of the Adjournment Proposal (except that the fact that such stockholder is present in person or by proxy at the KYTHERA special meeting will be counted in determining whether a quorum is present).

For the Merger-Related Named Executive Officer Compensation Proposal, if a KYTHERA stockholder is present in person or by proxy at the KYTHERA special meeting and chooses to abstain from voting

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with respect to the Merger-Related Named Executive Officer Compensation Proposal, it will have no effect on the outcome of the Merger-Related Named Executive Officer Compensation Proposal (except that the fact that such stockholder is present in person or by proxy at the KYTHERA special meeting will be counted in determining whether a quorum is present).

Voting of Proxies; Incomplete Proxies

Giving a proxy means that a KYTHERA stockholder authorizes the persons named in the enclosed proxy card to vote its shares at the KYTHERA special meeting in the manner it directs. A KYTHERA stockholder may vote by proxy or in person at the KYTHERA special meeting. If you hold your shares of KYTHERA common stock in your name as a stockholder of record, to submit a proxy, you may use one of the following methods:

By Internet. The web address and instructions for Internet proxy submission can be found on the enclosed proxy card. You will be required to provide your assigned control number located on the proxy card. Internet proxy submission via the web address indicated on the enclosed proxy card is available 24 hours a day. If you choose to submit your proxy by Internet, then you do not need to return the proxy card. To be valid, your Internet proxy must be received by 11:59 p.m. (U.S. Eastern Time) on the day preceding the KYTHERA special meeting.

By Telephone. The toll-free number for telephone proxy submission can be found on the enclosed proxy card. You will be required to provide your assigned control number located on the proxy card. Telephone proxy submission is available 24 hours a day. If you choose to submit your proxy by telephone, then you do not need to return the proxy card. To be valid, your telephone proxy must be received by 11:59 p.m. (U.S. Eastern Time) on the day preceding the KYTHERA special meeting.

By Mail. Mark the enclosed proxy card, sign and date it, and return it in the postage-paid envelope provided therewith. To be valid, your proxy by mail must be received by 11:59 p.m. (U.S. Eastern Time) on the day preceding the KYTHERA special meeting.

In Person. You may also vote your shares in person at the KYTHERA special meeting.

KYTHERA requests that KYTHERA stockholders submit their proxies over the Internet, by telephone or by completing and signing the accompanying proxy and returning it to KYTHERA as soon as possible in the enclosed postage-paid envelope. When the accompanying proxy is returned properly executed (including proper proxy submission by Internet or telephone), the shares of KYTHERA common stock represented by it will be voted at the KYTHERA special meeting in accordance with the instructions contained on the proxy card.

If you sign and return your proxy or voting instruction card without indicating how to vote on any particular proposal, the KYTHERA common stock represented by your proxy will be voted **FOR** each proposal in accordance with the recommendation of the KYTHERA Board. Unless you check the box on your proxy card to withhold discretionary authority, the proxyholders may use their discretion to vote on the proposals relating to the KYTHERA special meeting.

If your shares of KYTHERA common stock are held in street name by a broker, bank or other nominee, you should check the voting form used by that firm to determine whether you may give voting instructions by telephone or the

Internet.

EVERY KYTHERA STOCKHOLDER'S VOTE IS IMPORTANT. ACCORDINGLY, EACH KYTHERA STOCKHOLDER SHOULD SUBMIT ITS PROXY VIA THE INTERNET OR BY TELEPHONE, OR SIGN, DATE AND RETURN THE ENCLOSED PROXY CARD, WHETHER OR NOT THE KYTHERA STOCKHOLDER PLANS TO ATTEND THE KYTHERA SPECIAL MEETING IN PERSON.

Shares Held in Street Name

If your shares of KYTHERA common stock are held in street name through a bank, broker or other nominee, you must instruct such bank, broker or other nominee on how to vote the shares by following the instructions that the bank, broker or other nominee provides you along with this proxy statement/prospectus. Your bank, broker or

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other nominee, as applicable, may have an earlier deadline by which you must provide instructions to it as to how to vote your shares of KYTHERA common stock, so you should read carefully the materials provided to you by your bank, broker or other nominee.

You may not vote shares held in street name by returning a proxy card directly to KYTHERA or by voting in person at the KYTHERA special meeting unless you provide a legal proxy, which you must obtain from your broker, bank or other nominee. Further, brokers, banks or other nominees who hold shares of KYTHERA common stock on behalf of their customers may not give a proxy to KYTHERA to vote those shares with respect to any of the KYTHERA proposals without specific instructions from their customers, as brokers, banks and other nominees do not have discretionary voting power on any of the KYTHERA proposals. Therefore, if your shares of KYTHERA common stock are held in street name and you do not instruct your broker, bank or other nominee on how to vote your shares,

your broker, bank or other nominee may not vote your shares on the Merger Proposal, which broker non-votes will have the same effect as a vote **AGAINST** this proposal;

your broker, bank or other nominee may not vote your shares on the Adjournment Proposal, which broker non-votes will have no effect on the outcome of this proposal (except that the fact that such stockholder is not present in person or by proxy at the KYTHERA special meeting will be counted in determining whether a quorum is present);

your broker, bank or other nominee may not vote your shares on the Merger-Related Named Executive Officer Compensation Proposal, which broker non-votes will have no effect on the outcome of this proposal (except that the fact that such stockholder is not present in person or by proxy at the KYTHERA special meeting will be counted in determining whether a quorum is present).

Revocability of Proxies and Changes to a KYTHERA Stockholder's Vote

If you are a KYTHERA stockholder of record, you may revoke or change your proxy at any time before it is voted at the KYTHERA special meeting by:

sending a written notice of revocation to Keith Klein, Corporate Secretary of KYTHERA, at 30930 Russell Ranch Road, 3rd Floor, Westlake Village, California 91362 that is received by KYTHERA prior to 11:59 p.m. (U.S. Eastern Time) on the day preceding the KYTHERA special meeting, stating that you would like to revoke your proxy; or

submitting a new proxy bearing a later date (by Internet, telephone or mail) that is received by KYTHERA prior to 11:59 p.m. (U.S. Eastern Time) on the day preceding the KYTHERA special meeting; or

attending the KYTHERA special meeting and voting in person.

If you are a KYTHERA stockholder whose shares are held in street name by a broker, bank or other nominee, you may revoke your proxy or voting instructions and vote your shares in person at the KYTHERA special meeting only

in accordance with applicable rules and procedures as employed by your broker, bank or other nominee. If your shares are held in an account at a broker, bank or other nominee, you must follow the directions you receive from your bank, broker or other nominee in order to change or revoke your proxy or voting instructions and should contact your broker, bank or other nominee to do so.

Attending the KYTHERA special meeting will NOT automatically revoke a proxy that was submitted through the Internet or by telephone or mail. ***You must vote by ballot at the KYTHERA special meeting to change your vote.***

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Solicitation of Proxies

The cost of solicitation of proxies from KYTHERA stockholders will be borne by KYTHERA. KYTHERA will reimburse brokerage firms and other custodians, nominees and fiduciaries for reasonable expenses incurred by them in sending proxy materials to the beneficial owners of KYTHERA common stock. KYTHERA has retained a professional proxy solicitation firm, MacKenzie Partners Inc., to assist in the solicitation of proxies for a fee of up to \$60,000 plus reasonable out-of-pocket expenses. In addition to solicitations by mail, KYTHERA's directors, officers and regular employees may solicit proxies personally or by telephone without additional compensation.

Assistance

If you need assistance in completing your proxy card or have questions regarding the KYTHERA special meeting, please contact MacKenzie Partners Inc., the proxy solicitation agent for KYTHERA, by mail at 105 Madison Avenue, New York, NY 10016, or by telephone toll-free at (800) 322-2885 or collect at (212) 929-5500.

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KYTHERA PROPOSALS

Merger Proposal

As discussed throughout this proxy statement/prospectus, KYTHERA is asking its stockholders to approve the Merger Proposal. Pursuant to the Merger Agreement, Allergan will acquire KYTHERA in the Merger. Merger Sub will merge with and into KYTHERA, with KYTHERA continuing as the Surviving Corporation. Following the Merger, KYTHERA will be an indirect wholly owned subsidiary of Allergan and the KYTHERA common stock will be delisted from NASDAQ, deregistered under the Exchange Act and cease to be publicly traded.

Holders of shares of KYTHERA common stock should carefully read this proxy statement/prospectus in its entirety, including the annexes, for more detailed information concerning the Merger Agreement and the Merger. In particular, holders of shares of KYTHERA common stock are directed to the Merger Agreement, a copy of which is attached as Annex A to this proxy statement/prospectus.

Completion of the Merger is conditioned on approval of the Merger Proposal.

Vote Required and KYTHERA Board Recommendation

The affirmative vote of a majority of the outstanding shares of KYTHERA common stock held by stockholders of record as of the close of business on [], 2015 is required to approve the Merger Proposal. If you are a KYTHERA stockholder and you abstain from voting or fail to vote, or fail to instruct your broker, bank or other nominee how to vote on the Merger Proposal, it will have the same effect as a vote cast **AGAINST** the Merger Proposal.

The KYTHERA Board unanimously recommends a vote **FOR** the Merger Proposal.

Adjournment Proposal

KYTHERA is asking its stockholders to approve the adjournment of the KYTHERA special meeting to another date and place if necessary or appropriate to solicit additional votes in favor of the Merger Proposal. The Merger Agreement provides that KYTHERA may not postpone or adjourn the KYTHERA special meeting for more than 30 days after the date on which the KYTHERA special meeting was originally scheduled.

Completion of the Merger is not conditioned on the approval of the Adjournment Proposal.

Vote Required and KYTHERA Board Recommendation

Assuming a quorum is present, the affirmative vote of at least a majority of the votes cast with respect to shares of KYTHERA common stock at the KYTHERA special meeting is required to approve the Adjournment Proposal. Abstentions and broker non-votes will have no effect on the outcome of this proposal.

The KYTHERA Board unanimously recommends a vote **FOR** the Adjournment Proposal.

Merger-Related Named Executive Officer Compensation Proposal

Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and Rule 14a-21(c) of the Exchange Act, KYTHERA is seeking non-binding, advisory stockholder approval of the compensation to be paid to KYTHERA's named executive officers that is based on or otherwise relates to the Merger as disclosed in the section

entitled *The Merger Interests of KYTHERA's Directors and Executive Officers in the Merger Quantification of Payments and Benefits to KYTHERA's Named Executive Officers* beginning on page [] of this proxy statement/prospectus. The proposal gives KYTHERA's stockholders the opportunity to

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express their views on the merger-related compensation of KYTHERA's named executive officers. Accordingly, KYTHERA is requesting stockholders to adopt the following resolution, on a non-binding, advisory basis:

RESOLVED, that the compensation that may be paid or become payable to KYTHERA's named executive officers in connection with the Merger, as disclosed pursuant to Item 402(t) of Regulation S-K in *The Merger Interests of KYTHERA's Directors and Executive Officers in the Merger Quantification of Payments and Benefits to KYTHERA's Named Executive Officers*, is hereby APPROVED.

Completion of the Merger is not conditioned on approval of the Merger-Related Named Executive Officer Compensation Proposal.

Vote Required and KYTHERA Board Recommendation

The vote on this proposal is a vote separate and apart from the vote to approve the Merger Proposal. Accordingly, you may vote not to approve the Merger-Related Named Executive Officer Compensation Proposal and vote to approve the Merger Proposal or vice versa. The KYTHERA stockholders' vote regarding the Merger-Related Named Executive Officer Compensation Proposal is an advisory vote, and therefore is not binding on KYTHERA or the KYTHERA Board or the compensation committee of KYTHERA. Since compensation and benefits to be paid or provided in connection with the Merger are based on contractual arrangements with the named executive officers, the outcome of this advisory vote will not affect the obligation to make these payments and these payments may still be made even if the KYTHERA stockholders do not approve, by advisory (non-binding) vote, the Merger-Related Named Executive Officer Compensation Proposal.

Assuming a quorum is present, the affirmative vote of a majority of the votes cast with respect to shares of KYTHERA common stock at the KYTHERA special meeting is required to approve the Merger-Related Named Executive Officer Compensation Proposal. Abstentions and broker non-votes will have no effect on the outcome of this proposal.

The KYTHERA Board unanimously recommends a vote **FOR** the Merger-Related Named Executive Officer Compensation Proposal.

Other Matters to Come Before the KYTHERA Special Meeting

As of the date of this proxy statement/prospectus, the KYTHERA Board is not aware of any matters that will be presented for consideration at the KYTHERA special meeting other than as described in this proxy statement/prospectus. If, however, the KYTHERA Board properly brings any other matters before the KYTHERA special meeting, the persons named in the proxy will vote the shares represented thereby in accordance with the recommendation of the KYTHERA Board on any such matter (unless the KYTHERA stockholder checks the box on the proxy card to withhold discretionary voting authority).

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INFORMATION ABOUT THE COMPANIES

Allergan

Allergan plc

1 Grand Canal Square, Docklands

Dublin 2, Ireland

Phone: (862) 261-7000

Allergan plc (formerly known as Actavis plc) was incorporated in Ireland as Actavis Limited on May 16, 2013 as a private limited company and re-registered effective September 18, 2013 as a public limited company. On June 15, 2015, the Company changed its name from Actavis plc to Allergan plc, following the acquisition of Legacy Allergan by Actavis plc in March 2015 and the approval of the name change by Actavis plc's shareholders. Allergan is a unique, global pharmaceutical company and a leader in a new industry model Growth Pharma. Allergan is focused on developing, manufacturing and commercializing innovative branded pharmaceuticals, high-quality generic and over-the-counter medicines and biologic products for patients around the world. Allergan markets a portfolio of best-in-class products that provide valuable treatments for the central nervous system, eye care, medical aesthetics, gastroenterology, women's health, urology, cardiovascular and anti-infective therapeutic categories, and operates the world's third-largest global generics business, providing patients around the globe with increased access to affordable, high-quality medicines. Allergan is an industry leader in research and development, with one of the broadest development pipelines in the pharmaceutical industry and a leading position in the submission of generic product applications globally. With commercial operations in approximately 100 countries, Allergan is committed to working with physicians, healthcare providers and patients to deliver innovative and meaningful treatments that help people around the world live longer, healthier lives.

Merger Sub

Keto Merger Sub, Inc.

c/o Allergan plc

Morris Corporate Center III

400 Interpace Parkway

Parsippany, New Jersey 07054

Phone: (862) 261-7000

Merger Sub is a Delaware corporation and an indirect wholly owned subsidiary of Allergan. Merger Sub was incorporated on May 28, 2015 for the sole purpose of effecting the Merger. As of the date of this proxy statement/prospectus, Merger Sub has not conducted any activities other than those incidental to its formation, the execution of the Merger Agreement, the preparation of applicable filings under U.S. securities laws and regulatory filings made in connection with the proposed transaction.

KYTHERA

KYTHERA Biopharmaceuticals, Inc.

30930 Russell Ranch Road, 3rd floor

Westlake Village, CA 91362

Phone: (818) 587-4500

KYTHERA is a biopharmaceutical company focused on the discovery, development and commercialization of novel prescription products for the aesthetic medicine market. KYTHERA's objective is to develop first-in-class, prescription products using an approach that relies on the scientific rigor of biotechnology to address unmet needs in the rapidly-growing market for aesthetic medicine. KYTHERA's initial focus is on the facial aesthetics market, which comprises the majority of the aesthetic medicine market. On April 29, 2015, the U.S. Food and Drug Administration approved KYTHERA's first product KYBELLA, a non-surgical treatment for the reduction of submental fullness, a common yet under-treated aesthetic condition, which commonly presents as an undesirable double chin. KYTHERA was incorporated in Delaware in June 2004 under the name Dermion, Inc. KYTHERA commenced operations in August 2005 and later changed its name to AESTHERx, Inc. In July 2006, it changed its name to KYTHERA Biopharmaceuticals, Inc.

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THE MERGER

This discussion of the Merger is qualified in its entirety by reference to the Merger Agreement, which is attached to this proxy statement/prospectus as Annex A and is incorporated by reference into this proxy statement/prospectus. This summary does not purport to be complete and may not contain all of the information about the Merger that is important to you. You should read the entire Merger Agreement carefully as it is the legal document that governs the Merger. This section is not intended to provide you with any factual information about Allergan or KYTHERA. Such information can be found elsewhere in this proxy statement/prospectus and in the public filings Allergan and KYTHERA make with the SEC that are incorporated by reference into this proxy statement/prospectus, as described in the section entitled "Where You Can Find More Information" beginning on page [] of this proxy statement/prospectus.

Transaction Structure

Pursuant to the Merger Agreement, Merger Sub will merge with and into KYTHERA, with KYTHERA continuing as the Surviving Corporation. Following the Merger, KYTHERA will be an indirect wholly owned subsidiary of Allergan and the KYTHERA common stock will be delisted from NASDAQ, deregistered under the Exchange Act and cease to be publicly traded.

Consideration to KYTHERA Stockholders

As a result of the Merger, each issued and outstanding share of KYTHERA common stock, other than excluded shares and dissenting shares, will be converted into the right to receive the Merger Consideration.

No holder of KYTHERA common stock will be issued fractional Allergan ordinary shares in the Merger. Each holder of KYTHERA common stock cancelled pursuant to the Merger who would otherwise have been entitled to receive a fraction of an Allergan ordinary share will receive, in lieu thereof, cash, without interest, in an amount equal to such fractional part of an Allergan ordinary share (rounded to the nearest one thousandth when expressed in decimal form) multiplied by the Allergan VWAP.

The Merger Consideration will be adjusted appropriately to reflect the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into KYTHERA common stock or Allergan ordinary shares, as applicable), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to the shares of KYTHERA common stock or Allergan ordinary shares outstanding after the date of the Merger Agreement and prior to the effective time of the Merger.

Background of the Merger

The KYTHERA Board, and KYTHERA's senior management, in their ongoing effort to maximize stockholder value, have periodically reviewed and assessed KYTHERA's business strategy, the various trends and conditions affecting its industry and its business generally and a variety of strategic alternatives, including a sale of KYTHERA and distribution and collaboration arrangements with respect to KYTHERA's product and product candidate.

In mid-2012, at the direction of the KYTHERA Board, and as part of the KYTHERA Board's consideration of an initial public offering process, Keith Leonard, KYTHERA's Chief Executive Officer, had informal discussions with David Pyott, then the Chairman of the Board of Directors and Chief Executive Officer of Legacy Allergan, and with one other large multinational pharmaceutical company regarding their potential interest in a strategic acquisition of KYTHERA. After several discussions, Mr. Pyott verbally informed Mr. Leonard that Legacy Allergan was interested

in an acquisition of KYTHERA and submitted an oral non-binding proposal to acquire KYTHERA for approximately \$225 million in cash plus potential future milestone payments. After discussion with the KYTHERA Board, KYTHERA declined Legacy Allergan's proposal. KYTHERA announced the closing of its initial public offering on October 16, 2012.

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In early 2014, the KYTHERA Board determined to re-acquire the rights to develop and commercialize its primary product, ATX-101 (deoxycholic acid), outside of the United States and Canada (ATX-101 is now known as KYBELLA in the United States) from Bayer Consumer Care AG (referred to in this proxy statement/prospectus as Bayer), KYTHERA's then collaboration partner. KYTHERA initially entered into a collaboration arrangement with Bayer for the development and commercialization of ATX-101 outside the United States and Canada in 2010. The KYTHERA Board determined to re-acquire the rights to develop and commercialize ATX-101 outside of the United States and Canada because the KYTHERA Board believed that those rights could be acquired from Bayer for significantly less than their long term value to KYTHERA, and because the KYTHERA Board believed that KYTHERA would be able to enter into a collaboration agreement in the future regarding the rights to develop and commercialize ATX-101 outside of the United States and Canada on more favorable terms. KYTHERA announced the re-acquisition of the rights to develop and commercialize ATX-101 outside of the United States and Canada from Bayer in March 2014.

Beginning in March 2014, at the direction of the KYTHERA Board, KYTHERA contacted approximately thirty (30) pharmaceutical and biotechnology companies about potential collaborations with KYTHERA in the distribution of ATX-101 in various countries or regions outside of the United States, and KYTHERA entered into confidentiality agreements with eleven (11) of those parties in connection with distribution discussions, none of which included a standstill provision. Legacy Allergan was one of the parties that KYTHERA contacted in March 2014. Legacy Allergan and KYTHERA entered into a confidentiality agreement (which did not include a standstill provision) on October 13, 2014 in connection with a potential distribution relationship outside of the United States, and Legacy Allergan conducted due diligence on KYTHERA from October 13, 2014 until the consummation of the Legacy Allergan Transaction on March 17, 2015, and from and after the consummation of the Legacy Allergan Transaction, Allergan conducted due diligence, in each case, relating to the potential distribution relationship. In addition, between October 13, 2014 and April 1, 2015 members of senior management of KYTHERA and representatives of Legacy Allergan and, from and after the consummation of the Legacy Allergan Transaction, representatives of Allergan discussed the potential terms of a distribution agreement outside of the United States both on telephone calls and in person. Those discussions did not include any discussion of a potential acquisition of KYTHERA by Legacy Allergan or by Allergan.

Legacy Allergan announced that it was being acquired by Allergan (then Actavis plc) on November 17, 2014. Discussions and due diligence regarding a potential distribution agreement with respect to ATX-101 outside of the United States continued during the pendency of the acquisition of Legacy Allergan by Allergan (then Actavis plc) and the acquisition of Legacy Allergan by Allergan (then Actavis plc) was completed on March 17, 2015. The last discussion between members of senior management of KYTHERA and members of senior management of Allergan regarding a potential distribution agreement with respect to ATX-101 outside of the United States occurred on April 1, 2015, with no further discussions or due diligence on such topic occurring since April 1, 2015 between members of senior management of KYTHERA and members of senior management of Allergan.

In early 2014, and again in early 2015, as part of a regular annual review with the KYTHERA Board, members of the KYTHERA Board and members of KYTHERA's senior management discussed and considered KYTHERA's state of readiness to appropriately respond in the event of an unsolicited offer to acquire KYTHERA. Latham & Watkins LLP, KYTHERA's outside legal advisors (referred to in this proxy statement/prospectus as Latham & Watkins) also participated in these discussions. In early 2015, members of KYTHERA's senior management met with representatives of Goldman Sachs. After these meetings, KYTHERA senior management determined that Goldman Sachs was qualified to support KYTHERA should its services be required in assisting the KYTHERA Board in its evaluation of strategic alternatives or in connection with responding to an unsolicited offer because of Goldman Sachs' historical relationships and familiarity with KYTHERA and its business as well as Goldman Sachs' experience and expertise in the biotechnology and pharmaceutical industries generally and familiarity with participants in those industries along

with Goldman Sachs' experience in merger and acquisition transactions. In March 2015, members of KYTHERA's senior management requested that Goldman Sachs begin to prepare for a discussion with the KYTHERA Board at its regularly scheduled meeting on June 2, 2015 regarding Goldman Sachs' preliminary financial analysis of

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KYTHERA and the possibility of an unsolicited offer to acquire KYTHERA. However, KYTHERA did not formally engage Goldman Sachs as KYTHERA's financial advisor with respect to a potential strategic transaction at this time.

On March 23, 2015, Mr. Leonard was contacted over e-mail by Doug Ingram, Special Advisor to the Chief Executive Officer of Allergan and the former President of Legacy Allergan, about a potential meeting with Brenton L. Saunders, the President and Chief Executive Officer of Allergan. Mr. Ingram did not provide a reason for the meeting with Mr. Saunders.

Mr. Ingram scheduled an in-person meeting between Mr. Leonard and Mr. Saunders on April 6, 2015, which was subsequently cancelled for personal reasons.

Mr. Leonard and Mr. Saunders spoke over the telephone on April 8, 2015, and, during their conversation, Mr. Saunders inquired as to KYTHERA's long-term strategy and whether KYTHERA would be interested in a potential strategic transaction with Allergan. Mr. Leonard and Mr. Saunders did not discuss the potential price that Allergan would pay for KYTHERA or any of the other terms of a potential strategic transaction. Mr. Leonard agreed to raise the possibility of a strategic transaction with Allergan with other members of the KYTHERA Board and to respond to Mr. Saunders.

Between April 8 and April 10, 2015, Mr. Leonard discussed a potential strategic transaction with Allergan with Hollings Renton, Michael Ball and Dennis Fenton, three other members of the KYTHERA Board, and, on April 14, 2015, Mr. Leonard again spoke with Mr. Saunders by telephone and indicated to Mr. Saunders that KYTHERA was not for sale at that time, but that the KYTHERA Board would review and consider any proposal that appropriately valued the potential for growth inherent in KYTHERA's business.

On April 17, 2015, Mr. Saunders met with Mr. Leonard and indicated to Mr. Leonard that Allergan was enthusiastic about a potential acquisition of KYTHERA and that KYTHERA would complement Allergan's position in other segments of the aesthetics space. Mr. Leonard did not discuss with Mr. Saunders any potential price that Allergan would pay for KYTHERA or any other terms of a potential acquisition. Mr. Saunders indicated to Mr. Leonard that Allergan would be submitting a non-binding written proposal to acquire KYTHERA.

On April 23, 2015, Mr. Saunders delivered to Mr. Leonard a written preliminary non-binding expression of interest in an acquisition of KYTHERA by Allergan at a price between \$65.00 and \$67.50 per share of KYTHERA common stock, 20% of which would be paid in cash with the remainder in Allergan ordinary shares. Mr. Saunders' letter noted that Allergan had offered the mix of 20% cash and 80% Allergan ordinary shares out of a desire to maintain an investment grade rating for Allergan and to provide the pro forma company with a strong balance sheet, that the mix of cash and stock was subject to change and that the stock portion of the consideration would be converted to a fixed exchange ratio prior to signing a definitive agreement. Mr. Saunders' letter also noted that Allergan anticipated that the cash portion of the consideration required for the transaction would be provided by a combination of existing cash and credit facilities at Allergan, that Allergan expected that the transaction would not be subject to any financing contingency, that Allergan would not participate in any auction of KYTHERA, and that the transaction would be subject only to customary closing conditions, including the receipt of necessary antitrust approvals, and would not require approval by Allergan's stockholders. The preliminary non-binding expression of interest received from Allergan did not include any other material terms. In a phone call on April 23, 2015, Mr. Saunders also expressed concern to Mr. Leonard about recent hires by KYTHERA of former Allergan employees.

During the evening of April 23, 2015, the KYTHERA Board held a telephonic meeting and discussed the preliminary non-binding expression of interest that had been received from Allergan. Representatives from Latham & Watkins also attended the meeting. Following the discussion, the KYTHERA Board requested that Mr. Leonard contact

Goldman Sachs and request that Goldman Sachs meet with the KYTHERA Board early the

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following week to provide its views on the preliminary non-binding expression of interest received from Allergan and present its preliminary financial analysis with respect to KYTHERA. The KYTHERA Board requested that members of KYTHERA's senior management contact Goldman Sachs because Goldman Sachs was already assisting KYTHERA in its preparation to respond to any unsolicited offer to acquire KYTHERA and was in the process of preparing a preliminary financial analysis of KYTHERA for review by the KYTHERA Board at its next regularly scheduled meeting on June 2, 2015. On April 25, 2015, Goldman Sachs confirmed its ability to act as financial advisor to KYTHERA in connection with a potential sale transaction.

On April 27, 2015, as the KYTHERA Board had not yet reached a final determination regarding whether to affirmatively engage Goldman Sachs as KYTHERA's financial advisor in connection with a potential sale transaction, KYTHERA entered into an indemnification letter agreement with Goldman Sachs in order to provide the KYTHERA Board with additional time to further consider whether to formally engage Goldman Sachs while Goldman Sachs provided its views on the preliminary non-binding expression of interest received from Allergan and presented its preliminary financial analysis with respect to KYTHERA.

The KYTHERA Board held another telephonic meeting on April 27, 2015, and discussed the preliminary non-binding expression of interest that had been received from Allergan with representatives from Goldman Sachs and Latham & Watkins and members of KYTHERA's senior management. During the meeting, representatives from Goldman Sachs reviewed its preliminary financial analysis with respect to KYTHERA. The KYTHERA Board discussed KYTHERA's current business plan and prospects, the anticipated receipt of approval from the U.S. Food and Drug Administration (referred to in this proxy statement/prospectus as the FDA) for KYBELLA, and an appropriate response to Allergan. Following that discussion, the KYTHERA Board requested that Mr. Leonard respond to Allergan and indicate that KYTHERA was focused on preparations for the potential product launch of KYBELLA and committed to maximizing value for its stockholders, that Allergan's expression of interest significantly undervalued KYTHERA and the value that a combination with Allergan would create, and that KYTHERA was not prepared to engage in discussions with Allergan on the proposed terms. Mr. Leonard delivered KYTHERA's response to Allergan in writing and in a phone call to Mr. Saunders on April 29, 2015.

On April 29, 2015, each of KYTHERA and the FDA separately announced that the FDA had approved KYBELLA for improvement in the appearance of moderate to severe convexity or fullness associated with submental fat in adults. KYBELLA is the first and only approved non-surgical treatment for reduction of submental fullness, a common yet under-treated aesthetic condition.

On May 1, 2015, Mr. Saunders spoke with Mr. Leonard and subsequently delivered to Mr. Leonard a revised written preliminary non-binding expression of interest in an acquisition of KYTHERA by Allergan at a price between \$67.50 and \$72.50 per share of KYTHERA common stock, 20% of which would be paid in cash with the remainder in Allergan ordinary shares. The May 1, 2015 preliminary non-binding expression of interest from Allergan was otherwise consistent with the April 23, 2015 preliminary non-binding expression of interest from Allergan and did not contain any new material terms.

The KYTHERA Board held a telephonic meeting on May 3, 2015 to consider the revised preliminary non-binding expression of interest that had been received from Allergan, and representatives from Goldman Sachs and Latham & Watkins and members of KYTHERA's senior management attended the meeting. Representatives from Goldman Sachs reviewed the terms of the revised Allergan offer relative to both the initial non-binding expression of interest received from Allergan and to its preliminary financial analysis with respect to KYTHERA. A discussion followed among the KYTHERA Board, the members of senior management and advisors regarding the preliminary financial analysis, KYTHERA's current business plan and prospects, the receipt of FDA approval for KYBELLA, the terms of the revised non-binding expression of interest that had been received from Allergan and the appropriate response to

Allergan. Following the discussion, the KYTHERA Board directed that Mr. Leonard again respond to Allergan and indicate that KYTHERA was focused on preparations for the product launch of KYBELLA and committed to maximizing value for its stockholders,

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that Allergan's expression of interest significantly undervalued KYTHERA and the value that a combination with Allergan would create, and that KYTHERA was not prepared to engage in discussions with Allergan on the proposed terms.

Mr. Leonard delivered KYTHERA's response to Allergan in writing and in a phone call to Mr. Saunders on May 4, 2015. Mr. Saunders indicated to Mr. Leonard that Allergan was unlikely to be able to increase its proposal, but that it would continue to review and evaluate a potential acquisition of KYTHERA.

On May 11, 2015, Mr. Saunders again spoke with Mr. Leonard by telephone and indicated that Allergan might be able to increase its non-binding expression of interest to the low-mid to high-mid \$70's per share, but only if KYTHERA would grant Allergan access to certain limited due diligence information. No other material terms of a potential acquisition were discussed at that time. Mr. Saunders also expressed concern to Mr. Leonard about recent hires by KYTHERA of former Allergan employees, and noted that Allergan continued to consider instituting litigation against KYTHERA relating to those new hires and non-solicitation agreements that such former Allergan employees had entered into with Allergan.

Later in the day on May 11, 2015, the KYTHERA Board held a telephonic meeting and discussed with representatives from Goldman Sachs and Latham & Watkins and members of KYTHERA's senior management Allergan's May 1, 2015 expression of interest, the possibility of an increased offer range from Allergan and the need to have a confidentiality agreement with a customary standstill in place with Allergan before permitting it to conduct any due diligence on KYTHERA, and the potential litigation related to former Allergan employees that had accepted employment offers with KYTHERA. Following the discussion, the KYTHERA Board directed Mr. Leonard to respond to Mr. Saunders and indicate that KYTHERA was prepared to permit Allergan to conduct limited due diligence on KYTHERA to support Allergan's evaluation of a potential increase to its expression of interest only if Mr. Saunders believed that Allergan could reach the high end of his previously stated range, that if any transaction were agreed to the KYTHERA Board would wish to deliver fixed value to KYTHERA's stockholders in the form of an all cash transaction, and that the ability to quickly reach a definitive agreement with respect to and subsequently complete any transaction was important to KYTHERA in light of the pending launch of KYBELLA and the potential for such a transaction to disrupt that launch. The KYTHERA Board also informed Mr. Leonard that a two step tender offer or exchange offer structure would be preferable to a one step merger structure, in light of the potential ability of the two step structure to reduce the amount of time between execution of the definitive transaction agreement and the consummation of the transaction and, therefore, increase the likelihood that the transaction would be consummated. The KYTHERA Board also directed Mr. Leonard to inform Mr. Saunders that the KYTHERA Board would not view any litigation commenced against KYTHERA by Allergan with respect to former Allergan employees favorably and that the KYTHERA Board and members of KYTHERA's senior management did not believe that the former Allergan employees had violated any agreements with Allergan.

On May 12, 2015, Mr. Leonard spoke with Mr. Saunders by telephone and delivered KYTHERA's response. During this conversation, Mr. Saunders indicated that Allergan would not commence any litigation against KYTHERA related to KYTHERA's hiring of former Allergan employees pending resolution of the acquisition discussions. Later that day, KYTHERA delivered a draft confidentiality agreement to Allergan.

On May 14, 2015, KYTHERA and Allergan entered into a confidentiality agreement with respect to a potential acquisition of KYTHERA, which included a customary standstill provision that terminated upon the announcement of a merger or other business combination transaction involving KYTHERA.

Between May 14, 2015 and May 25, 2015, members of KYTHERA's senior management team coordinated responses to Allergan's limited due diligence requests, and Allergan and its advisors conducted related due diligence on

KYTHERA and its business.

On May 25, 2015, Mr. Saunders spoke with Mr. Leonard over the telephone and indicated that Allergan had completed its limited additional due diligence activities and was prepared to increase its non-binding proposal to

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acquire KYTHERA to \$73.50-\$74.00 per share, and that the form of consideration would remain mixed, with 80% of the consideration to be paid in Allergan ordinary shares and 20% in cash, and that the transaction would be structured as a one step merger subject to approval by a vote of KYTHERA's stockholders and not as a two step exchange offer. Mr. Leonard responded to Mr. Saunders that a proposal representing per share consideration in the mid-to-high \$70's would be viewed as a stronger proposal by the KYTHERA Board. Mr. Saunders again spoke with Mr. Leonard over the telephone later that day, and reported that Allergan was willing to further increase its non-binding proposal to \$75.00 per share and that Allergan was not willing to increase its proposal above \$75.00 per share.

During the afternoon of May 25, 2015, Mr. Saunders delivered Mr. Leonard a revised written preliminary non-binding expression of interest in an acquisition of KYTHERA by Allergan at a price of \$75.00 per share of KYTHERA common stock, 20% of which would be paid in cash with the remainder in Allergan ordinary shares. The May 25, 2015 preliminary non-binding expression of interest from Allergan was otherwise consistent with the May 1, 2015 preliminary non-binding expression of interest from Allergan, except that it no longer provided that the stock portion of the consideration would be converted to a fixed exchange ratio prior to signing a definitive agreement, and the May 25, 2015 preliminary non-binding expression of interest from Allergan did not contain any new material terms.

The KYTHERA Board held a telephonic meeting later in the day on May 25, 2015, and discussed with representatives from Goldman Sachs and Latham & Watkins and members of KYTHERA's senior management the revised non-binding offer received from Allergan, including the mix of cash and stock consideration that had been proposed, whether or not the stock portion of the consideration would represent fixed value or contain a collar, and the proposed transaction structure as a one-step merger rather than an exchange offer and the related timing of closing a transaction.

The KYTHERA Board held another telephonic meeting on May 26, 2015 to further review the revised non-binding expression of interest received from Allergan. Representatives from Goldman Sachs and Latham & Watkins and members of KYTHERA's senior management also attended the meeting. Members of KYTHERA's senior management reviewed certain financial forecasts that had been prepared by members of KYTHERA's senior management with respect to KYTHERA and its business, as further described in the section entitled *KYTHERA Unaudited Prospective Financial Information* beginning on page [] of this proxy statement/prospectus. Representatives from Goldman Sachs reviewed the terms of the Allergan expression of interest relative to its preliminary financial analysis with respect to KYTHERA. The KYTHERA Board discussed with members of KYTHERA's senior management and its advisors the preliminary financial analysis with respect to KYTHERA and the terms of the revised non-binding expression of interest received from Allergan, as well as potential responses to Allergan. The KYTHERA Board also noted that KYTHERA had not contacted any other potential acquirers and discussed the possibility of outreach to additional potential counterparties who might be interested in an acquisition of KYTHERA. Following that discussion, the KYTHERA Board determined that it believed the \$75.00 per share offer received from Allergan was a fair price and that it was in the best interests of KYTHERA to further explore a potential transaction with Allergan, and directed Mr. Leonard to speak with Mr. Saunders in order to determine whether Allergan would be prepared to offer an all cash transaction on an accelerated timetable or whether Allergan would otherwise offer a fixed value transaction without any significant risk to KYTHERA stockholders resulting from fluctuations in Allergan's stock price prior to closing. The KYTHERA Board also requested that management work with the representatives from Goldman Sachs to prepare a list of potential additional counterparties to contact regarding a potential business combination transaction with, or acquisition of, KYTHERA for the KYTHERA Board to consider and to promptly begin outreach to those counterparties once the KYTHERA Board had determined such counterparties. The KYTHERA Board directed management to identify companies likely to have a high level of interest in an acquisition of KYTHERA that would reasonably be expected to have an ability to improve upon the terms of the expression of interest from Allergan and that would reasonably be expected to have a willingness to act decisively to negotiate and consummate a transaction.

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Additionally, at the May 26, 2015 meeting, as the third part of an ongoing overall assessment of change in control and severance terms for all employees of KYTHERA which commenced in January 2015 and was unrelated to any potential strategic transaction, the KYTHERA Board considered and approved certain revised severance terms for employees of KYTHERA at the level of Vice President and above, and directed management to implement the revised severance terms. The first category of the overall assessment of change in control and severance terms for KYTHERA employees occurred in January 2015, when the change in control and severance terms for potential new hires in the KYTHERA sales force were reviewed by the KYTHERA compensation committee and KYTHERA Board with a proviso from the KYTHERA Board that, if change in control protection was provided to the sales force, then KYTHERA management and the KYTHERA Board should consider changes for other employees. The second category of the overall assessment occurred in March 2015, when the change in control and severance terms for all employees at levels below Vice President were reviewed by the KYTHERA compensation committee and KYTHERA Board, with a proviso from the KYTHERA Board that the KYTHERA compensation committee and KYTHERA Board agreed to discuss, in the very near future, a review of change in control and severance terms for executive staff.

The representatives of Goldman Sachs then left the May 26, 2015 meeting, and representatives from Latham & Watkins provided the members of the KYTHERA Board with an overview of their fiduciary duties to KYTHERA and its stockholders under Delaware law with respect to a potential transaction. The KYTHERA Board then considered the terms of an engagement letter with Goldman Sachs that had been negotiated between representatives of Goldman Sachs and members of KYTHERA's senior management team. Following discussion of retaining Goldman Sachs as KYTHERA's financial advisor and the engagement letter, the KYTHERA Board unanimously approved the engagement of Goldman Sachs and the Goldman Sachs engagement letter and directed management to finalize and execute the engagement letter on behalf of KYTHERA. Goldman Sachs was selected by the KYTHERA Board because of its historical relationships and familiarity with KYTHERA and its business as well as Goldman Sachs experience and expertise in the biotechnology and pharmaceutical industries generally and familiarity with participants in those industries, along with Goldman Sachs' experience in mergers and acquisitions transactions. The KYTHERA Board also considered the fact that Goldman Sachs had acted as financial advisor to Legacy Allergan in connection with the Legacy Allergan Transaction, which was consummated on March 17, 2015.

Later on May 26, 2015, Mr. Leonard spoke with Mr. Saunders by telephone and informed Mr. Saunders that KYTHERA would be interested in exploring a potential transaction with Allergan. Mr. Leonard and Mr. Saunders also discussed the possibility of an all cash acquisition and the timing of the consummation of a potential transaction. Mr. Saunders agreed in principle that the consideration payable in an acquisition of KYTHERA could be fixed in value, but did not agree to move to all cash consideration.

Goldman Sachs and KYTHERA executed an engagement letter on May 27, 2015 with respect to Goldman Sachs acting as financial advisor to KYTHERA concerning a possible sale of KYTHERA.

On May 27, 2015, members of KYTHERA's senior management and representatives of Goldman Sachs discussed companies that might be contacted by Goldman Sachs regarding a potential acquisition of KYTHERA. The members of KYTHERA's senior management ultimately determined, after consultation with Goldman Sachs, that there were five potential strategic counterparties which could have a high level of interest in a business combination with, or acquisition of, KYTHERA, that would reasonably be expected to have an ability to improve upon the terms of the expression of interest from Allergan and that would reasonably be expected to have a willingness to act decisively to negotiate and consummate a transaction. Mr. Leonard then contacted each of the other members of the KYTHERA Board, reviewed the five potential strategic counterparties to be contacted by Goldman Sachs with each of them, and confirmed that the other members of the KYTHERA Board did not have any additional potential counterparties that they believed should be contacted by Goldman Sachs. Following discussion with the KYTHERA Board, Mr. Leonard advised Goldman Sachs that it should begin its outreach to each of the five potential strategic counterparties described

above to identify the level of interest such potential strategic counterparties would have in a potential business combination with, or acquisition of, KYTHERA.

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Goldman Sachs contacted all five of the potential counterparties during the two-day period from May 28 through May 29, 2015 and inquired as to each of their interest in a potential strategic transaction involving KYTHERA at a valuation above the mid-point of the \$70 s per share. Between May 28 and June 2, 2015 each of the five potential counterparties responded to Goldman Sachs and indicated that it was not interested in pursuing a business combination with, or acquisition of, KYTHERA. The five potential counterparties did not otherwise provide specific reasons for not pursuing an acquisition of KYTHERA.

On May 28, 2015, Latham & Watkins received a due diligence request list from Covington & Burling LLP, legal counsel to Allergan in connection with the potential acquisition of KYTHERA, (referred to in this proxy statement/prospectus as Covington & Burling). Members of KYTHERA s senior management team coordinated responses to the diligence requests, and Allergan and its representatives continued to conduct due diligence with respect to KYTHERA between May 28, 2015 and June 16, 2015 and participated in due diligence conference calls with members of senior management of KYTHERA and KYTHERA s representatives. In addition, during that same period of time, KYTHERA and its representatives conducted due diligence with respect to Allergan and its ordinary shares.

Also on May 28, 2015, Latham & Watkins received a draft Merger Agreement from Covington & Burling in connection with the potential acquisition of KYTHERA by Allergan, as well as a draft Voting Agreement which Allergan requested that each member of the KYTHERA Board and each of KYTHERA s officers sign as a condition to Allergan s willingness to enter into a potential transaction.

On June 1, 2015, based on input from KYTHERA, Latham & Watkins sent a revised draft Merger Agreement to Covington & Burling, and, later in the day on June 1, 2015, representatives of Latham & Watkins and Covington & Burling discussed the principal issues raised by the draft Merger Agreement.

Between June 1, 2015 and June 14, 2015, based on input from their respective clients, representatives of Latham & Watkins and Covington & Burling exchanged drafts of the Merger Agreement and negotiated the principal issues raised by the draft Merger Agreement, including, among others, the form and mix of cash and share consideration that would be paid by Allergan, the structure and timing for completing a transaction, whether the Allergan share portion of the consideration would be subject to a collar limiting the maximum and minimum number of Allergan ordinary shares that might be issued to KYTHERA stockholders in a transaction or whether the share portion would have a fixed value, the appropriate measurement for valuing Allergan ordinary shares to be issued as consideration, the potential treatment of the transaction as a tax free reorganization if 80% of the consideration were to be in the form of Allergan ordinary shares, the scope of the parties representations and warranties, conditions to closing a transaction and related risks and obligations, including the definition of a material adverse effect and obligations of the parties with respect to obtaining regulatory approvals, the parties termination rights, and restrictions on KYTHERA s ability to solicit alternative transactions and on the ability of the KYTHERA Board to change its recommendation of the Merger and exceptions to those restrictions, as well as related obligations and amounts payable in connection with a termination of the Merger Agreement in connection with a competing offer or following a change in recommendation. During that same time, Latham & Watkins and Covington & Burling, based on input from their respective clients, also negotiated the terms of the draft Voting Agreement. See the section entitled *The Merger Agreement* beginning on page [] of this proxy statement/prospectus for a detailed description of the terms of the Merger Agreement.

The KYTHERA Board held a regularly scheduled meeting on June 2, 2015, following KYTHERA s 2015 annual meeting of stockholders. Representatives from Goldman Sachs and Latham & Watkins and members of KYTHERA s senior management attended the meeting.

At the June 2, 2015 in-person meeting, Mr. Leonard and Goldman Sachs reviewed the results of the outreach to the five potential strategic counterparties. The KYTHERA Board considered the parties that had been contacted and the responses received and discussed with the members of management and advisors present whether to contact any additional potential counterparties regarding a business combination with, or acquisition of, KYTHERA and, following such discussion, the KYTHERA Board determined not to contact any additional

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counterparties at that time. The KYTHERA Board made its determination not to contact any additional counterparties in light of the KYTHERA Board's knowledge and experience in the aesthetics market and with participants in the health care industry generally and because Goldman Sachs had already contacted all of the potential strategic counterparties which the KYTHERA Board believed were likely to be interested in a potential business combination with, or acquisition of, KYTHERA or its products and which would be able to act decisively to negotiate and consummate a transaction and the results of that outreach. The KYTHERA Board determined not to contact any potential financial buyers, as it believed that financial buyers would not be willing to pay as high of a price as Allergan or other potential strategic counterparties due to the inherent uncertainty around the implementation of a successful launch of KYBELLA and due to the synergies that strategic counterparties would expect to be able to realize through a business combination with, or acquisition of, KYTHERA. The KYTHERA Board also considered the possibility of initiating an auction process to sell KYTHERA and determined that it did not believe an auction of KYTHERA would be in the best interests of KYTHERA or its stockholders given the premium offer that had been made by Allergan, the fact that Allergan had indicated in its non-binding expressions of interest that Allergan would not participate in any auction of KYTHERA, the pending launch of KYTHERA's first consumer product, KYBELLA, the distraction that an auction would represent to management, and concerns that any further outreach to counterparties with respect to a potential business combination with, or acquisition of, KYTHERA could result in public disclosure or market rumors regarding the fact that KYTHERA was considering a potential strategic transaction which could result in premature speculation about the future of KYTHERA, which, in turn, could severely hamper the launch of KYBELLA and jeopardize the morale and effectiveness of KYTHERA's employees, as well as other potentially adverse consequences. In addition, the KYTHERA Board considered KYTHERA's intent to retain flexibility to consider a superior offer following announcement of a sale of KYTHERA even if a definitive agreement were reached with Allergan.

Representatives of Goldman Sachs then reviewed with the KYTHERA Board management's probability adjusted revenue forecasts and profit and loss forecasts, as well as certain assumptions underlying management's forecasts, as further described in the section entitled *KYTHERA Unaudited Prospective Financial Information* beginning on page [] of this proxy statement/prospectus, and the terms of the current Allergan proposal to acquire KYTHERA relative to Goldman Sachs' preliminary financial analysis with respect to KYTHERA. Goldman Sachs also advised the KYTHERA Board that during the two-year period ended June 2, 2015, Goldman Sachs' investment banking division had not provided any financial advisory and/or underwriting services for Allergan (formerly Actavis plc) or its affiliates for which it received compensation. Representatives from Latham & Watkins also reviewed with the KYTHERA Board the principal terms of the draft Merger Agreement and draft Voting Agreement that had been received from Allergan as well as KYTHERA's initial response, and the KYTHERA Board discussed the Allergan proposal and the terms of the draft Merger Agreement and draft Voting Agreement, including the possibility of an all cash transaction on an expedited time frame or a fixed value transaction consisting of cash and a fixed value of Allergan ordinary shares per share of KYTHERA common stock and whether the Allergan ordinary share portion of the consideration would be subject to a collar or floor.

On June 4, 2015, representatives of Allergan informed representatives of KYTHERA that Allergan would be approaching certain credit rating agencies to discuss alternative transaction structures for an acquisition of KYTHERA by Allergan. Allergan and KYTHERA entered into an amendment to their confidentiality agreement on June 9, 2015 in order to permit Allergan to discuss a potential acquisition of KYTHERA with the credit rating agencies.

On June 12, 2015, following Allergan's discussions with the credit rating agencies, Mr. Saunders and Mr. Leonard met in person during a conference, and Mr. Saunders informed Mr. Leonard that Allergan would agree to pay the \$75.00 per share consideration to acquire KYTHERA in a mix of 80% cash and 20% Allergan ordinary shares (rather than the mix of 20% cash and 80% Allergan ordinary shares that had been previously proposed) using a fixed value of Allergan ordinary shares determined based on a 10-day trailing volume weighted average price at the closing of a

transaction, and without using a collar or a floor on the number of ordinary shares that Allergan might be required to issue. Mr. Saunders also informed Mr. Leonard that Allergan was not prepared to pursue an all cash transaction to KYTHERA.

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On June 14, 2015, members of KYTHERA's senior management spoke with members of the senior management of Allergan regarding the terms of the potential acquisition of KYTHERA by Allergan, including the proposed treatment of outstanding KYTHERA equity awards in an acquisition and the relation of that treatment to employee retention, and the parties' current positions with respect to their obligations to agree to certain divestitures or other limitations on their businesses and related requirements in connection with obtaining regulatory approvals for a transaction.

Later in the day on June 14, 2015, the KYTHERA Board met telephonically with representatives from Goldman Sachs and Latham & Watkins and members of KYTHERA's senior management, and received an update from members of KYTHERA's senior management team regarding the potential transaction with Allergan, including the revised mix of consideration of 80% cash and 20% Allergan ordinary shares that had been proposed by Allergan. Mr. Leonard summarized the conversation that had taken place between members of KYTHERA's senior management and members of senior management of Allergan earlier that day.

Representatives from Latham & Watkins next reviewed with the KYTHERA Board the principal terms of the Merger Agreement and related Voting Agreement being negotiated with Allergan, and discussed with the KYTHERA Board the negotiations with respect to the principal terms of the Merger Agreement and related Voting Agreement that had taken place since the June 2, 2015 meeting of the KYTHERA Board. The KYTHERA Board discussed with the members of senior management and its advisors present Allergan and its business as well as Allergan's ability to pay the cash portion of the proposed consideration. Following these discussions, the KYTHERA Board authorized its advisors to negotiate the final terms of the definitive Merger Agreement and related documents with Allergan and its advisors with a goal of presenting final agreements to the KYTHERA Board for its consideration on the evening of June 16, 2015.

Between June 14 and June 16, 2015, based on input from their respective clients, representatives of Latham & Watkins and Covington & Burling negotiated the remaining terms of, and finalized, the Merger Agreement (pending approval by the KYTHERA Board) and the Voting Agreement.

On the evening of June 16, 2015, the KYTHERA Board met telephonically to consider the definitive Merger Agreement and a potential acquisition of KYTHERA by Allergan and related matters. Representatives from Goldman Sachs and Latham & Watkins and members of KYTHERA's senior management attended the meeting. At the meeting, Mr. Leonard summarized recent negotiations with Allergan, and members of senior management summarized, for the KYTHERA Board, the takeaways from the due diligence discussions that members of KYTHERA's senior management had with members of senior management of Allergan regarding Allergan and its business. Representatives from Latham & Watkins reviewed with the KYTHERA Board the terms of the definitive Merger Agreement with Allergan and the related Voting Agreement, including changes to the terms of the Merger Agreement and Voting Agreement since the June 14, 2015 meeting of the KYTHERA Board. Representatives from Latham & Watkins also reviewed for the members of the KYTHERA Board their fiduciary duties to KYTHERA and its stockholders under Delaware law in connection with a sale of KYTHERA and a decision to enter into the Merger Agreement. Representatives of Goldman Sachs next reviewed with the KYTHERA Board Goldman Sachs' financial analysis of the Merger Consideration. Following discussion, representatives of Goldman Sachs then rendered to the KYTHERA Board the oral opinion of Goldman Sachs, which was subsequently confirmed by delivery of a written opinion dated as of June 17, 2015 and based upon and subject to the factors and assumptions set forth therein, that the consideration to be paid to the holders of outstanding shares of KYTHERA common stock (other than Allergan and its affiliates) pursuant to the Merger Agreement was fair from a financial point of view to those holders. See the section entitled *Opinion of Financial Advisor to KYTHERA* beginning on page [] of this proxy statement/prospectus.

At the June 16, 2015 meeting, following further discussion, and after consultation with the members of senior management present and the representatives from Goldman Sachs and Latham & Watkins, the KYTHERA Board

unanimously:

determined that the Merger Agreement and the transactions contemplated thereby, including the Merger, were advisable, fair to, and in the best interests of, KYTHERA and its stockholders;

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approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Merger, on the terms and subject to the conditions set forth in the Merger Agreement;

resolved to recommend that KYTHERA's stockholders approve the adoption of the Merger Agreement; and

authorized and approved the execution, delivery and performance of the Merger Agreement by KYTHERA. For the basis of the KYTHERA Board's determinations and recommendations, please see the section entitled *Recommendation of the KYTHERA Board and KYTHERA's Reasons for the Merger* beginning on page [] of this proxy statement/prospectus

On June 16, 2015, the KYTHERA Board also:

adopted a Retention Plan to establish a retention bonus pool in order to create incentives for each regular full-time employee of KYTHERA who is selected to participate in the Retention Plan by the administrator of the Retention Plan to continue their employment with KYTHERA through the closing of the Merger,

approved an amendment to KYTHERA's 2015 Annual Incentive Plan, pursuant to which KYTHERA awards cash bonuses to employees based upon the attainment of certain performance goals, in order to clarify that under the 2015 Annual Incentive Plan, in the event a participant in the 2015 Annual Incentive Plan becomes entitled to receive severance following the closing of the Merger, such participant will be entitled to receive a pro-rata bonus payment for 2015 (or full bonus payment if such termination occurs after December 31, 2015 but before 2015 bonuses are paid); and

approved an amendment to the vesting schedules of the KYTHERA Stock Options and KYTHERA RSU Awards outstanding as of June 16, 2015 in order to create an incentive for KYTHERA's employees to continue their employment with KYTHERA through a change in control, including the Merger, and ensure that such employees are treated equitably after the change in control.

Early in the morning on June 17, 2015, KYTHERA, Allergan and Merger Sub executed the Merger Agreement, and Allergan and KYTHERA announced the transaction in a joint press release issued prior to the open of the markets on June 17, 2015.

On the evening of June 30, 2015, the KYTHERA Board met telephonically to consider Amendment No. 1 to the Merger Agreement in order to make a technical correction to the definition of VWAP of Parent included in the Merger Agreement. Representatives from Goldman Sachs and Latham & Watkins and members of KYTHERA's senior management attended the meeting. At the meeting, representatives from Latham & Watkins summarized the proposed Amendment No. 1 to the Merger Agreement, and representatives from Goldman Sachs advised the KYTHERA Board orally, which advice was confirmed in writing on July 1, 2015, that, based upon and subject to the factors and assumptions stated therein, had Goldman Sachs issued its opinion on June 17, 2015 on the basis of the transaction contemplated by the Merger Agreement as amended by the proposed Amendment No. 1, the conclusion set forth in its opinion would not have changed.

At the June 30, 2015 meeting, following further discussion, and after consultation with the members of senior management and the representatives from Goldman Sachs and Latham & Watkins present, the KYTHERA Board unanimously:

determined that the Merger Agreement as amended by Amendment No. 1, and the transactions contemplated thereby, including the Merger, were advisable, fair to, and in the best interests of, KYTHERA and its stockholders;

approved and declared advisable the Merger Agreement, as amended by Amendment No. 1, and the transactions contemplated thereby, including the Merger, on the terms and subject to the conditions set forth in the Merger Agreement, as amended by Amendment No. 1;

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resolved to recommend that KYTHERA's stockholders approve the adoption of the Merger Agreement, as amended by Amendment No. 1; and

authorized and approved the execution, delivery and performance of Amendment No. 1.

On the morning of July 1, 2015, KYTHERA, Allergan and Merger Sub executed Amendment No. 1.

Recommendation of the KYTHERA Board and KYTHERA's Reasons for the Merger

In evaluating the Merger, the KYTHERA Board consulted with members of KYTHERA's senior management, KYTHERA's financial advisor, Goldman Sachs, and KYTHERA's outside legal counsel, Latham & Watkins, and, in the course of reaching its determination to approve the Merger Agreement and the transactions contemplated thereby and to recommend that KYTHERA's stockholders vote to adopt the Merger Agreement, the KYTHERA Board considered a range of factors, including the following principal factors supporting the KYTHERA Board's determination:

Premia to Market Prices. The fact that the Merger Consideration represents a premium over the market prices at which shares of common stock of KYTHERA traded prior to the announcement of the execution of the Merger Agreement, including the fact that the Merger Consideration of \$75.00 per share, comprised of \$60.00 in cash, without interest, and a number of Allergan ordinary shares equal to \$15.00 divided by the Allergan VWAP, represented a premium of approximately:

42.3% over the \$52.71 average price per share of KYTHERA common stock for the 30-day period ended June 16, 2015, the last trading day before the announcement of the execution of the Merger Agreement;

50.7% over the \$49.78 average price per share of KYTHERA common stock for the 60-day period ended June 16, 2015;

57.2% over the \$47.72 average price per share of KYTHERA common stock for the 90-day period ended June 16, 2015;

49.7% over the \$50.09 closing price per share of KYTHERA common stock on June 1, 2015, one day prior to the filing on Form 8-K of KYTHERA that announced the KYTHERA Board's approval of severance and change of control benefits to certain KYTHERA executives;

33.9% over the \$56.00 highest closing price of shares of KYTHERA common stock during the 52-week period ended June 1, 2015;

25.5% over the \$59.75 closing price per share of KYTHERA common stock on June 15, 2015;

23.5% over the \$60.72 closing price per share of KYTHERA common stock on June 16, 2015;

57.8% over the \$47.52 average of the closing prices of shares of KYTHERA common stock over the 30-day period ended June 1, 2015; and

54.6% over the \$48.52 volume weighted average price of shares of KYTHERA common stock between March 5, 2015 and June 1, 2015.

Certainty of Value. The KYTHERA Board determined that the Merger Consideration, which is comprised of a fixed \$75.00 in value consisting of 80% cash and 20% Allergan ordinary shares and which will not decrease as a result of any decrease in the value of Allergan ordinary shares between signing and the beginning of the ten day trading period that determines the Allergan VWAP, provides certainty of value to KYTHERA's stockholders in the form of a significant cash payout and highly liquid, freely tradable shares of Allergan.

Stockholder Participation in Future Growth or Earnings. The fact that the nature of the transaction as a 80% cash and 20% stock transaction would also allow stockholders to participate in any future earnings

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or growth of Allergan following the closing of the Merger with respect to the Stock Consideration Portion received in the Merger, and, accordingly, that KYTHERA's stockholders could benefit from any potential future appreciation in the value of Allergan or the Allergan ordinary shares received as the Stock Consideration Portion.

Negotiations with Allergan. The course of negotiations between KYTHERA and Allergan, which resulted in an increase in the price that Allergan was willing to pay to acquire KYTHERA of between \$7.50 and \$10.00 per share of KYTHERA common stock from the range of prices per share of KYTHERA common stock initially offered by Allergan, and the KYTHERA Board's belief, based on these negotiations, that this was the highest price per share of KYTHERA common stock that Allergan was willing to pay and that the terms of the Merger Agreement were the most favorable terms to KYTHERA to which Allergan was then willing to agree.

Stand-Alone Operational Risks. The advantages of entering into the Merger Agreement and consummating the Merger in comparison to the risks associated with remaining independent as a stand-alone company and pursuing KYTHERA's strategic plan, including (i) potential future competition, including from larger and better funded companies which might have competitive advantages from their broader commercial scope and economies of scale in pricing, (ii) the risks inherent in the pharmaceutical industry and the commercial launch of KYBELLA, (iii) the challenges and risks associated with growing KYTHERA through either organic growth and the development of new products or strategic acquisitions, and (iv) the various additional risk factors pertaining to KYTHERA that are listed in Item 1A of Part I of its most recent annual report.

Outreach to Other Potential Strategic Partners. That, as directed by KYTHERA, Goldman Sachs contacted the five potential strategic counterparties which KYTHERA believed would have the highest level of interest in a business combination with, or acquisition of, KYTHERA, that would reasonably be expected to have an ability to improve upon the terms of the expression of interest from Allergan and that would reasonably be expected to have a willingness to act decisively to negotiate and consummate a transaction, each of which indicated that it was not interested in pursuing a business combination with, or acquisition of, KYTHERA.

Strategic Alternatives. Its understanding of, and familiarity with, the other strategic alternatives available to KYTHERA, including the outreach that took place to five other potential strategic partners, and the KYTHERA Board's belief that the Merger is superior to the other strategic alternatives currently reasonably available to KYTHERA within a reasonable timeframe.

Likelihood of Completion. The likelihood that the Merger will be consummated, based on, among other things, the likelihood of receiving the affirmative vote of KYTHERA's stockholders necessary to adopt the Merger Agreement and consummate the Merger in a timely manner, the limited number of conditions to the closing of the Merger, the absence of a financing condition, Allergan's representation that it will have at the closing of the Merger all necessary funds to pay the aggregate Merger Consideration and consummate the Merger, the KYTHERA Board's assessment, after discussion with members of management and Goldman Sachs, that Allergan has the financial capability to consummate the Merger, the relative likelihood of obtaining the required regulatory approvals and the remedies available under the Merger Agreement to KYTHERA in the event of various breaches of the Merger Agreement by Allergan or Merger Sub.

Opinion of Goldman Sachs. Certain financial analyses presented to the KYTHERA Board by KYTHERA's financial advisor, Goldman Sachs, and the oral opinion of Goldman Sachs delivered to the KYTHERA Board, which was subsequently confirmed by delivery of a written opinion dated as of June 17, 2015, that, as of such date and based upon and subject to the factors and assumptions set forth therein, the Merger Consideration to be paid to the holders of the outstanding shares of KYTHERA common stock (other than Allergan and its affiliates) pursuant to the Merger Agreement was fair from a financial point of view to those holders. Additionally, representatives from Goldman Sachs advised the KYTHERA Board, at a meeting of the KYTHERA Board on June 30, 2015, which advice was confirmed in writing on July 1, 2015, that, based upon and subject to the factors and assumptions stated

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therein, had Goldman Sachs issued its opinion on June 17, 2015 on the basis of the transaction contemplated by the Merger Agreement, as amended by the proposed Amendment No. 1, the conclusion set forth in its opinion would not have changed. For a discussion of Goldman Sachs' opinion rendered to the KYTHERA Board and the financial analyses presented by Goldman Sachs to the KYTHERA Board in connection with the delivery of this opinion, see the section entitled *Opinion of Financial Advisor to KYTHERA* beginning on page [] of this proxy statement/prospectus.

Terms of the Merger Agreement. The terms and conditions of the Merger Agreement, including KYTHERA's ability under certain circumstances to respond to a bona fide unsolicited written proposal for an acquisition transaction from a third party prior to adoption of the Merger Agreement by KYTHERA's stockholders, and the KYTHERA Board's right, after complying with the terms of the Merger Agreement, to terminate the Merger Agreement in order to enter into an agreement with respect to a superior proposal, upon payment of a termination fee of \$69.75 million (approximately 3.25% of the equity value of the transaction) in cash, which the KYTHERA Board was advised is within the customary range of termination fees payable in similar transactions.

Regulatory Commitments. The level of commitment of Allergan to obtain applicable regulatory approvals, which was negotiated vigorously to the satisfaction of the KYTHERA Board.

Structure and Availability of Appraisal Rights. The fact that the Merger would be subject to the adoption of the Merger Agreement by stockholders of KYTHERA holding a majority of the shares of KYTHERA common stock entitled to vote, that KYTHERA's stockholders would be free to not vote in favor of the adoption of the Merger Agreement and that, if such dissenting KYTHERA stockholders so desire, and if they comply with all of the required procedures under the General Corporation Law of the State of Delaware, they will be able to exercise appraisal rights with respect to the Merger, which would allow such stockholders to seek appraisal of the fair value of their shares of KYTHERA common stock as determined by the Court.

The KYTHERA Board also considered a variety of risks and other potentially negative factors concerning the Merger and the Merger Agreement, including the following:

Effect of Failure to Consummate the Merger. While KYTHERA expects that the Merger will be consummated, there can be no assurance that all of the conditions to the consummation of the Merger will be satisfied or that the Merger will receive the required regulatory approvals, and, as a result, it is possible that the Merger may not be consummated in a timely matter or at all, even if the Merger Agreement is adopted by KYTHERA's stockholders.

The KYTHERA Board also considered potential negative effects if the Merger is not consummated, including:

the trading price of shares of KYTHERA common stock could be adversely affected;

KYTHERA could lose customers, suppliers, business partners and employees, including key sales and other personnel;

KYTHERA's business may be subject to significant disruption and decline, and the launch of KYTHERA's first approved product, KYBELLA, may be significantly disrupted or delayed;

the market's perceptions of KYTHERA's prospects could be adversely affected;

KYTHERA's directors, officers, and other employees would have expended considerable time and effort to negotiate, implement and consummate the Merger, and their time may have been diverted from other important business opportunities and operational matters while working to implement the Merger; and

KYTHERA would have incurred significant transaction and opportunity costs attempting to consummate the Merger, without compensation.

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Effect of Public Announcement. The effect of a public announcement of the Merger on KYTHERA's operations, stock price and employees, KYTHERA's ability to retain key management, KYTHERA's ability to effectively recruit replacement personnel if key sales and other personnel were to depart while the Merger was pending and the potential adverse effects on the financial results of KYTHERA as a result of any related disruption in KYTHERA's business, including any delay or disruption in the launch of KYBELLA.

Taxable Consideration. The gains from the Merger Consideration received by KYTHERA's stockholders in connection with the Merger would be taxable to KYTHERA stockholders for U.S. federal income tax purposes, and any gains from any appraisal proceeding could be taxable for U.S. federal income tax purposes to KYTHERA's stockholders who perfect their appraisal rights.

Fixed Value. The value of the stock consideration to be received by KYTHERA's stockholders in the Merger is fixed in value, and, as a result, stockholders of KYTHERA will not receive the benefit of any increase in the value of Allergan's ordinary shares prior to the closing of the Merger.

Risks with Respect to Ownership of Allergan Ordinary Shares. Risks with respect to the ownership of Allergan's ordinary shares, including the various risk factors pertaining to Allergan that are listed in Item 1A of Part I of the Annual Report on Form 10-K filed by Allergan for the year ended December 31, 2014 and the Quarterly Report on Form 10-Q filed by Allergan for the quarter ended March 31, 2015, as updated by its other reports filed with the SEC.

Interim Restrictions on Business. Restrictions imposed by the Merger Agreement on the conduct of KYTHERA's business prior to the consummation of the Merger, which require KYTHERA to operate its business in the ordinary course of business, and which subject the operations of KYTHERA's business to other restrictions, which could delay or prevent KYTHERA from undertaking timely business enhancement opportunities that may arise prior to the consummation of the Merger and that may have an adverse effect on KYTHERA's ability to respond to changing market and business conditions in a timely manner or at all.

Termination Fee. The fact that, under certain circumstances, KYTHERA may be required to pay to Allergan a termination fee of \$69.75 million (approximately 3.25% of the equity value of the transaction) in cash, including the potential that such termination fee may deter other potential acquirers from making a competing offer for KYTHERA, and the potentially deterrent impact of the termination fee on KYTHERA's ability to engage in certain transactions for nine months from the date the Merger Agreement is terminated in certain circumstances; and

Interests of the KYTHERA Board and Management. The possibility that the executive officers and directors of KYTHERA could have interests in the transactions contemplated by the Merger Agreement that would be different from, or in addition to, those of KYTHERA's stockholders.

The KYTHERA Board concluded that the potential benefits that it expected KYTHERA and KYTHERA's stockholders would achieve as a result of the Merger outweighed the risks and potentially negative factors related to the Merger. The foregoing discussion of the KYTHERA Board's reasons for its recommendation to stockholders to vote to adopt the Merger Agreement is not intended to be exhaustive, but addresses the material information and

factors considered by the KYTHERA Board in its consideration of the Merger. In light of the wide variety of factors considered by the KYTHERA Board in connection with its evaluation of the Merger and the complexity of these matters, the KYTHERA Board did not find it practicable to, and did not, quantify or otherwise assign relative weights to, the specific reasons underlying its determination and recommendation. Rather, the KYTHERA Board viewed its determinations and recommendations as being based on the totality of the information and factors presented to and considered by the KYTHERA Board. In considering the factors discussed above, individual directors may have given different weights to different factors.

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Opinion of Financial Advisor to KYTHERA

Goldman Sachs delivered its opinion to the KYTHERA Board that, as of June 17, 2015 and based upon and subject to the factors and assumptions set forth therein, the Merger Consideration to be paid to the holders of the outstanding shares of KYTHERA common stock (other than Allergan and its affiliates) pursuant to the Merger Agreement was fair from a financial point of view to those holders. On July 1, 2015, Goldman Sachs delivered a letter to the KYTHERA Board confirming that, based upon and subject to the factors and assumptions stated therein, had Goldman Sachs issued its opinion on June 17, 2015 on the basis of the transactions contemplated by the Merger Agreement, as amended by Amendment No. 1, the conclusion set forth in its opinion would not have changed. The confirmation letter did not address any circumstances, developments or events occurring after June 17, 2015, other than the execution of Amendment No. 1, and its opinion is provided only as of such date. In connection with delivery of the confirmation letter, the KYTHERA Board advised Goldman Sachs, and with the KYTHERA Board's permission, Goldman Sachs assumed, that the changes to the Merger Agreement pursuant to Amendment No. 1 and the transactions contemplated thereby did not affect the Final Unaudited Prospective Financial Information, as defined under the section entitled *KYTHERA Unaudited Prospective Financial Information*.

The full text of the written opinion of Goldman Sachs, dated June 17, 2015, which sets forth assumptions made, procedures followed, matters considered, qualifications and limitations on the review undertaken in connection with the opinion, is attached as Annex C. The full text of the confirmation letter of Goldman Sachs, dated July 1, 2015, which sets forth assumptions made, procedures followed, matters considered, qualifications and limitations on the review undertaken in connection with the letter, is attached as Annex D. The summary of the Goldman Sachs opinion provided is qualified in its entirety by reference to the full text of the written opinion. Goldman Sachs provided its opinion and confirmation letter for the information and assistance of the KYTHERA Board in connection with its consideration of the Merger. Neither the Goldman Sachs opinion nor the Goldman Sachs confirmation letter is a recommendation as to how any holder of shares of KYTHERA common stock should vote with respect to the Merger, or any other matter.

In connection with rendering the opinion described above and performing its related financial analyses, Goldman Sachs reviewed, among other things:

the Merger Agreement;

annual reports to stockholders and Annual Reports on Form 10-K of KYTHERA for the three fiscal years ended December 31, 2014;

KYTHERA's Registration Statement on Form S-1, including the preliminary prospectus contained therein dated October 9, 2012 relating to the initial public offering of shares of KYTHERA common stock;

annual reports to stockholders and Annual Reports on Form 10-K of Allergan and Allergan, Inc. for the three fiscal years ended December 31, 2014;

certain interim reports to stockholders and Quarterly Reports on Form 10-Q of KYTHERA and Allergan;

certain other communications from KYTHERA and Allergan to their respective stockholders;

certain publicly available research analyst reports for KYTHERA and Allergan; and

the Final Unaudited Prospective Financial Information.

Goldman Sachs also held discussions with members of the senior management of KYTHERA regarding their assessment of the past and current business operations, financial condition and future prospects of KYTHERA and Allergan; reviewed the reported price and trading activity for shares of KYTHERA common stock and Allergan ordinary shares; compared certain financial and stock market information for KYTHERA and Allergan

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with similar information for certain other companies the securities of which are publicly traded; reviewed the financial terms of certain recent business combinations in the biotechnology industry and in other industries; and performed such other studies and analyses, and considered such other factors, as it deemed appropriate.

For purposes of rendering the opinion described above, Goldman Sachs, with the consent of the KYTHERA Board, relied upon and assumed the accuracy and completeness of all of the financial, legal, regulatory, tax, accounting and other information provided to, discussed with or reviewed by it, without assuming any responsibility for independent verification thereof. In that regard, Goldman Sachs assumed with the consent of the KYTHERA Board that the Final Unaudited Prospective Financial Information was reasonably prepared on a basis reflecting the best then currently available estimates and judgments of KYTHERA's management. Goldman Sachs did not make an independent evaluation or appraisal of the assets and liabilities (including any contingent, derivative or other off-balance-sheet assets and liabilities) of KYTHERA or Allergan or any of their respective subsidiaries, nor was any evaluation or appraisal of the assets or liabilities of KYTHERA or Allergan or any of their respective subsidiaries furnished to Goldman Sachs. Goldman Sachs assumed that all governmental, regulatory or other consents and approvals necessary for the consummation of the Merger will be obtained without any adverse effect on KYTHERA or Allergan or any of their respective subsidiaries or on the expected benefits of the Merger in any way meaningful to its analysis. Goldman Sachs has also assumed that the Merger will be consummated on the terms set forth in the Merger Agreement, without the waiver or modification of any term or condition the effect of which would be in any way meaningful to its analysis.

Goldman Sachs' opinion does not address the underlying business decision of KYTHERA to engage in the Merger or the relative merits of the Merger as compared to any strategic alternatives that may be available to KYTHERA; nor does it address any legal, regulatory, tax or accounting matters. Goldman Sachs' opinion addressed only the fairness from a financial point of view to the holders of the outstanding shares of KYTHERA common stock (other than Allergan and its affiliates) as of the date of the opinion, of the Merger Consideration to be paid to such holders pursuant to the Merger Agreement. Goldman Sachs' opinion does not express any view on, and does not address, any other term or aspect of the Merger Agreement or the Merger or any term or aspect of any other agreement or instrument contemplated by the Merger Agreement or entered into or amended in connection with the Merger, including, the fairness of the Merger to, or any consideration received in connection therewith by, the holders of any other class of securities, creditors, or other constituencies of KYTHERA; nor as to the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of KYTHERA, or class of such persons, in connection with the Merger, whether relative to the Merger Consideration to be paid to the holders of the outstanding shares of KYTHERA common stock (other than Allergan and its affiliates) pursuant to the Merger Agreement or otherwise. Goldman Sachs did not express any opinion as to the prices at which Allergan ordinary shares will trade at any time or as to the impact of the Merger on the solvency or viability of KYTHERA or Allergan or the ability of KYTHERA or Allergan to pay their respective obligations when they come due. Goldman Sachs' opinion was necessarily based on economic, monetary, market and other conditions as in effect on, and the information made available to it as of, the date of its opinion and Goldman Sachs assumed no responsibility for updating, revising or reaffirming its opinion based on circumstances, developments or events occurring after the date of its opinion. Goldman Sachs' opinion was provided for the information and assistance of the KYTHERA Board in connection with its consideration of the Merger and such opinion does not constitute a recommendation as to how any holder of shares of KYTHERA common stock should vote with respect to the Merger or any other matter. Goldman Sachs' opinion was approved by a fairness committee of Goldman Sachs.

The following is a summary of the material financial analyses delivered by Goldman Sachs to the KYTHERA Board in connection with rendering the opinion described above. The following summary, however, does not purport to be a complete description of the financial analyses performed by Goldman Sachs, nor does the order of analyses described represent relative importance or weight given to those analyses by Goldman Sachs. Some of the summaries of the

financial analyses include information presented in tabular format. The tables must be read together with the full text of each summary and are alone not a complete description of Goldman Sachs financial

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analyses. Except as otherwise noted, the following quantitative information, to the extent that it is based on market data, is based on market data as it existed on or before June 15, 2015 and is not necessarily indicative of current market conditions.

Discounted Cash Flow Analysis

Goldman Sachs performed a discounted cash flow analysis of KYTHERA to derive a range of illustrative present values per share of KYTHERA common stock. Using discount rates ranging from 10.5% to 12.5%, reflecting an estimate of KYTHERA's weighted average cost of capital, Goldman Sachs discounted to present value as of March 31, 2015, (i) estimates of the unlevered free cash flow to be generated by KYTHERA during the period from April 1, 2015 through the end of KYTHERA's fiscal year ended December 31, 2030 (referred to in this section of the proxy statement/prospectus as "FY 2030"), reflected in the Final Unaudited Prospective Financial Information, and (ii) a range of illustrative terminal values for KYTHERA as of December 31, 2030, calculated by applying perpetuity growth rates ranging from (25.0)% to (5.0)% to a terminal year estimate of the unlevered free cash flow to be generated by KYTHERA, which unlevered free cash flows for April 1, 2015 through FY 2030 are reflected in the Final Unaudited Prospective Financial Information. In addition, using a discount rate of 10.5%, reflecting an estimate of KYTHERA's cost of equity, Goldman Sachs discounted to present value as of March 31, 2015, the estimated benefits of KYTHERA's net operating losses (referred to in this section of the proxy statement/prospectus as "NOLs") and research and development (referred to in this section of the proxy statement/prospectus as "R&D") tax credits from April 1, 2015 through FY 2030, as reflected in the Final Unaudited Prospective Financial Information. Goldman Sachs derived ranges of illustrative enterprise values for KYTHERA by adding (i) the ranges of present values it derived based on the estimated unlevered free cash flows of KYTHERA for the period from April 1, 2015 through FY 2030, (ii) the ranges of present value it derived based on the illustrative terminal values for KYTHERA as of December 31, 2030 and (iii) the present value derived for the estimated benefits of KYTHERA's NOLs and R&D tax credits for the period from April 1, 2015 through FY 2030. Goldman Sachs added to the range of illustrative enterprise values it derived for KYTHERA the amount of KYTHERA's net cash (derived by adding the amount of KYTHERA's cash and cash equivalents and marketable securities as of March 31, 2015 and subtracting the principal amount of KYTHERA's notes payable as of March 31, 2015, pro forma for the April 1, 2015 pay down of the credit facility under the Loan and Security Agreement No. 1991, dated as of March 21, 2011, between Lighthouse Capital Partners VI, L.P. and KYTHERA, and divided the results by the number of fully diluted shares of KYTHERA common stock, calculated on a treasury method basis, using information provided by KYTHERA management, as of June 15, 2015, to derive illustrative present values for shares of KYTHERA common stock ranging from \$53.76 to \$78.03.

Implied Premia Analysis

Goldman Sachs analyzed the Merger Consideration of \$75.00 per share of KYTHERA common stock in relation to historical trading prices of shares of KYTHERA common stock. This analysis indicated that the Merger Consideration of \$75.00 per share of KYTHERA common stock represented:

a premium of 25.5% to the closing price of shares of KYTHERA common stock of \$59.75 on June 15, 2015;

a premium of 49.7% to the closing price of shares of KYTHERA common stock of \$50.09 on June 1, 2015, one day prior to the filing on Form 8-K of KYTHERA that announced the KYTHERA Board's approval of severance and change of control benefits to certain KYTHERA executives, which date is referred to in this proxy statement/prospectus as the last undisturbed trading day for shares of KYTHERA common stock ;

a premium of 57.8% to the average of the closing prices of shares of KYTHERA common stock of \$47.52 over the 30-day period ended June 1, 2015;

a premium of 33.9% to the highest closing price of shares of KYTHERA common stock of \$56.00 during the 52-week period ended June 1, 2015; and

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a premium of 54.6% to the volume weighted average price of shares of KYTHERA common stock of \$48.52 between March 5, 2015 and June 1, 2015.

Selected Precedent Transactions Premia Analysis

Goldman Sachs analyzed certain publicly available information relating to the late-stage biotechnology transactions listed below announced between May 16, 2010 and June 15, 2015 reflecting transaction values between \$1 billion and \$5 billion. With respect to each of these transactions, Goldman Sachs calculated the one day premium represented by the announced per share transaction price to the closing price of the target company's common stock on the last trading day before the public announcement of the transaction (or the last undisturbed closing price for the target company's common stock). The results of this analysis are listed below:

Announcement			Consideration	Transaction	Undisturbed
Date	Acquiror	Target	Mix	Enterprise	/ One
				Value	Day
					Premium
3/30/15	Teva Pharmaceutical Industries Ltd.	Auspex Pharmaceuticals, Inc.	100% cash	\$ 3.3	42%
1/11/15	Shire Plc	NPS Pharmaceuticals Inc.	100% cash	\$ 5.0	51%
12/2/14	Otsuka Holdings Co., Ltd.	Avanir Pharmaceuticals, Inc.	100% cash	\$ 3.3	37%
12/19/13	Bayer AG	Algeta ASA	100% cash	\$ 2.6	37%
11/11/13	Shire Plc	ViroPharma Inc.	100% cash	\$ 3.9	64%
9/3/12	Valeant Pharmaceuticals International, Inc.	Medicis Pharmaceutical Corporation	100% cash	\$ 2.5	39%
4/23/12	AstraZeneca Plc	Ardea Biosciences, Inc.	100% cash	\$ 1.2	54%
4/19/12	GlaxoSmithKline Plc	Human Genome Sciences, Inc.	100% cash	\$ 3.0	99%
10/6/10	Johnson & Johnson	Crucell N.V.	100% cash	\$ 2.3	58%
5/16/10	Astellas Pharma Inc.	OSI Pharmaceuticals, Inc.	100% cash	\$ 4.0	55%
		Mean			54%
		Median			52%

Although none of the selected precedent transactions is directly comparable to the proposed Merger, the selected precedent transactions involved late-stage biotechnology transactions with transaction values in a range similar to the enterprise value of KYTHERA based on the Merger Consideration of \$75.00 per share of KYTHERA common stock. As such, for the purposes of this analysis, the selected precedent transactions may be considered similar to the proposed Merger.

Based on its review of the implied premia for the selected precedent transactions and its professional judgment and experience, Goldman Sachs applied illustrative premia ranging from 40.0% to 60.0% to the closing price of shares of KYTHERA common stock as of June 1, 2015 (the last undisturbed trading day for shares of KYTHERA common stock) to derive illustrative values for shares of KYTHERA common stock ranging from \$70.13 to \$80.14.

General

The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Selecting portions of the analyses or of the summary set forth above, without considering the analyses as a whole, could create an incomplete view of the processes underlying Goldman Sachs' opinion. In arriving at its fairness determination, Goldman Sachs considered the results of all of its analyses and did not attribute any particular weight to any factor or analysis considered by it. Rather, Goldman Sachs made its determination as to fairness on the basis of its experience and professional judgment after considering the results of all of its analyses. No company or transaction used in the above analyses as a comparison is directly comparable to KYTHERA or Allergan or the contemplated Merger.

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Goldman Sachs prepared these analyses for purposes of Goldman Sachs providing its opinion to the KYTHERA Board as to the fairness from a financial point of view of the Merger Consideration to be paid to the holders of the outstanding shares of KYTHERA common stock (other than Allergan and its affiliates) pursuant to the Merger Agreement. These analyses do not purport to be appraisals nor do they necessarily reflect the prices at which businesses or securities actually may be sold. Analyses based upon forecasts of future results are not necessarily indicative of actual future results, which may be significantly more or less favorable than suggested by these analyses. Because these analyses are inherently subject to uncertainty, being based upon numerous factors or events beyond the control of the parties or their respective advisors, none of KYTHERA, Allergan, Goldman Sachs or any other person assumes responsibility if future results are materially different from those forecast.

The Merger Consideration was determined through arm's-length negotiations between KYTHERA and Allergan and was approved by the KYTHERA Board. Goldman Sachs provided advice to KYTHERA during these negotiations. Goldman Sachs did not, however, recommend any specific amount or form of consideration to KYTHERA or its Board or that any specific amount or form of consideration constituted the only appropriate consideration for the Merger.

As described above, Goldman Sachs' opinion to the KYTHERA Board was one of many factors taken into consideration by the KYTHERA Board in making its determination to approve the Merger Agreement. The foregoing summary does not purport to be a complete description of the analyses performed by Goldman Sachs in connection with the fairness opinion and is qualified in its entirety by reference to the written opinion of Goldman Sachs attached as Annex C.

Goldman Sachs and its affiliates are engaged in advisory, underwriting and financing, principal investing, sales and trading, research, investment management and other financial and non-financial activities and services for various persons and entities. Goldman Sachs and its affiliates and employees, and funds or other entities they manage or in which they invest or have other economic interests or with which they co-invest, may at any time purchase, sell, hold or vote long or short positions and investments in securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments of KYTHERA, Allergan, any of their respective affiliates and third parties or any currency or commodity that may be involved in the transaction contemplated by the Merger Agreement. Goldman Sachs acted as financial advisor to KYTHERA in connection with, and participated in certain of the negotiations leading to, the Merger. Goldman Sachs also has provided certain financial advisory and/or underwriting services to KYTHERA and/or its affiliates from time to time for which the Investment Banking Division of Goldman Sachs has received, and may receive, compensation, including having acted as lead-left bookrunner to KYTHERA's March 2015 follow-on equity financing. During the two-year period ended June 17, 2015, the Investment Banking Division of Goldman Sachs had received aggregate compensation for financial advisory and/or underwriting services provided to KYTHERA and/or its affiliates of approximately \$3.3 million. During the two-year period ended June 17, 2015, the Investment Banking Division of Goldman Sachs had not provided any financial advisory and/or underwriting services for Allergan (formerly Actavis plc) for which it received compensation. Goldman Sachs may also in the future provide financial advisory and/or underwriting services to KYTHERA, Allergan and their respective affiliates for which the Investment Banking Division of Goldman Sachs may receive compensation.

The KYTHERA Board selected Goldman Sachs as its financial advisor because it is an internationally recognized investment banking firm that has substantial experience in transactions similar to the Merger. Pursuant to a letter agreement dated May 27, 2015, KYTHERA engaged Goldman Sachs to act as its financial advisor in connection with the Merger. Pursuant to the terms of the engagement letter, KYTHERA has agreed to pay Goldman Sachs a transaction fee of \$24.2 million in connection with the Merger, all of which is payable contingent upon consummation of the Merger. In addition, KYTHERA has agreed to reimburse Goldman Sachs for certain of its expenses arising out of its engagement, including attorneys' fees and disbursements, and to indemnify Goldman Sachs and related persons

against various liabilities that may arise arising out its engagement, including certain liabilities under the federal securities laws.

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In KYTHERA's press releases announcing its annual operating results, KYTHERA has from time to time provided public guidance as to the sufficiency of its cash and cash equivalents to fund its operating plan over a 12-month period, its projected year-end cash balance, and general guidance as to expected increases in costs as KYTHERA has prepared for the commercial launch of its primary product, KYBELLA. KYTHERA's press release announcing its annual operating results for 2014 stated that KYTHERA believed its existing cash and cash equivalents would allow it to fund its operations through at least the next 12 months, and was furnished to the SEC on Form 8-K on March 2, 2015. KYTHERA does not otherwise publicly disclose projections as to future revenues, earnings or other results due to, among other reasons, the uncertainty and subjectivity of the underlying assumptions and estimates.

In the normal course of business planning, each year KYTHERA's management prepares, for internal use, certain unaudited prospective financial information with respect to KYTHERA's business plans for the immediately succeeding five-year period. This unaudited prospective financial information is part of its annual internal financial planning processes and is discussed, reviewed and approved by the KYTHERA Board annually. Consistent with the normal course of business, KYTHERA's management prepared during the second half of 2014, and completed in December 2014, for internal use, certain unaudited prospective financial information with respect to KYTHERA's business plans for fiscal years 2015 through 2019 (referred to in this proxy statement/prospectus as the "Long-Range Plan"). The Long-Range Plan was presented by KYTHERA management to the KYTHERA Board for their review and approval at a meeting of the KYTHERA Board on December 4, 2014. Consistent with the normal course of business, KYTHERA's management prepared during the second half of 2014, and completed in December 2014, for internal use, certain unaudited projected revenues with respect to potential co-promotion and partnership arrangements outside of the U.S. with respect to KYBELLA for fiscal years 2015 through 2024 (referred to in this proxy statement/prospectus as the "Ex-U.S. Revenue Models"), which formed the basis for a corporate strategy review with the KYTHERA Board in September 2014. In March 2015, members of KYTHERA's senior management requested that Goldman Sachs begin to prepare for a discussion with the KYTHERA Board at a regularly scheduled meeting of the KYTHERA Board on June 2, 2015 and provided Goldman Sachs with the Long-Range Plan and the Ex-U.S. Revenue Models in connection with Goldman Sachs' preparation of a preliminary financial analysis of KYTHERA for such meeting. The Long-Range Plan and Ex-U.S. Revenue Models were developed at a different time, using different assumptions and for a different purpose than, and are independent from, the April 27, 2015 Preliminary Unaudited Prospective Financial Information, the May 26, 2015 Preliminary Unaudited Prospective Financial Information and the Final Unaudited Prospective Financial Information described below.

After the receipt by KYTHERA from Allergan, on April 23, 2015, of a written preliminary non-binding expression of interest in an acquisition of KYTHERA by Allergan, KYTHERA's management prepared an initial set of long-range probability adjusted prospective financial information for KYTHERA with respect to fiscal years 2015 through 2030 (such long-range probability adjusted prospective financial information for KYTHERA, which was prepared by KYTHERA's management and presented at the April 27, 2015 meeting of the KYTHERA Board, referred to in this proxy statement/prospectus as the "April 27, 2015 Preliminary Unaudited Prospective Financial Information"). The April 27, 2015 Preliminary Unaudited Prospective Financial Information was presented to the KYTHERA Board at its meeting held on April 27, 2015 and used by Goldman Sachs in connection with Goldman Sachs' preparation of a preliminary financial analysis with respect to KYTHERA that was also presented at the KYTHERA Board meeting held on April 27, 2015. Following the April 27, 2015 meeting of KYTHERA's Board, KYTHERA's management updated the April 27, 2015 Preliminary Unaudited Prospective Financial Information on two occasions, in each case to further refine certain of the assumptions and estimates included therein to better reflect the information available to KYTHERA's management at the time of each such update. The first update of the long-range probability adjusted prospective financial information for KYTHERA was prepared by KYTHERA's management, presented to the KYTHERA Board at its meeting held on May 26, 2015 and used by Goldman Sachs in connection with Goldman

Sachs' preparation of a preliminary financial analysis with respect to KYTHERA that was also presented at the KYTHERA Board meeting held on May 26, 2015 (such long-range probability adjusted prospective financial

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information for KYTHERA which was prepared by KYTHERA's management and presented at the May 26, 2015 meeting of the KYTHERA Board is referred to in this proxy statement/prospectus as the May 26, 2015 Preliminary Unaudited Prospective Financial Information). The second and final update of the long-range probability adjusted prospective financial information for KYTHERA was prepared by KYTHERA's management, presented to the KYTHERA Board at its meetings held on June 2, 2015 and June 16, 2015 and used by Goldman Sachs in connection with Goldman Sachs' preparation of its financial analysis of the Merger Consideration that was also presented at the KYTHERA Board meetings held on June 2, 2015 and June 16, 2015 (such long-range probability adjusted prospective financial information for KYTHERA which was prepared by KYTHERA's management and presented at the KYTHERA Board meetings held on June 2, 2015 and June 16, 2015 is referred to in this proxy statement/prospectus as the Final Unaudited Prospective Financial Information).

KYTHERA did not provide any financial forecasts, including the Long-Range Plan, the Ex-U.S. Revenue Models, the April 27, 2015 Preliminary Unaudited Prospective Financial Information, the May 26, 2015 Preliminary Unaudited Prospective Financial Information or the Final Unaudited Prospective Financial Information (each referred to in this proxy statement/prospectus as a Forecast and collectively, referred to in this proxy statement/prospectus as, the Forecasts), to Allergan or any other third parties in connection with a potential acquisition of KYTHERA. KYTHERA is including the Final Unaudited Prospective Financial Information in this proxy statement/prospectus solely because it was the most recent financial information made available to Goldman Sachs in connection with its financial analysis and to the KYTHERA Board in connection with its evaluation of the Merger. The Long-Range Plan, the Ex-U.S. Revenue Models, the April 27, 2015 Preliminary Unaudited Prospective Financial Information and the May 26, 2015 Preliminary Unaudited Prospective Financial Information made available to the KYTHERA Board were not relied upon by the KYTHERA Board in reaching its determination on June 16, 2015 to approve the Merger Agreement and the transactions contemplated thereby and to recommend that KYTHERA's stockholders vote to adopt the Merger Agreement, and the Final Unaudited Prospective Financial Information was the only Forecast approved by KYTHERA for use by Goldman Sachs in connection with rendering its oral opinion delivered to the KYTHERA Board, which was subsequently confirmed by delivery of a written opinion dated as of June 17, 2015, and performing its financial analysis in connection therewith.

KYTHERA's internally prepared Final Unaudited Prospective Financial Information was based solely upon information available to KYTHERA's management as of the date in the second quarter of fiscal 2015 and estimates and assumptions made by KYTHERA's management as of the date in the second quarter of fiscal 2015 when the Final Unaudited Prospective Financial Information was prepared. Similarly, each other Forecast internally prepared by KYTHERA was based solely upon information available to KYTHERA's management at the time such Forecast was prepared and estimates and assumptions made by KYTHERA's management at such time, and each such Forecast speaks only as of the time that such Forecast was prepared. As a result, the Final Unaudited Prospective Financial Information and each other Forecast does not necessarily reflect KYTHERA's current estimates and does not take into account any circumstances or events occurring after the date it was prepared, and some or all of the assumptions made regarding, among other things, the timing of certain occurrences or impacts, may have changed since such date. In addition, the Final Unaudited Prospective Financial Information and each other Forecast does not give effect to the Merger or any changes to KYTHERA's operations or strategy that may be implemented as a result of the announcement of the Merger or following the consummation of the Merger or to any costs incurred in connection with the Merger. Further, the Final Unaudited Prospective Financial Information and each other Forecast does not take into account the effect of any failure of the consummation of the Merger to occur and should not be viewed as accurate or continuing in that context.

The Final Unaudited Prospective Financial Information and each other Forecast was necessarily based on a variety of assumptions and estimates. Certain of these assumptions and estimates either have not or may not be realized. All such estimates and assumptions are inherently subject to significant business, economic and competitive uncertainties

and contingencies, all of which are difficult to predict and many of which are beyond KYTHERA's control. The assumptions and estimates used to create the Final Unaudited Prospective Financial

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Information and each other Forecast involve judgments made with respect to, among other things, when KYBELLA and Setipiprant (KYTH-105), KYTHERA's planned product for the treatment of hair loss, would be available in the market, the internal cost of KYBELLA and KYTH-105, product pricing of KYBELLA and KYTH-105, the patient population and adoption rate for KYBELLA and KYTH-105 during the forecast period, the ability of KYTHERA to maintain market share, patient population and adoption rate, selling and marketing expenses, research and development spending, general and administrative expenses, the availability of net operating losses, future global effective income tax rates and other factors described under *Risk Factors* in KYTHERA's annual report on Form 10-K for the fiscal year ended December 31, 2014 and KYTHERA's other filings with the SEC, all of which are difficult to predict and some of which are outside of KYTHERA's control. In addition, the Final Unaudited Prospective Financial Information and each other Forecast covers multiple years, and such information by its nature becomes more uncertain with each successive year. Accordingly, there can be no assurance that any of the assumptions and estimates used to prepare the Final Unaudited Prospective Financial Information or any other Forecast will prove to be accurate, and actual results may differ materially from those shown in the Final Unaudited Prospective Financial Information.

The Final Unaudited Prospective Financial Information is not being included in this proxy statement/prospectus in order to influence any KYTHERA stockholder's decision as to whether or not to adopt the Merger Agreement or whether or not to seek appraisal rights with respect to shares of KYTHERA common stock held by such stockholder. The inclusion of the Final Unaudited Prospective Financial Information in this proxy statement/prospectus should not be regarded as an indication that KYTHERA, Allergan or any of KYTHERA's or Allergan's respective advisors or representatives considered or consider the Final Unaudited Prospective Financial Information to be an accurate prediction of future results or events, and the Final Unaudited Prospective Financial Information should not be relied upon as such. There can be no assurance that KYTHERA's prospective results will be realized or that actual results will not be significantly higher or lower than estimated. None of KYTHERA, Allergan or any of KYTHERA's or Allergan's respective advisors or representatives has made or makes any representation regarding the information contained in the Final Unaudited Prospective Financial Information or any other Forecast or assumes any responsibility for the validity, reasonableness, accuracy or completeness of the Final Unaudited Prospective Financial Information included in this proxy statement/prospectus. In particular, neither KYTHERA nor Allergan has made any representation to any other person concerning the Final Unaudited Prospective Financial Information or any other Forecast.

EXCEPT AS MAY BE REQUIRED BY APPLICABLE SECURITIES LAWS, NONE OF KYTHERA, ALLERGAN OR ANY OF KYTHERA'S OR ALLERGAN'S RESPECTIVE ADVISORS OR REPRESENTATIVES INTENDS TO UPDATE OR OTHERWISE REVISE OR RECONCILE THE FINAL UNAUDITED PROSPECTIVE FINANCIAL INFORMATION OR ANY OTHER FORECASTS TO REFLECT CIRCUMSTANCES EXISTING AFTER THE DATE SUCH FINAL UNAUDITED PROSPECTIVE FINANCIAL INFORMATION OR OTHER FORECASTS, AS APPLICABLE, WAS GENERATED OR TO REFLECT THE OCCURRENCE OF FUTURE EVENTS, EVEN IN THE EVENT THAT ANY OR ALL OF THE ASSUMPTIONS UNDERLYING THE FINAL UNAUDITED PROSPECTIVE FINANCIAL INFORMATION OR OTHER FORECAST ARE SHOWN TO BE IN ERROR. KYTHERA'S STOCKHOLDERS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THE FINAL UNAUDITED PROSPECTIVE FINANCIAL INFORMATION INCLUDED IN THIS PROXY STATEMENT/PROSPECTUS, AND SUCH UNAUDITED PROSPECTIVE FINANCIAL INFORMATION SHOULD NOT BE REGARDED AS AN INDICATION THAT KYTHERA, THE KYTHERA BOARD, GOLDMAN SACHS, ALLERGAN OR ANY OTHER PERSON CONSIDERED, OR NOW CONSIDERS, THEM TO BE RELIABLE PREDICTIONS OF FUTURE RESULTS, AND THEY SHOULD NOT BE RELIED UPON AS SUCH.

The Final Unaudited Prospective Financial Information and each other Forecast was not prepared with a view toward public disclosure, nor was it prepared with a view toward compliance with published guidelines of the SEC or the

guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. The Final Unaudited Prospective Financial Information and

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each other Forecast does not purport to present operations in accordance with U.S. GAAP, and KYTHERA's, Allergan's or any other independent registered public accounting firm has not audited, reviewed, examined, compiled or otherwise applied or performed any procedures with respect to the Final Unaudited Prospective Financial Information or any other Forecast or any information contained therein, nor have they expressed any opinion or given any form of assurance with respect to such information or its reasonableness, achievability or accuracy, and accordingly such registered public accounting firm assumes no responsibility therefor. The reports of the independent registered public accounting firms of KYTHERA and Allergan contained in the Annual Reports of KYTHERA or Allergan on Form 10-K for the year ended December 31, 2014, which are incorporated by reference into this proxy statement/prospectus, relate to the historical financial information of KYTHERA or Allergan. They do not extend to the Final Unaudited Prospective Financial Information or any other Forecast and should not be read to do so.

The Summary P&L and the Unlevered Free Cash Flow & Net Operating Loss Usage tables below together present the Final Unaudited Prospective Financial Information as presented to the KYTHERA Board on June 2, 2015 and on June 16, 2015, the date on which the KYTHERA Board approved the Merger Agreement and the acquisition by Allergan:

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	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
	\$ 118	\$ 206	\$ 234	\$ 302	\$ 340	\$ 399	\$ 474	\$ 535	\$ 559	\$ 567	\$ 570	\$ 575
	14	25	51	59	72	90	110	124	130	137	141	146
	0	0	0	0	0	30	90	180	240	270	300	333
	\$ 132	\$ 232	\$ 285	\$ 361	\$ 412	\$ 519	\$ 674	\$ 839	\$ 929	\$ 974	\$ 1,011	\$ 1,054
	684.8%	75.2%	23.0%	26.7%	14.2%	25.9%	29.9%	24.4%	10.8%	4.8%	3.9%	4.2%
	6	63	105	145	182	221	250	265	273	281	290	299
	NM	NM	68.0%	37.8%	25.6%	21.4%	12.9%	6.2%	3.0%	3.1%	3.1%	3.1%
	\$ 138	\$ 294	\$ 390	\$ 506	\$ 594	\$ 740	\$ 924	\$ 1,104	\$ 1,202	\$ 1,255	\$ 1,301	\$ 1,353
	NM	113.1%	32.6%	29.7%	17.4%	24.5%	24.8%	19.5%	8.9%	4.4%	3.7%	4.0%
	(21)	(50)	(68)	(88)	(104)	(131)	(170)	(223)	(241)	(252)	(262)	(273)
	\$ 117	\$ 244	\$ 322	\$ 418	\$ 490	\$ 609	\$ 753	\$ 881	\$ 961	\$ 1,003	\$ 1,040	\$ 1,080
	84.6%	83.1%	82.6%	82.5%	82.4%	82.3%	81.5%	79.8%	79.9%	79.9%	79.9%	79.8%
	\$ (41)	\$ (36)	\$ (32)	\$ (28)	\$ (28)	\$ (29)	\$ (30)	\$ (31)	\$ (31)	\$ (32)	\$ (32)	\$ (33)
	29.5%	12.3%	8.1%	5.5%	4.7%	3.9%	3.2%	2.8%	2.6%	2.5%	2.5%	2.4%
	\$ (35)	\$ (38)	\$ (43)	\$ (42)	\$ (49)	\$ (63)	\$ (81)	\$ (98)	\$ (107)	\$ (112)	\$ (116)	\$ (121)
	25.3%	12.9%	10.9%	8.2%	8.2%	8.5%	8.7%	8.9%	8.9%	8.9%	8.9%	9.0%
	\$ (63)	\$ (98)	\$ (95)	\$ (101)	\$ (119)	\$ (151)	\$ (195)	\$ (238)	\$ (261)	\$ (273)	\$ (283)	\$ (295)
	46.0%	33.5%	24.4%	20.0%	20.0%	20.5%	21.1%	21.6%	21.7%	21.8%	21.8%	21.8%
	\$ 0	\$ (12)	\$ (23)	\$ (33)	\$ (41)	\$ (50)	\$ (42)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	\$ (22)	\$ 60	\$ 130	\$ 215	\$ 253	\$ 316	\$ 405	\$ 514	\$ 561	\$ 586	\$ 607	\$ 631
	NM	20.3%	33.2%	42.4%	42.6%	42.8%	43.9%	46.6%	46.7%	46.7%	46.6%	46.6%
	NM	NM	117.2%	65.5%	17.9%	25.1%	28.2%	26.8%	9.2%	4.4%	3.6%	3.9%
	\$ (4)	\$ (4)	\$ (5)	\$ (5)	\$ (5)	\$ (5)	\$ (4)	\$ (4)	\$ 5	\$ 9	\$ 11	\$ 14
	0	(22)	(50)	(84)	(98)	(120)	(143)	(163)	(177)	(184)	(188)	(194)
	40.0%	40.0%	40.0%	40.0%	39.6%	38.5%	35.7%	32.0%	31.2%	30.9%	30.4%	30.1%
	\$ (26)	\$ 33	\$ 75	\$ 126	\$ 150	\$ 192	\$ 258	\$ 347	\$ 390	\$ 411	\$ 430	\$ 451

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NM	11.3%	19.2%	24.9%	25.2%	25.9%	27.9%	31.4%	32.4%	32.8%	33.0%	33.3%
NM	NM	125.3%	67.7%	19.2%	27.8%	34.4%	34.6%	12.4%	5.5%	4.6%	4.8%
\$ (0.98)	\$ 1.23	\$ 2.74	\$ 4.53	\$ 5.32	\$ 6.70	\$ 8.89	\$ 11.80	\$ 13.08	\$ 13.62	\$ 14.06	\$ 14.55
26.6	27.0	27.4	27.8	28.2	28.6	29.0	29.4	29.8	30.2	30.6	31.0
\$ 66	\$ 87	\$ 156	\$ 258	\$ 478	\$ 691	\$ 957	\$ 1,294	\$ 1,609	\$ 2,030	\$ 2,472	\$ 2,933
0	0	0	0	0	0	0	0	0	0	0	0
57	59	62	64	67	69	72	75	0	0	0	0
\$ 57	\$ 59	\$ 62	\$ 64	\$ 67	\$ 69	\$ 72	\$ 75	\$ 0	\$ 0	\$ 0	\$ 0

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(1) U.S. revenues for KYBELLA for years 2015–2025 based upon growth of use of KYBELLA among (i) existing facial injectable patients currently receiving injectable aesthetic treatments in a physician’s office (referred to in this proxy statement/prospectus as Experienced Patients), and (ii) persons affected by submental fullness, but naïve to injectable aesthetic treatments (referred to in this proxy statement/prospectus as Naïve Patients). U.S. Revenues for KYBELLA for years 2026–2030 are based upon approximately a 1% annual growth rate with forecasted peak sales of approximately \$750 million in 2030.

(2) Assumes 100% probability of Technical Success for KYBELLA in the U.S. and an assumed price for KYBELLA of \$135 per mL. As used in this proxy statement/prospectus, Technical Success means (i) with respect to revenues in the U.S., that the product has been, or will be, approved by the FDA to be marketed with FDA regulated labeling and (ii) with respect to revenues outside the U.S., that the product has received, or will receive the foreign regulatory approvals required to market and sell the applicable KYTHERA products in the amalgamation of foreign countries where KYTHERA products are anticipated to have revenue (See footnote 6 below). Assumes that KYBELLA has a 100% probability of Technical Success in the U.S. because it has already been approved by the FDA to be marketed with FDA regulated labeling.

The Final Unaudited Prospective Financial Information assumed a \$135/mL price for KYBELLA, which reflected estimates and assumptions made by KYTHERA’s management at the time the Final Unaudited Prospective Financial Information was prepared, and following receipt by KYTHERA, on May 11, 2015, of an external pricing study with respect to KYBELLA that KYTHERA, on February 9, 2015, had commissioned from a global management consulting firm specializing in providing advice on positioning new biotechnology and pharmaceutical products in the market. At the meeting of the KYTHERA Board on June 2, 2015, KYTHERA’s management discussed and reviewed with the KYTHERA Board the results of the external pricing study and other considerations bearing on the appropriate pricing levels for KYBELLA, and the KYTHERA Board authorized KYTHERA’s management to proceed with a launch of KYBELLA at a price ranging from \$135/mL to \$150/mL. At the time the Final Unaudited Prospective Financial Information was prepared, and at the time such Final Unaudited Prospective Financial Information was presented to the KYTHERA Board at the KYTHERA Board meeting held on June 16, 2015, KYTHERA’s management had not yet made a final determination with respect to price in connection with initial product launch of KYBELLA. On June 19, 2015, KYTHERA announced in a press release its final pricing for the initial product launch of KYBELLA of \$150/mL. The final pricing decision for the initial product launch of KYBELLA was made based upon numerous factors, including further review and evaluation of the results of the external pricing study mentioned above and other factors, including assumptions related to the internal cost of KYBELLA and the appropriate dosage for KYBELLA, the patient population and adoption rate for KYBELLA, the ability of KYTHERA to maintain market share, discussions with members of the KYTHERA Board, management’s belief, based upon the information available to management at the time of the final pricing of KYBELLA as to how to best position KYBELLA in the market in connection with its initial product launch and the commencement of sales, and potential reactions of consumers to future changes in price. The Final Unaudited Prospective Financial Information has not been updated or revised to reflect management’s financial pricing decision.

(3) The April 27, 2015 Preliminary Unaudited Prospective Financial Information and May 26, 2015 Preliminary Unaudited Prospective Financial Information, respectively, differed from the Final Unaudited Prospective Financial Information as follows:

April 27, 2015 Preliminary Unaudited Prospective Financial Information Differences between the Final Unaudited Prospective Financial Information and the April 27, 2015 Preliminary Unaudited Prospective Financial Information related to revised assumptions in the Final Unaudited Prospective Financial Information relating to dosage and pricing for KYBELLA in the United States (based upon continued evaluation of how to best position the KYBELLA product

in the market, including consideration of the results of an external pricing study with respect to KYBELLA completed after the preparation of the April 27, 2015 Preliminary Unaudited Prospective Financial Information that, on February 9, 2015, KYTHERA had commissioned from a global management consulting firm specializing in providing advice on positioning new biotechnology and pharmaceutical products in the market), estimated global effective tax rates applicable to KYTHERA over various periods of time (based upon further review and analysis of tax rates that are estimated to be applicable to KYTHERA), and updated estimates for the projected general and administrative (referred to in this proxy statement/prospectus as G&A) expenses, commercial expenses and research and development (referred to in this proxy statement/prospectus as R&D) expenses for 2015-2019 (based in part on changes to the revenue estimates, given that such expenses are estimated in part as a percentage of revenue, and revised management estimates for R&D expenses for the KYTH-105 development program). The April 27, 2015 Preliminary Unaudited Prospective Financial Information assumed, with respect to fiscal years 2015 through 2030, (i) a \$150/mL price for KYBELLA, (ii) peak probability adjusted annual revenue in the U.S. for KYBELLA of approximately \$771 million in 2030 (as compared with peak probability adjusted annual revenue in the U.S. for KYBELLA, with respect to fiscal years 2015 through 2030, of approximately \$750 million in 2030 in the Final Unaudited Prospective Financial Information), (iii) peak probability adjusted annual revenue outside the U.S. for KYBELLA of approximately \$329 million in 2030 (as compared with peak probability adjusted annual revenue outside the U.S. for KYBELLA, with respect to fiscal years 2015 through 2030, of approximately \$329 million in 2030 in the Final Unaudited Prospective Financial Information) and (iv) total peak probability adjusted annual revenue of approximately \$1.557 billion in 2030 (as compared with total peak probability adjusted annual revenue, with respect to fiscal years 2015 through 2030, of approximately \$1.536 billion in 2030 in the Final Unaudited Prospective Financial Information), each of which reflected estimates and assumptions made by KYTHERA's management at the time the April 27, 2015 Preliminary Unaudited Prospective Financial Information was prepared prior to the receipt of the external pricing study mentioned above. The Final Unaudited Prospective Financial Information assumes a 40.0% marginal tax rate through 2019, trending down to 28.8% by 2030 based on estimates of KYTHERA's global effective tax rates largely determined by a higher proportion of earnings outside of the US and in lower tax jurisdictions, whereas the April 27, 2015 Preliminary Unaudited Prospective Financial Information assumed a 40% marginal tax rate through 2020, trending down to 25% through 2025 and 20% from 2026 through 2030.

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May 26, 2015 Preliminary Unaudited Prospective Financial Information Differences between the Final Unaudited Prospective Financial Information and the May 26, 2015 Preliminary Unaudited Prospective Financial Information related to KYTHERA's management's revised assumptions related to G&A and R&D costs (based on updated estimates for the projected R&D expenses for 2015-2019, based on revised estimates for R&D expenses for the KYTH-105 development program) and global effective tax rates applicable to KYTHERA over various periods of time (based upon further review and analysis of tax rates that are estimated to be applicable to KYTHERA). Differences in R&D were primarily driven by additional analysis and review of clinical development costs for KYTH-105 for KYBELLA, updates to 2015 cost estimates for G&A based upon further review and analysis of such cost estimates and revised estimates for global effective tax rates (based upon further review and analysis of tax rates that are estimated to be applicable to KYTHERA). The May 26, 2015 Preliminary Unaudited Prospective Financial Information assumed, with respect to fiscal years 2015 through 2030, (i) a \$135/mL price for KYBELLA, (ii) peak U.S. annual revenue for KYBELLA of approximately \$750 million in 2030 (as compared with peak probability adjusted annual revenue in the U.S. for KYBELLA, with respect to fiscal years 2015 through 2030, of approximately \$750 million in 2030 in the Final Unaudited Prospective Financial Information), (iii) peak probability adjusted annual revenue outside the U.S. for KYBELLA of approximately \$329 million in 2030 (as compared with peak probability adjusted annual revenue outside the U.S. for KYBELLA, with respect to fiscal years 2015 through 2030, of approximately \$329 million in 2030 in the Final Unaudited Prospective Financial Information) and (iv) total peak probability adjusted annual revenue of approximately \$1.536 billion in 2030 (as compared with total peak probability adjusted annual revenue, with respect to fiscal years 2015 through 2030, of approximately \$1.536 billion in 2030 in the Final Unaudited Prospective Financial Information), each of which reflected estimates and assumptions made by KYTHERA's management at the time the May 26, 2015 Preliminary Unaudited Prospective Financial Information was prepared after the receipt of the external pricing study mentioned above. The Final Unaudited Prospective Financial Information assumes a 40.0% marginal tax rate through 2019, trending down to 28.8% by 2030 based on estimates of KYTHERA's global effective tax rates largely determined by a higher proportion of earnings outside of the US and in lower tax jurisdictions, whereas the May 26, 2015 Preliminary Unaudited Prospective Financial Information assumed a 40.7% marginal tax rate through 2018, trending down to 27.0% by 2030.

- (4) For simplicity purposes, Setipiprant (KYTH-105) projected revenue was included in the Total U.S. Revenue line item; however, the Setipiprant (KYTH-105) revenue projections represents the estimated total commercial opportunity with respect to Setipiprant (KYTH-105) and such revenue projections were not broken out by geographic region. Assumes a 30% probability of Technical Success of Setipiprant (KYTH-105) with initial commercial sales in 2021 and non-probability adjusted revenues growing to a peak of approximately \$1.5 billion by 2030. Assumption that Setipiprant (KYTH-105) has a 30% probability of Technical Success has been estimated based on a combination of factors, including (i) the fact that Setipiprant (KYTH-105) is a Phase II drug with a strong safety profile, but untested point of control, (ii) review of certain studies, such as the study by FDAReview.org, which show that approximately 48% of Phase II drugs advance to the Phase III stage, 64% of Phase III drugs advance to the New Drug Application (referred to in this proxy statement/prospectus as the NDA) stage, and 90% of drugs that reach the NDA stage are approved by the FDA and (iii) the regulatory standards and approaches to approval in geographical regions (e.g., EU) and individual foreign countries vary.
- (5) Ex-U.S. Total Revenue only addresses revenue outside of the U.S. for KYBELLA. Assumes an 80% probability of success of KYBELLA outside of the U.S.: (i) with commercialization model comprised of co-promotion agreements in Germany, France, Spain, UK, Canada, Brazil, Switzerland, Italy and Australia beginning in 2016 ending in 2022, and KYTHERA obtaining 100% control in certain jurisdictions in 2022 and 2023, and obtaining 100% in all jurisdictions by 2024, reaching annual non-probability adjusted revenue of approximately \$270

million in 2024 (with revenues increasing by approximately 2% thereafter) and (ii) commercial models comprised of partnerships in countries outside of Germany, France, Spain, UK, Switzerland, Italy and Australia beginning in 2017, reaching annual non-probability adjusted revenues of approximately \$70 million by 2024 (with revenues increasing by approximately 7% annually thereafter). Assumption that KYBELLA has an 80% probability of Technical Success outside of the U.S. has been estimated based on a combination of factors, including the fact that (i) KYBELLA has already been approved in the U.S. by the FDA to be marketed with FDA approved labeling and (ii) the regulatory standards and approaches to approval in geographical regions (e.g., EU) and individual foreign countries vary.

- (6) Assumes, through the forecast period, that the cost of goods sold, inclusive of royalties paid to third parties, are (i) 15% of sales of KYBELLA in the U.S.; (ii) 25% of sales of KYBELLA for countries where KYTHERA operates under co-promotion agreements and 15% of sales of KYBELLA under partnership agreements in countries operating under partnership commercial; and (iii) 20% of sales of Setipiprant (KYTH-105).
- (7) R&D expenses for years 2015 – 2021 are based on specific estimates for each of those years, including estimates for development costs associated with Setipiprant (KYTH-105). For years 2022 – 2030, R&D costs are assumed to continue at an annual run-rate of approximately \$30 million, adjusted for inflation.
- (8) G&A expenses for years 2015 – 2019 are based on specific estimates for each of those years. For years 2020 – 2030 with respect to G&A expenses for the U.S., G&A expenses are assumed to be 10% of sales. For years 2020 – 2030 with respect to G&A expenses outside the U.S., G&A expenses are based on specific estimates for each of those years.
- (9) Commercial/Sales expenses for years 2015 – 2019 are based on specific estimates for each of those years. For years 2020 – 2030 with respect to Commercial/Sales expenses for the U.S., Commercial/Sales expenses are assumed to be 25% of sales. For years 2020 – 2030 with respect to Commercial/Sales expenses outside the U.S., Commercial/Sales expenses are based on specific estimates for each of those years.

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- (10) Profit split outside of the U.S. represents the projected amounts to be earned (i) to parties to co-promotion agreements in Germany, France, Spain, UK, Canada, Brazil, Switzerland, Italy and Australia, with such profit split outside of the U.S. to be subject to arms length negotiations with each party to such co-promotion agreements until such time as KYTHERA gains 100% control of the territory, at which time the other party s earn a royalty based on sales; and (ii) to parties to partnership agreements in countries outside of Germany, France, Spain, UK, Switzerland, Italy and Australia, where KYTHERA will earn 50% of the revenues generated under such partnership agreements, less cost of goods sold.
- (11) As used in this section of this proxy statement/prospectus, EBIT represents net income before considering interest income / (expense) or tax expense. KYTHERA calculates EBIT as total revenue, minus cost of goods sold, minus R&D expenses, minus G&A expenses, minus commercial expenses, minus profit split outside of the U.S.
- (12) Interest expenses are based on the amortization schedule pursuant to a note issued by KYTHERA in favor of Bayer Consumer Care AG with a principal amount of \$51.0 million, which bears interest at a 5% annual rate. The Bayer Note is expected to be repaid by 2024. Interest income is a function of excess cash invested and assumes a 0.5% interest rate on cash balances.
- (13) Assumes a 40.0% marginal tax rate through 2019, trending down to 28.8% by 2030 based on estimates of KYTHERA s global effective tax rates largely determined by higher proportion of earnings outside of the US and in lower tax jurisdictions.
- (14) Weighted average shares outstanding (WASO) are based on the estimated weighted average shares outstanding as of December 31, 2014, adjusted for shares issued in March 2015 financing, through 2019, and beyond 2019 increased for estimated shares issued resulting from options being exercised.
- (15) Assumes maximum deferral (80%) of interest expense accrues to principal as payment-in-kind.

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Year ended March 31 ⁽¹⁶⁾	2Q-4Q 2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Revenue	\$ (104)	\$ (22)	\$ 60	\$ 130	\$ 215	\$ 253	\$ 316	\$ 405	\$ 514	\$ 561	\$ 586	\$ 607	\$ 631
Cost of sales	0	0	(24)	(52)	(86)	(100)	(122)	(145)	(164)	(175)	(181)	(185)	(190)
Operating profit ⁽¹⁷⁾	0	1	1	1	1	1	1	1	1	1	1	1	1
Operating expense ⁽¹⁸⁾	(13)	(38)	(49)	(47)	(60)	45	(4)	(15)	(32)	(19)	(10)	(9)	(10)
Operating profit ⁽¹⁹⁾	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Operating profit ⁽²⁰⁾	\$ (117)	\$ (61)	\$ (13)	\$ 31	\$ 69	\$ 197	\$ 190	\$ 245	\$ 317	\$ 367	\$ 394	\$ 413	\$ 431

R&D Tax Credits

	\$ (107)	\$ (26)	\$ 56	\$ 125	\$ 210	\$ 248	\$ 312	\$ 401	\$ 510	\$ 567	\$ 595	\$ 618	\$ 645
	\$ 237	\$ 353	\$ 380	\$ 324	\$ 199	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating profit	\$ 107	\$ 26	\$ (56)	\$ (125)	\$ (199)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	\$ 344	\$ 380	\$ 324	\$ 199	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	\$ 0	\$ 0	\$ 0	\$ 0	\$ 11	\$ 8	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2
	\$ 0	\$ 0	\$ 22	\$ 50	\$ 90	\$ 8	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2
	40.0	40.0	40.0	40.0	40.0	39.6	38.5	35.7	32.0	31.2	30.9	30.4	30.1

(16) See footnotes (2) and (3) of the table above with respect to differences in assumptions underlying the Final Unaudited Prospective Financial Information when compared with the April 27, 2015 Preliminary Unaudited Prospective Financial Information and the May 26, 2015 Preliminary Unaudited Prospective Financial Information.

(17) Assumes annual depreciation of \$500,000 throughout the forecast period.

(18) Inventory forecasts generally assumed to cover approximately one year of the future year's cost of goods sold forecasts through year end 2020 and stepping down to cover approximately one quarter of cost of goods sold forecasts thereafter. Accounts receivables forecasts assumed to be 60 days sales outstanding throughout the forecast period. Accounts payable forecasts assumed to be 30 days payables outstanding throughout the forecast period.

(19) Assumes annual capital expenditures of \$1 million throughout the forecast period.

(20) Unlevered Free Cash Flow is calculated as EBIT, minus tax expense, minus depreciation and amortization, plus or minus, as applicable, the increase or decrease in working capital, minus capital expenditures.

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Although presented with numerical specificity, the Final Unaudited Prospective Financial Information and each of the other Forecasts reflect numerous assumptions and estimates as to future events made by the management of KYTHERA, including certain forecasts relating to the commercialization, launch, market size and growth rates, sales and market share, patient population and adoption rate, pricing, levels of costs and operating expenses, receipt and timing of regulatory approvals, licensing and probability of success of KYTHERA's products, the availability of net operating loss carryforwards and effective tax rates, all of which are difficult to predict and many of which are beyond KYTHERA's control. Moreover, the Final Unaudited Prospective Financial Information and each of the other Forecasts are based on certain future business decisions that are subject to change. At the time the unaudited prospective financial information was prepared, KYTHERA's management believed such assumptions and estimates were reasonable. There can be no assurance that the assumptions and estimates used to prepare the Final Unaudited Prospective Financial Information or any of the other Forecasts will prove to be accurate, and actual results may differ materially from those contained in the Final Unaudited Prospective Financial Information or such other Forecast, as applicable. The inclusion of the Final Unaudited Prospective Financial Information in this proxy statement/prospectus should not be regarded as an indication that such unaudited prospective financial information will be predictive of actual future results, and the Final Unaudited Prospective Financial Information should not be relied upon as such. The Final Unaudited Prospective Financial Information and each of the other Forecasts are forward-looking statements.

The inclusion of the Final Unaudited Prospective Financial Information herein should not be deemed an admission or representation by KYTHERA, Allergan or Merger Sub that it is viewed by KYTHERA, Allergan or Merger Sub as material information of KYTHERA, and in fact, none of KYTHERA, Allergan or Merger Sub view the Final Unaudited Prospective Financial Information as material because of the inherent risks and uncertainties associated with such long-term projections. The Final Unaudited Prospective Financial Information should be read together with the historical financial statements of KYTHERA, which have been filed with the SEC and incorporated by reference herein, and the other information regarding KYTHERA contained elsewhere and incorporated by reference in this proxy statement/prospectus. KYTHERA stockholders are urged to review KYTHERA's most recent SEC filings for a description of KYTHERA's reported and anticipated results of operations and financial condition and capital resources during 2015, including *Management's Discussion and Analysis of Financial Condition and Results of Operations* in KYTHERA's Quarterly Report on Form 10-Q for the first quarter ended March 31, 2015, which is incorporated by reference into this proxy statement/prospectus.

KYTHERA DOES NOT INTEND TO, AND DISCLAIMS ANY OBLIGATION TO, UPDATE, CORRECT OR OTHERWISE REVISE THE ABOVE FINAL UNAUDITED PROSPECTIVE FINANCIAL INFORMATION OR ANY OTHER FORECAST TO REFLECT CIRCUMSTANCES EXISTING AFTER THE DATE WHEN SUCH FINAL UNAUDITED PROSPECTIVE FINANCIAL INFORMATION OR OTHER FORECAST, AS APPLICABLE, WAS PREPARED OR TO REFLECT THE OCCURRENCE OF EVENTS OCCURRING AFTER THE DATE WHEN SUCH FINAL UNAUDITED PROSPECTIVE FINANCIAL INFORMATION OR OTHER SUCH FORECAST, AS APPLICABLE, WAS PREPARED, EVEN IN THE EVENT THAT ANY OR ALL OF THE ASSUMPTIONS UNDERLYING SUCH FINAL UNAUDITED PROSPECTIVE FINANCIAL INFORMATION OR OTHER SUCH FORECAST, AS APPLICABLE, ARE NO LONGER APPROPRIATE (EVEN IN THE SHORT-TERM), EXCEPT AS MAY BE REQUIRED BY LAW.

Allergan's Reasons for the Merger

Allergan believes that the acquisition of KYTHERA will enhance and complement its global facial aesthetics portfolio, and continue to position Allergan for long-term growth. The Allergan board of directors considered many factors in making its determination that the terms of the Merger are advisable, consistent with and in furtherance of the strategies and goals of Allergan and are in the best interests of Allergan and the Allergan shareholders. In arriving

at its decision the Allergan board of directors consulted with Allergan's management, legal advisors and other representatives, reviewed a significant amount of information, considered a number of factors in its deliberations, including the risk factors described above and the business, assets, liabilities, results of operations, financial performance, strategic direction and prospects of KYTHERA, and concluded that the

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Merger is likely to result in strategic and financial benefits to Allergan and its shareholders. In view of the variety of factors considered in connection with its evaluation of the combination, the Allergan board of directors did not find it practicable to, and did not, quantify or otherwise assign relative weights to the specific factors considered in reaching its determination and recommendation. In addition, individual directors may have given different weights to different factors. The Allergan board of directors did not undertake to make any specific determination as to whether any factor, or any particular aspect of any factor, supported or did not support its ultimate determination. The Allergan board of directors based its approval of the Merger and the transactions contemplated by the Merger Agreement on the totality of the information presented and the factors it considered.

Board of Directors and Executive Officers after the Merger

The directors of KYTHERA and its subsidiaries will resign as of the effective time of the Merger. The composition of Allergan's board of directors and executive officers is not anticipated to change in connection with the completion of the Merger. For additional information about the members of the Allergan board of directors, see the documents listed under *Where You Can Find More Information* beginning on page [] of this proxy statement/prospectus.

Interests of KYTHERA's Directors and Executive Officers in the Merger

In considering the recommendation of the KYTHERA Board that KYTHERA stockholders vote to approve the Merger Proposal, KYTHERA stockholders should be aware that KYTHERA's directors and executive officers have interests in the Merger that are different from, or in addition to, the interests of KYTHERA's stockholders generally. The members of the KYTHERA Board were aware of the different or additional interests and considered these interests, among other matters, in evaluating and negotiating the Merger Agreement, and in recommending to the stockholders of KYTHERA that the Merger Proposal be approved. See the section entitled *Recommendation of the KYTHERA Board and KYTHERA's Reasons for the Merger* beginning on page [] of this proxy statement/prospectus. KYTHERA's stockholders should take these interests into account in deciding whether to vote FOR the Merger Proposal. These interests are described in more detail below, and certain of them are quantified in the narrative and the table below.

Treatment of KYTHERA Stock Options and Other KYTHERA Equity Awards

Under the Merger Agreement, the equity awards held by KYTHERA's directors and executive officers as of the effective time of the Merger will be treated as follows:

Stock Options. As of the effective time of the Merger, each KYTHERA Stock Option granted under any KYTHERA equity plan (except as described below for vested KYTHERA Stock Options held by non-employee holders) that is outstanding and unexercised immediately prior to the effective time of the Merger, whether or not then vested or exercisable, will be assumed by Allergan and will be converted into an Allergan Stock Option. Each such Allergan Stock Option as so assumed and converted will continue to have, and will be subject to, the same terms and conditions as applied to the KYTHERA Stock Option immediately prior to the effective time of the Merger (but taking into account any changes thereto provided for in the applicable KYTHERA equity plan, in any award agreement or in the KYTHERA Stock Option by reason of the Merger Agreement or the Merger, including the Equity Award Amendment). As of the effective time of the Merger, each such Allergan Stock Option as so assumed and converted will be exercisable for that whole number of Allergan ordinary shares (rounded down to the nearest whole share) equal to the product of (i) the number of shares of KYTHERA common stock subject to such KYTHERA Stock Option immediately prior to the effective time of the Merger multiplied by (ii) the Stock Award Exchange Ratio, and have an exercise price per Allergan ordinary share (rounded down to the nearest whole cent) equal to the quotient obtained by dividing (x) the per share exercise price of KYTHERA common stock of such KYTHERA Stock Option

by (y) the Stock Award Exchange Ratio.

Vested Stock Options Held by KYTHERA Non-Employee Holders. At the effective time of the Merger, each vested and outstanding KYTHERA Stock Option held by any KYTHERA non-employee director or any Non-Continuing Employee will be cancelled and converted into the right to receive an amount in cash, without

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interest, equal to the product of (i) the number of shares of KYTHERA common stock subject to such KYTHERA Stock Option immediately prior to the effective time of the Merger multiplied by (ii) the excess, if any, of (A) \$75.00 less (B) the per share exercise price of such KYTHERA Stock Option, subject to applicable withholding taxes. Such cash amount will be rounded up to the nearest whole cent if half a cent or more or down to the nearest whole cent if less than half a cent.

Acceleration for Non-Employee Directors. Pursuant to the terms and conditions of KYTHERA's non-employee director compensation program, the vesting of all outstanding KYTHERA Equity Awards held by the non-employee directors of KYTHERA will accelerate in full immediately prior to (and subject upon) the consummation of the Merger. As a result, all KYTHERA Stock Options held by non-employee directors will be cashed out as described in the section entitled *Vested Stock Options held by KYTHERA Non-Employee Holders* above. No non-employee director holds any KYTHERA RSU Awards or KYTHERA Restricted Share Awards.

Acceleration of Assumed KYTHERA Equity Awards. Pursuant to an amendment (referred to in this proxy statement/prospectus as the *Equity Award Amendment*) passed by the KYTHERA Board in connection with signing the Merger Agreement, (i) 50% of the unvested shares subject to KYTHERA Equity Awards assumed in the Merger will become vested and, if applicable, exercisable on the 90th day following the consummation of the Merger and (ii) any KYTHERA Equity Awards assumed in the Merger that are unvested on the first anniversary of the consummation of the Merger will be immediately vested and, if applicable, exercisable in full as of such date.

No non-employee director or executive officer of KYTHERA holds any outstanding KYTHERA Restricted Share Awards or KYTHERA RSU Awards. For an estimate of the amounts that would be payable to each of KYTHERA's named executive officers on settlement of their unvested KYTHERA Stock Options, see the section entitled

Quantification of Payments and Benefits to KYTHERA's Named Executive Officers beginning on page [] of this proxy statement/prospectus. The estimated aggregate amount that would be payable to KYTHERA's executive officers who are not named executive officers in settlement of their unvested KYTHERA Stock Options if the Merger were completed on July 10, 2015 and they were to experience a qualifying termination immediately following such date is \$8,119,852. We estimate that the aggregate amount that would be payable to KYTHERA's non-employee directors for their unvested KYTHERA Stock Options assuming that the Merger were completed on July 10, 2015 is \$5,116,503. The amounts above are determined using a per share price of KYTHERA common stock of \$75.00 and the other assumptions in footnote 2 of the table under the section entitled *Quantification of Payments and Benefits to KYTHERA's Named Executive Officers*.

Change in Control Plan

Each of KYTHERA's executive officers is a participant in the CiC Plan, which covers all employees of KYTHERA who are at the levels of Vice President and above. In the context of the Merger, the CiC Plan provides certain change in control separation benefits in the event that, within the period commencing 3 months prior to the Merger and ending 18 months after the Merger, the executive's employment is terminated (i) by KYTHERA (or a successor entity) other than for cause (as defined in the CiC Plan) or (ii) by the executive for good reason (as defined in the CiC Plan).

Under the CiC Plan, if an executive above the level of Vice President experiences a qualifying termination, the executive is entitled to:

a cash payment equal to 1.0 (or 1.5 for Mr. Leonard) times the sum of (i) the executive's annual base salary and (ii) the executive's target annual bonus, payable in a lump sum on the first payroll

date following the date the executive's general release of claims becomes effective and irrevocable;

company-paid continuation of medical, dental and vision benefits in accordance with the terms of the KYTHERA welfare benefit plans for up to 12 months (or 18 months for Mr. Leonard);

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if the executive has elected coverage under KYTHERA's high deductible health plan, a cash payment equal to 1.0 (or 1.5 for Mr. Leonard) times the full amount of healthcare savings account contributions KYTHERA intended to make in the year in which the executive terminates employment, without regard to any amount KYTHERA has already made to such executive's healthcare savings account for such year, payable in a lump sum on the first payroll date following the date the executive's general release of claims becomes effective and irrevocable; and

accelerated vesting of all of the executive's then-unvested KYTHERA Equity Awards.

The foregoing payments and benefits are subject to the executive's execution of a release of claims against KYTHERA (or its successor) that becomes irrevocable prior to the 60th day following such executive's qualifying termination. Any severance payable under the CiC Plan will be reduced by any other severance benefits, pay in lieu of notice, or other similar benefits payable to the executives, including under any employment agreement with KYTHERA. Each executive officer is also party to an employment agreement with KYTHERA that provides for certain severance benefits that are equal to or less than the foregoing described benefits, both during a change in control period and outside a change in control period; consequently, the executive officers' benefits under the CiC Plan will be reduced accordingly.

For an estimate of the value of the payments and benefits described above under the CiC Plan that would be payable to each of KYTHERA's named executive officers, see the section entitled *Quantification of Payments and Benefits to KYTHERA's Named Executive Officers* beginning on page [] of this proxy statement/prospectus. The estimated aggregate severance amount that would be payable to KYTHERA's other executive officers as a group under the CiC Plan if the Merger was to be completed and they were to experience a qualifying termination on July 10, 2015 is \$1,418,125 plus \$8,119,852 for their unvested and accelerated KYTHERA Stock Options. The amounts above are determined using a per share price of KYTHERA common stock of \$75.00 and the other assumptions in footnote 2 of the table under the section entitled *Quantification of Payments and Benefits to KYTHERA's Named Executive Officers*.

Bonus Plan

In connection with the signing of the Merger Agreement, the KYTHERA Board approved an amendment to the Bonus Plan, under which KYTHERA awards cash bonuses to employees based upon the attainment of the certain performance goals. Pursuant to the amendment, in the event a participant in the Bonus Plan becomes entitled to receive severance under one of KYTHERA's benefit plans, including the CiC Plan, then he or she will be entitled to receive a pro-rata bonus payment (or full bonus payment if such termination occurs after December 31, 2015 but before 2015 bonuses are paid), calculated by multiplying the target bonus potential for him or her by a fraction, the numerator of which is the number of days in 2015 through the date of termination, and the denominator of which is 365, payable in accordance with KYTHERA's standard payroll practices as soon as reasonably practicable following the date of such termination, if he or she executes, and does not revoke, a release and otherwise satisfies the provisions of the applicable severance agreement or plan entitling such participant to such bonus.

For an estimate of the value of the potential pro-rata bonus payments for 2015 that may be payable to each of KYTHERA's named executive officers, see the section entitled *Quantification of Payments and Benefits to KYTHERA's Named Executive Officers* beginning on page [] of this proxy statement/prospectus. The estimated aggregate amount of the potential pro-rata bonus payments for 2015 that may be payable to KYTHERA's other executive officers as a group if the Merger were completed on July 10, 2015, assuming they experienced a qualifying termination on such date and were entitled to receive severance under the CiC Plan, is \$195,759.

Retention Bonus Plan

In connection with the Merger, KYTHERA has adopted the Retention Plan, under which KYTHERA may provide cash incentive bonus compensation to key employees from a retention bonus pool of up to \$3 million in

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the aggregate, with the eligible recipients of such cash incentive bonuses to be determined by the plan administrator in order to incentivize such individuals to continue their employment with KYTHERA through the closing of the Merger. Each retention bonus under the Retention Plan is equal to an amount to be designated in writing by the plan administrator, provided that such employee remains continuously employed by KYTHERA from June 16, 2015 through the earliest of (i) the consummation of the Merger, (ii) the termination of such employee's employment by KYTHERA for other than cause (as defined in the Retention Plan) or (iii) the resignation of such employee's employment with KYTHERA for good reason (as defined in the Retention Plan). The plan administrator has not selected who will participate in the Retention Plan or determined the individual amounts to be awarded under the Retention Plan.

While the plan administrator has not selected any participants in the Retention Plan, for the maximum value of the potential retention bonus payments that could be payable to each of KYTHERA's named executive officers, see the section entitled *Quantification of Payments and Benefits to KYTHERA's Named Executive Officers* beginning on page [] of this proxy statement/prospectus. In addition, the maximum estimated aggregate amount of the potential retention bonus payments that may be payable to KYTHERA's other executive officers as a group if the Merger were completed on July 10, 2015 is \$3,000,000, assuming that the entire aggregate bonus pool under the Retention Plan were awarded to KYTHERA's executives.

Indemnification and Insurance

Pursuant to the terms of the Merger Agreement, KYTHERA's directors and executive officers will be entitled to certain ongoing indemnification, advancement of expenses and coverage under directors' and officers' liability insurance policies from the Surviving Corporation. Such indemnification, advancement of expenses and insurance coverage is further described in the section entitled *The Merger Agreement Indemnification; Directors' and Officers' Insurance* beginning on page [] of this proxy statement/prospectus.

Quantification of Payments and Benefits to KYTHERA's Named Executive Officers

In accordance with Item 402(t) of Regulation S-K, the table below sets forth the amount of payments and benefits that each of KYTHERA's named executive officers would receive in connection with the Merger, assuming that the Merger was consummated and each such executive officer experienced a qualifying termination on July 10, 2015. The amounts below are determined using a per share price of KYTHERA common stock of \$75.00. As a result of the foregoing assumptions, the actual amounts, if any, to be received by a named executive officer may materially differ from the amounts set forth below.

Name	Cash (\$)⁽¹⁾	Equity (\$)⁽²⁾	Perquisites/ Benefits (\$)⁽³⁾	Total (\$)
Keith R. Leonard, Jr.	4,488,438	8,424,719	32,087	12,945,244
John W. Smither	3,588,826	2,696,242	14,805	6,299,873
Frederick Beddingfield, III, M.D., Ph.D.	3,668,854	4,016,257	21,392	7,706,504

- (1) Amount represents the cash severance that the named executive officer is eligible to receive, in the aggregate, under the CiC Plan and his individual employment agreement, as well as the named executive officer's 2015 pro-rata cash bonus under the Bonus Plan plus the maximum retention bonus payment payable under the Retention Plan, under which the total retention bonus pool is \$3,000,000 (since the plan administrator has not

selected participants or bonus amounts under the Retention Plan). Cash severance would be payable in a lump sum upon a double-trigger qualifying termination, as described above in *Change in Control Plan*, within the period of time commencing 3 months prior to the consummation of the Merger and ending 18 months following the consummation of the Merger. In such an event, each named executive officer would be entitled to receive a cash payment equal to 1.0 (or 1.5 for Mr. Leonard) times the sum of (i) the named executive officer's annual base salary and (ii) the named executive officer's target annual bonus. In addition, the named executive officers are eligible for a cash

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payment equal to 1.0 (or 1.5 for Mr. Leonard) times the full amount of healthcare savings account contributions KYTHERA intended to make in the year in which the named executive officer terminates employment, without regard to any amount KYTHERA has already made to the named executive officer's healthcare savings account for such year.

Under the Bonus Plan, if the named executive officer becomes entitled to receive severance under a KYTHERA benefit plan or agreement, such as the CiC Plan, upon a qualifying termination of employment, the named executive officer's award under the applicable Bonus Plan will be prorated to the effective date of the qualifying termination and all performance objectives will be deemed to be met at target. Payment of pro-rated bonuses under the Bonus Plan would be based on a double trigger, i.e., the occurrence of the Merger and a qualifying termination following such change in control that entitles the individual to severance benefits (such as under the CiC Plan).

The amount also includes a retention cash bonus payment under the Retention Plan. Since the plan administrator has not selected participants or bonus amounts, the table below shows the maximum values each named executive officer could receive under the Retention Plan, assuming only such named executive officer was selected to receive the entire aggregate bonus pool under the Retention Plan, under which the total bonus retention pool is \$3,000,000. Payment of bonuses under the Retention Plan would be based on a single trigger, i.e., the occurrence of the Merger, subject to the named executive officer remaining employed with KYTHERA through the consummation of the Merger.

The following table quantifies each separate form of cash compensation included in the aggregate total reported in the column. With respect to the pro-rata bonus payment under the Bonus Plan, the table quantifies the pro-rata bonus that would be paid upon a qualifying termination on July 10, 2015.

Name	Base Salary Component of Severance (\$)	Bonus Component of Severance (\$)	Health Plan Contribution Component of Severance (\$)	2015 Pro- Rated Bonus (\$)	Retention Plan Bonus (\$)
Keith R. Leonard, Jr.	819,060	491,436	6,500	171,442	3,000,000
John W. Smither	363,090	145,236	4,500	76,000	3,000,000
Frederick Beddingfield, III, M.D., Ph.D.	412,818	165,127	4,500	86,409	3,000,000

- (2) Pursuant to the terms and conditions of the CiC Plan, each named executive officer would be entitled to accelerated vesting of his assumed and outstanding KYTHERA Equity Awards upon a double trigger qualifying termination as described in footnote (1) above within the period of time commencing 3 months prior to the consummation of the Merger and ending 18 months following the consummation of the Merger. The column quantifies the value of the unvested KYTHERA Stock Options held by the named executive officers; no named executive officer holds unvested KYTHERA Restricted Share Awards or unvested KYTHERA RSU Awards. The value of the unvested and accelerated KYTHERA Stock Options is the difference between the value of \$75.00 per share and the exercise price of the KYTHERA Stock Option, multiplied by the number of unvested shares as of July 10, 2015, consistent with the methodology applied under SEC Regulation M-A Item 1011(b) and Regulation S-K Item 402(t)(2). The amounts in this column for the unvested and accelerated KYTHERA Stock Options do not reflect any taxes payable by the named executive officers.
- (3) Under the CiC Plan, upon a double trigger qualifying termination as described in footnote (1) above within the period of time commencing 3 months prior to the consummation of the Merger and ending 18 months following

the consummation of the Merger, each named executive officer is entitled to receive company-paid continuation of medical, dental and vision benefits in accordance with the terms of the KYTHERA welfare benefit plans for a 12-month period (or 18-month period, in the case of Mr. Leonard).

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Regulatory Approvals Required for the Merger

Antitrust

Under the HSR Act and the rules and regulations promulgated thereunder by the FTC, the Merger cannot be consummated until, among other things, notifications have been given and certain information has been furnished to the FTC and the Antitrust Division and the applicable waiting period has expired or been terminated.

On July 6, 2015, each of Allergan and KYTHERA filed a Pre-Merger Notification and Report Form pursuant to the HSR Act with the Antitrust Division and the FTC. The associated 30-day waiting period will therefore expire at 11:59 p.m. (U.S. Eastern Time) on August 5, 2015, unless the waiting period is terminated earlier, restarted following the withdrawal and re-filing of the notification or extended by the issuance of a request for additional information and documentary materials. While Allergan and KYTHERA believe that clearance under the HSR Act will ultimately be obtained, they cannot be certain when or if it will be obtained, or if the clearance will contain terms, conditions or restrictions that will be detrimental to or adversely affect Allergan, KYTHERA or their respective subsidiaries after the completion of the Merger.

Stock Exchange Listing

The Allergan ordinary shares to be issued as the aggregate Stock Consideration Portion must be approved for listing on the NYSE, subject to official notice of issuance.

Commitment to Obtain Approvals

Allergan and KYTHERA have agreed to cooperate with each other and use their respective reasonable best efforts to obtain as soon as practicable all consents and approvals of any governmental authority or any other third party necessary, proper or advisable in connection with the Merger, subject to limitations as set forth in the Merger Agreement.

In addition, Allergan has agreed to, and to cause each of its subsidiaries to, use their reasonable best efforts to negotiate, effect and agree to any Allergan Remedial Action (as defined in *The Merger Agreement Covenants and Agreements Reasonable Best Efforts; Regulatory Filings and Other Actions* beginning on page [] of this proxy statement/prospectus) to the extent reasonably necessary to obtain the approvals and clearances required to be obtained under the HSR Act so as to permit the closing to occur by the Outside Date, subject to certain exceptions as set forth in the Merger Agreement. If requested and consented to by Allergan in order to obtain the approvals and clearances required to be obtained under the HSR Act so as to permit the closing to occur by the Outside Date, KYTHERA has agreed to effect any KYTHERA Remedial Action (as defined in *The Merger Agreement Covenants and Agreements Reasonable Best Efforts; Regulatory Filings and Other Actions* beginning on page [] of this proxy statement/prospectus), subject to certain exceptions as set forth in the Merger Agreement.

Notwithstanding the foregoing, in no event would Allergan or its subsidiaries be required to offer, accept or agree to any sale, divestiture, license, termination, holding separate or other similar arrangement with respect to, or other disposition of or restriction on, (i) any Allergan Non-Overlap Product or the portion of any product lines that consist of Allergan Non-Overlap Products, (ii) any business, products, product lines, assets, rights or operations of Allergan and its subsidiaries within the medical aesthetics business of Allergan and its subsidiaries that (a) would, individually or in the aggregate, be material to the medical aesthetics business of Allergan and its subsidiaries, taken as a whole, or (b) would include any indication of a product or product line of Allergan or its subsidiaries where such indication generated net revenues in excess of \$100 million in fiscal year 2014, or (iii) KYBELLA . See the section entitled *The*

Merger Agreement Covenants and Agreements Reasonable Best Efforts; Regulatory Filings and Other Actions beginning on page [] of this proxy statement/prospectus.

General

While Allergan and KYTHERA believe that they will receive the regulatory approvals and clearances necessary to consummate the Merger, there can be no assurances regarding the timing of the approvals and clearances, their

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ability to obtain the approvals and clearances on satisfactory terms or the absence of litigation challenging these approvals and clearances. There can likewise be no assurance that regulatory authorities, or private parties, will not attempt to challenge the Merger on antitrust grounds or for other reasons, or, if a challenge is made, as to the results of the challenge. Allergan's and KYTHERA's obligation to complete the Merger is conditioned upon the receipt of certain approvals and clearances under the HSR Act as set forth in the Merger Agreement. See the section entitled *The Merger Agreement Conditions to the Consummation of the Merger* beginning on page [] of this proxy statement/prospectus.

Financing Relating to the Merger

Allergan expects to use cash on hand and borrowings from third-party financing sources to fund the cash portion of the Merger Consideration.

Litigation Related to the Merger

Since the announcement of the Merger, four purported class action complaints were filed by alleged stockholders of KYTHERA against various combinations of KYTHERA, the individual directors of KYTHERA, Allergan and Merger Sub. These lawsuits were filed in the Delaware Court of Chancery, captioned *Lytle v. KYTHERA Biopharmaceuticals, Inc., et al.*, C.A. No. 11208-CB (June 26, 2015), *Barbour v. KYTHERA Biopharmaceuticals, Inc., et al.*, C.A. No. 11239-CB (July 2, 2015), *Furr v. Kythera Biopharmaceuticals, Inc., et al.*, C.A. No. 11266-CB (July 8, 2015) and *Cohodes v. Allergan PLC, et al.*, C.A. No. 11289-CB (July 14, 2015). The lawsuits generally allege that the members of the KYTHERA Board breached their fiduciary duties in negotiating and approving the Merger Agreement, that the Merger Consideration undervalues KYTHERA, that KYTHERA's stockholders will not receive adequate or fair value for their KYTHERA common stock in the Merger, and that the terms of the Merger Agreement impose improper deal protection terms that preclude competing offers. The lawsuits further allege that KYTHERA, Allergan and/or Merger Sub aided and abetted the purported breaches of fiduciary duty. The lawsuits seek, among other things, to enjoin the Merger, or in the event that an injunction is not entered and the Merger closes, rescission of the Merger and unspecified money damages, costs and attorneys' and experts' fees. KYTHERA believes these lawsuits are meritless and intends to defend against them vigorously.

Accounting Treatment of the Transaction

Allergan will account for the acquisition pursuant to the Merger Agreement using the acquisition method of accounting in accordance with U.S. GAAP. Allergan will measure the assets acquired and liabilities assumed at their fair values including net tangible and identifiable intangible assets acquired and liabilities assumed as of the closing of the transactions. Any excess of the purchase price over those fair values will be recorded as goodwill.

Definite lived intangible assets will be amortized over their estimated useful lives. Intangible assets with indefinite useful lives and goodwill will not be amortized but will be tested for impairment annually or when events or circumstances change that could potentially reduce the fair value.

Public Trading Markets

Allergan ordinary shares are listed and trade on the NYSE under the symbol AGN. KYTHERA common stock is listed and trades on NASDAQ under the symbol KYTH. It is expected that, following the Merger, KYTHERA common stock will be delisted from NASDAQ, deregistered under the Exchange Act and cease to be publicly traded.

Allergan has agreed to use its reasonable best efforts to cause the Allergan ordinary shares to be issued in the Merger to be approved for listing on the NYSE, subject to official notice of issuance, prior to the effective time of the Merger. Additionally, the effectiveness of the registration statement, of which this proxy statement/prospectus forms a part, for the Allergan ordinary shares is a condition to the completion of the Merger. It is expected that, following the Merger, Allergan ordinary shares will continue to trade on the NYSE.

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Resale of Allergan Ordinary Shares

All Allergan ordinary shares received by KYTHERA stockholders as consideration in the Merger will be freely tradable for purposes of the Securities Act, except for Allergan ordinary shares received by any person who is deemed an affiliate of Allergan at the time of the closing of the Merger. Securities held by an affiliate of Allergan may be resold or otherwise transferred without registration in compliance with the volume limitations, manner of sale requirements, notice requirements and other requirements under Rule 144 or as otherwise permitted under the Securities Act. This proxy statement/prospectus does not cover resales of Allergan ordinary shares received upon completion of the Merger by any person, and no person is authorized to make any use of this proxy statement/prospectus in connection with any resale.

Table of Contents**THE MERGER AGREEMENT**

This section describes the material terms of the Merger Agreement. The description in this section and elsewhere in this proxy statement/prospectus is qualified in its entirety by reference to the complete text of the Merger Agreement, a copy of which is attached as Annex A and is incorporated by reference into this proxy statement/prospectus. This summary does not purport to be complete and may not provide all of the information about the Merger Agreement that might be important to you in determining how to vote. We urge you to read the Merger Agreement carefully and in its entirety.

Explanatory Note Regarding the Merger Agreement

The Merger Agreement and this summary are included solely to provide you with information regarding the terms of the Merger Agreement. Factual disclosures about Allergan and KYTHERA contained in this proxy statement/prospectus or in Allergan's or KYTHERA's public reports filed with the SEC, as applicable, may supplement, update or modify the factual disclosures about Allergan or KYTHERA contained in the Merger Agreement. The representations, warranties and covenants made in the Merger Agreement by KYTHERA, Allergan, and Merger Sub were made solely for the purposes of the Merger Agreement and as of specific dates and were qualified and subject to important limitations agreed to by KYTHERA, Allergan, and Merger Sub in connection with negotiating the terms of the Merger Agreement. In particular, in your review of the representations and warranties contained in the Merger Agreement and described in this summary, it is important to bear in mind that the representations and warranties were negotiated with the principal purposes of establishing the circumstances in which a party to the Merger Agreement may have the right not to consummate the Merger if the representations and warranties of the other party prove to be untrue due to a change in circumstance or otherwise, and allocating risk between the parties to the Merger Agreement, rather than establishing matters as facts. The representations and warranties may also be subject to a contractual standard of materiality different from those generally applicable to stockholders and reports and documents filed with the SEC, are qualified by certain matters contained in certain reports publicly filed with the SEC, and in some cases were qualified by the matters contained in the respective confidential disclosure letters that Allergan and KYTHERA delivered to each other in connection with the Merger Agreement, which disclosures were not included in the Merger Agreement attached to this proxy statement/prospectus as Annex A. Moreover, information concerning the subject matter of the representations and warranties may have changed since the date of the Merger Agreement. Accordingly, the representations and warranties and other provisions of the Merger Agreement should not be read alone, but instead should be read together with the information provided elsewhere in this proxy statement/prospectus, the documents incorporated by reference into this proxy statement/prospectus, and reports, statements and filings that Allergan and KYTHERA file with the SEC from time to time. See the section entitled *Where You Can Find More Information* beginning on page [] of this proxy statement/prospectus.

Merger Agreement

Pursuant to the Merger Agreement, Allergan will acquire KYTHERA in a merger transaction. Merger Sub will merge with and into KYTHERA, with KYTHERA continuing as the Surviving Corporation. Following the Merger, KYTHERA will be an indirect wholly owned subsidiary of Allergan and the KYTHERA common stock will be delisted from the NASDAQ, deregistered under the Exchange Act and cease to be publicly traded.

Closing and Effective Time of the Merger

Unless otherwise mutually agreed to by Allergan and KYTHERA, the closing of the Merger will take place on the second business day after the satisfaction or, to the extent permissible, waiver of, but subject to the continued

satisfaction or, to the extent permissible, waiver of, the conditions to consummate the Merger (other than those conditions that by their terms are to be satisfied at the closing of the Merger, but subject to the satisfaction or, to the extent permissible, waiver of those conditions) (described under the section entitled *Conditions to the*

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Consummation of the Merger beginning on page [] of this proxy statement/prospectus). Assuming timely satisfaction of the necessary closing conditions, the closing of the Merger is expected to occur in the third quarter of 2015. The Merger will become effective upon the filing of a certificate of merger with the Secretary of State of the State of Delaware.

Consideration to KYTHERA Stockholders

As a result of the Merger, each issued and outstanding share of KYTHERA common stock, other than excluded shares and dissenting shares, will be converted into the right to receive, in accordance with the terms of the Merger Agreement, the Merger Consideration, which consists of (i) \$60.00 in cash, without interest and (ii) that number of validly issued, fully paid and nonassessable Allergan ordinary shares equal to the quotient determined by dividing \$15.00 by the Allergan VWAP (rounded to the nearest 1/10,000 of an Allergan ordinary share), with cash to be paid in lieu of fractional shares.

The Merger Consideration will be adjusted appropriately to reflect the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into KYTHERA common stock or Allergan ordinary shares, as applicable), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to the shares of KYTHERA common stock or Allergan ordinary shares outstanding after the date of the Merger Agreement and prior to the effective time of the Merger.

No holder of KYTHERA common stock will be issued fractional Allergan ordinary shares in the Merger. Each holder of KYTHERA common stock who would otherwise have been entitled to receive a fraction of an Allergan ordinary share will receive, in lieu thereof, cash, without interest, in an amount equal to such fractional part of an Allergan ordinary share (rounded to the nearest one thousandth when expressed in decimal form) multiplied by the Allergan VWAP.

Exchange Agent

Prior to the effective time of the Merger, Allergan will designate a bank or trust company that is reasonably satisfactory to KYTHERA to act as the exchange agent in connection with the Merger (referred to in this proxy statement/prospectus as the exchange agent). At or immediately prior to the effective time of the Merger, Allergan will deposit, or cause to be deposited, with the exchange agent the aggregate amount of cash and the number of Allergan ordinary shares necessary to satisfy the aggregate Merger Consideration payable in the Merger, including any cash payable in lieu of any fractional shares pursuant to the terms described under the section entitled *No Fractional Shares* beginning on page [] of this proxy statement/prospectus.

Transmittal Materials and Procedures

Promptly after the effective time of the Merger, Allergan will, and will cause the Surviving Corporation to, cause the exchange agent to send transmittal materials, which will include the appropriate form of letter of transmittal, to holders of record of shares of KYTHERA common stock (other than excluded shares and dissenting shares) providing instructions on how to effect the transfer and cancellation of the stock certificates representing shares of KYTHERA common stock and shares of KYTHERA common stock held in book-entry form in exchange for the Merger Consideration.

After the effective time of the Merger, when a KYTHERA stockholder delivers to the exchange agent (i) a properly executed letter of transmittal, together with their certificate or certificates which immediately prior to the effective time of the Merger represented outstanding shares of KYTHERA common stock for cancellation or (ii) an agent s

message in the case of shares of KYTHERA common stock held in book-entry form and, in each case, such other documents as may be required pursuant to such instructions, the holder of shares of KYTHERA common stock will be entitled to receive, and the exchange agent will be required to deliver to such holder, the number of Allergan ordinary shares and an amount in cash that such holder is entitled to receive as a result of the

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Merger (after taking into account all of the shares of KYTHERA common stock held immediately prior to the Merger by such holder other than excluded shares and dissenting shares), including any cash in lieu of fractional shares and in respect of dividends or other distributions to which such holder is entitled.

No interest will be paid or accrued on any amount payable upon cancellation of shares of KYTHERA common stock. The Allergan ordinary shares issued and paid and cash amount paid in accordance with the Merger Agreement upon conversion of the shares of KYTHERA common stock (including any cash paid in lieu of fractional shares) will be deemed to have been issued and paid in full satisfaction of all rights pertaining to the shares of KYTHERA common stock.

In the event of a transfer of ownership of shares of KYTHERA common stock that is not registered in KYTHERA's transfer or stock records, any cash to be paid upon, or Allergan ordinary shares to be issued upon, due surrender of the stock certificates representing shares of KYTHERA common stock or non-certificated shares of KYTHERA common stock held in book-entry form formerly representing such shares of KYTHERA common stock may be paid or issued, as the case may be, to such a transferee if such stock certificates representing shares of KYTHERA common stock or non-certificated shares of KYTHERA common stock held in book-entry form are presented to the exchange agent, accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer or other similar taxes have been paid or are not applicable. The Allergan ordinary shares constituting the Stock Consideration Portion of the Merger Consideration may be in uncertificated book-entry form, unless a physical certificate is otherwise required by any applicable law.

Appraisal Rights

If a holder of shares of KYTHERA common stock does not vote in favor of, nor consents in writing to, the Merger Proposal, properly demands appraisal and otherwise complies with applicable Delaware law and does not effectively withdraw his, her or its demand for, or lose the right to, appraisal of such KYTHERA common stock in compliance with Section 262 of the DGCL (referred to in this proxy statement/prospectus as the *appraisal rights*), such shares will not be converted into the right to receive the Merger Consideration and other amounts payable pursuant to the Merger Agreement as described under the section entitled *Consideration to KYTHERA Stockholders* beginning on page [] of this proxy statement/prospectus, but instead, at the effective time of the Merger, will become entitled only to payment of the fair value of such shares determined in accordance with applicable Delaware law. However, if any such holder votes in favor of, or consents in writing to, the Merger Proposal, fails to properly demand appraisal, fails to comply with applicable Delaware law, or otherwise waives, withdraws or loses the right to payment of the fair value of such dissenting shares under applicable Delaware law, then the right of such holder to be paid the fair value of such holder's dissenting shares will cease and such dissenting shares will be deemed to have been converted as of the effective time of the Merger into, and to have become exchangeable solely for the right to receive, without interest or duplication, the Merger Consideration with respect to such shares.

For additional information about appraisal rights upon consummation of the Merger, see the section entitled *Appraisal Rights* beginning on page [] of this proxy statement/prospectus.

Treatment of KYTHERA Stock Options and Other KYTHERA Equity Awards

Stock Options. As of the effective time of the Merger, each KYTHERA Stock Option granted under any KYTHERA equity plan that is outstanding and unexercised immediately prior to the effective time of the Merger, whether or not then vested or exercisable, and other than vested KYTHERA Stock Options held by non-employee directors or Non-Continuing Employees, will be assumed by Allergan and will be converted into an Allergan Stock Option. Each such Allergan Stock Option as so assumed and converted will continue to have, and will be subject to, the same terms

and conditions as applied to the KYTHERA Stock Option immediately prior to the effective time of the Merger (but taking into account any changes thereto provided for in the applicable

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KYTHERA equity plan, in any award agreement or in the KYTHERA Stock Option by reason of the Merger Agreement or the Merger, including the Equity Award Amendment). As of the effective time of the Merger, each such Allergan Stock Option as so assumed and converted will be exercisable for that whole number of Allergan ordinary shares (which product will be rounded down to the nearest whole share) equal to the product of (i) the number of shares of KYTHERA common stock subject to such KYTHERA Stock Option immediately prior to the effective time of the Merger multiplied by (ii) the Stock Award Exchange Ratio, at an exercise price per Allergan ordinary share (which quotient will be rounded down to the nearest whole cent) equal to the quotient obtained by dividing (x) the exercise price per share of KYTHERA common stock of such KYTHERA Stock Option by (y) the Stock Award Exchange Ratio.

Restricted Share Awards. As of the effective time of the Merger, each outstanding KYTHERA Restricted Share Award granted under any KYTHERA equity plan that is not then vested will be assumed by Allergan and will be converted into an Allergan Restricted Share Award. Each Allergan Restricted Share Award as so assumed and converted will continue to have, and will be subject to, the same terms and conditions as applied to the applicable KYTHERA Restricted Share Awards immediately prior to the effective time of the Merger (but taking into account any changes thereto provided for in the applicable KYTHERA equity plan, in any award agreement or in the KYTHERA Restricted Share Award by reason of the Merger Agreement or the Merger, including the Equity Award Amendment). As of the effective time of the Merger, the number of Allergan ordinary shares underlying each Allergan Restricted Share Award as so assumed and converted will be equal to the product of (i) the number of shares of KYTHERA common stock subject to the applicable KYTHERA Restricted Share Award multiplied by (ii) the Stock Award Exchange Ratio. Such number of Allergan Restricted Share Awards will be rounded up to the nearest whole share.

Restricted Stock Unit Awards. As of the effective time of the Merger, each outstanding KYTHERA RSU Award issued under any KYTHERA equity plan that is not then vested will be assumed by Allergan and will be converted into an Allergan RSU Award with associated rights to the issuance of Allergan ordinary shares. Each Allergan RSU Award as so assumed and converted will continue to have, and will be subject to, the same terms and conditions as applied to the applicable KYTHERA RSU Awards immediately prior to the effective time of the Merger (but taking into account any changes thereto provided for in the applicable KYTHERA equity plan, in any award agreement or in the KYTHERA RSU Award by reason of the Merger Agreement or the Merger, including the Equity Award Amendment). Furthermore, Allergan will have the ability to adjust any dividend equivalent rights associated with the Allergan RSU Award to reflect dividends on Allergan ordinary shares giving effect to the changes and adjustments contemplated to the corresponding KYTHERA RSU Awards by reason of the Merger Agreement or the transactions contemplated by the Merger Agreement. As of the effective time of the Merger, the number of Allergan ordinary shares underlying each such Allergan RSU Award as so assumed and converted will be equal to the product of (i) the number of shares of KYTHERA common stock underlying the applicable KYTHERA RSU Awards multiplied by (ii) the Stock Award Exchange Ratio. Such number of Allergan ordinary shares underlying the Allergan RSU Awards will be rounded up to the nearest whole share.

Vested Stock Options Held by KYTHERA Non-Employee Directors and Non-Continuing Employees. Each vested KYTHERA Stock Option held by any KYTHERA non-employee director or any Non-Continuing Employee will be cancelled at the effective time of the Merger and converted into the right to receive an amount in cash, without interest, equal to the product of (i) the number of shares of KYTHERA common stock subject to such KYTHERA Stock Option multiplied by (ii) the excess, if any, of (A) \$75.00 less (B) the per share exercise price of such KYTHERA Stock Option, subject to applicable withholding taxes. Such cash amount will be rounded up to the nearest whole cent if half a cent or more or down to the nearest whole cent if less than half a cent.

Withholding

Under the terms of the Merger Agreement, Allergan and KYTHERA have agreed that Allergan and the Surviving Corporation will be entitled to deduct and withhold, or cause the exchange agent to deduct and withhold, from the consideration otherwise payable pursuant to the Merger Agreement, any amounts as are required to be

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withheld or deducted with respect to such consideration under the Code or any applicable provisions of state, local or foreign tax law. To the extent that amounts are so withheld and timely remitted to the appropriate governmental entity, such withheld amounts will be treated for all purposes of the Merger Agreement as having been paid to the person in respect of which such deduction and withholding was made.

No Fractional Shares

No fractional Allergan ordinary shares will be issued in connection with the Merger. Each holder of KYTHERA common stock converted pursuant to the Merger who would otherwise have been entitled to receive a fraction of an Allergan ordinary share (after aggregating all shares represented by the certificates and book-entry shares delivered by such holder) will receive, in lieu thereof and upon surrender thereof, cash, without interest, in an amount equal to such fractional part of an Allergan ordinary share (rounded to the nearest one thousandth when expressed in decimal form) multiplied by the Allergan VWAP.

Representations and Warranties

Allergan and KYTHERA made customary representations and warranties in the Merger Agreement on behalf of themselves and their respective subsidiaries that are subject, in some cases, to specified exceptions and qualifications contained in the Merger Agreement or in information provided pursuant to certain confidential disclosure schedules to the Merger Agreement. The representations and warranties made by Allergan and KYTHERA are also subject to and qualified by certain information included in certain filings each party and its affiliates have made with the SEC.

Some of the more significant representations and warranties made by KYTHERA and its respective subsidiaries relate to:

corporate organization, existence and good standing and requisite corporate power and authority to carry on business;

capital structure;

corporate authority to enter into the Merger Agreement and the enforceability thereof;

required governmental approvals;

the absence of any breach or violation of organizational documents or contracts as a result of the consummation of the transactions contemplated by the Merger Agreement;

SEC reports and financial statements, including their preparation in accordance with GAAP, filing or furnishing with the SEC, and compliance with the applicable rules and regulations promulgated thereunder, and that such reports and financial statements fairly present, in all material respects, the relevant financial position and results of operations;

the maintenance of internal disclosure controls and internal control over financial reporting;

the absence of undisclosed liabilities or obligations that would be required by GAAP to be reflected on a consolidated balance sheet of KYTHERA and its subsidiaries;

compliance with laws and government regulations, including environmental laws;

compliance with applicable laws related to employee benefits and the Employment Retirement Income Security Act;

the absence of certain changes or events since December 31, 2014, with respect to KYTHERA and its subsidiaries that have had or would reasonably be expected to have, individually or in the aggregate, a material adverse effect;

the absence of any actions since December 31, 2014, with respect to KYTHERA and its subsidiaries, that would constitute a breach of certain interim operating covenants if such action was taken without Allergan's consent between the date of the Merger Agreement and the closing of the Merger;

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the absence of certain material actions, suits, inquiries, investigations or proceedings;

the reliability and accuracy of information supplied for this proxy statement/prospectus;

certain regulatory matters relating to, among other relevant authorities, the Federal Food, Drug and Cosmetic Act of 1938, as amended, the Public Health Service Act, the Health Insurance Portability and Accountability Act of 1996, as amended, the U.S. Food and Drug Administration, and health insurance and healthcare laws;

the accuracy and completeness of certain tax matters;

the absence of collective bargaining agreements and other employment and labor matters;

ownership of or right to intellectual property, the absence of infringement, and security as relates to certain information technology assets;

the absence of any owned real property, and rights to certain leased real property;

the KYTHERA Board's receipt of a fairness opinion from KYTHERA's financial advisor;

the requisite vote of the KYTHERA stockholders;

the inapplicability of certain takeover statutes and any similar provisions in the KYTHERA governing documents;

the existence of and compliance with certain material contracts;

the existence and maintenance of insurance;

the absence of undisclosed brokers' fees or finders' fees relating to the transactions contemplated by the Merger Agreement;

compliance with the Foreign Corrupt Practices Act of 1977, as amended, and anti-corruption laws in other jurisdictions;

the absence of violation of sanctions laws; and

the absence of certain transactions or agreements between KYTHERA, its subsidiaries and certain affiliates thereof.

Some of the more significant representations and warranties made by Allergan and the Merger Sub relate to:

corporate organization, existence and good standing and requisite corporate power and authority to carry on business;

capital structure;

corporate authority to enter into the Merger Agreement and the enforceability thereof;

required governmental approvals;

the absence of any breach or violation of organizational documents or contracts as a result of the consummation of the transactions contemplated by the Merger Agreement;

SEC reports and financial statements, including their preparation in accordance with GAAP, filing or furnishing with the SEC, and compliance with the applicable rules and regulations promulgated thereunder, and that such reports and financial statements fairly present, in all material respects, the relevant financial position and results of operations;

the maintenance of internal disclosure controls and internal control over financial reporting;

the absence of undisclosed liabilities or obligations that would be required by GAAP to be reflected on a consolidated balance sheet of Allergan and its subsidiaries;

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compliance with laws and government regulations;

the absence of certain changes or events since December 31, 2014, with respect to Allergan and its subsidiaries, that have had or would reasonably be expected to have, individually or in the aggregate, a material adverse effect;

the absence of any actions since December 31, 2014, with respect to Allergan and its subsidiaries, that would constitute a breach of certain interim operating covenants if such action was taken without KYTHERA's consent between the date of the Merger Agreement and the closing of the Merger;

the absence of certain material actions, suits, inquiries, investigations or proceedings;

the reliability and accuracy of information supplied for this proxy statement/prospectus;

the absence of a requirement of a vote of any holders of securities of Allergan to consummate the transactions contemplated by the Merger Agreement;

the absence of undisclosed brokers' fees or finders' fees relating to the transactions contemplated by the Merger Agreement;

availability of the funds at the closing necessary to consummate the transactions contemplated by the Merger Agreement;

the absence of certain contracts, obligations or understandings between Allergan and its subsidiaries and any member of KYTHERA's management or the KYTHERA Board, relating to the transactions contemplated by the Merger Agreement or the operations of KYTHERA after the effective time of the Merger;

certain regulatory matters relating to, among other relevant authorities, the Federal Food, Drug and Cosmetic Act of 1938, as amended, the Public Health Service Act, the U.S. Food and Drug Administration, and health insurance and healthcare laws;

the accuracy and completeness of certain tax matters;

ownership of or right to intellectual property, the absence of infringement, and security as relates to certain information technology assets;

compliance with the Foreign Corrupt Practices Act of 1977, as amended, and anti-corruption laws in other jurisdictions.

Many of the representations and warranties made by each of KYTHERA, Allergan and Merger Sub are qualified by a material adverse effect standard (that is, they will not be deemed untrue or incorrect unless their failure to be true or correct, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect). Certain of the representations and warranties are qualified by a general materiality standard or by a knowledge standard. For the purpose of the Merger Agreement, a material adverse effect with respect to each of Allergan and KYTHERA means any change, effect, development, circumstance, condition, state of facts, event or occurrence (each referred to in this section of this proxy statement/prospectus as an Effect) that, individually or in the aggregate, has a material adverse effect on (i) the ability of the party to consummate the transactions contemplated by the Merger Agreement at or prior to the Outside Date or (ii) the assets, condition (financial or otherwise), business or results of operations of the relevant party and its subsidiaries, taken as a whole, excluding, with respect to clause (ii) only:

any changes in general U.S. or global economic conditions to the extent that such Effects do not disproportionately impact the relevant party relative to other companies operating in the industry or industries in which such party operates;

conditions (or changes therein) in any industry or industries in which the relevant party operates to the extent that such Effects do not disproportionately impact such party relative to other companies operating in such industry or industries;

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general legal, tax, economic, political and/or regulatory conditions (or changes therein), including any changes affecting financial, credit or capital market conditions (provided this exclusion from clause (ii) above does not apply with respect to any representation or warranty in the Merger Agreement to the extent that the purpose of such representation or warranty is to address compliance with applicable law), to the extent that such Effects do not disproportionately impact the relevant party relative to other companies operating in the industry or industries in which such party operates;

any change or prospective changes in GAAP or interpretation thereof (provided this exclusion from clause (ii) above does not apply with respect to any representation or warranty in the Merger Agreement to the extent that the purpose of such representation or warranty is to address compliance with GAAP), to the extent that such Effects do not disproportionately impact the relevant party relative to other companies operating in the industry or industries in which such party operates;

any adoption, implementation, promulgation, repeal, modification, amendment, reinterpretation, change or proposal of any applicable law of and by any governmental entity (including with respect to taxes) to the extent that such Effects do not disproportionately impact the relevant party relative to other companies operating in the industry or industries in which such party operates;

the negotiation, pendency, announcement, execution and delivery of the Merger Agreement or the consummation of the transactions contemplated by the Merger Agreement, or compliance with the terms of the Merger Agreement, including any Effect on retention or hiring of employees, other than Effects resulting from any failure to comply with the interim operating covenants applicable to the relevant party (provided, however, that this exception will not apply to certain of the relevant party's representations and warranties or certain covenants);

changes in the stock price of the respective party, in and of itself (it being understood that the Effects giving rise or contributing to such changes that are not otherwise excluded from the definition of a material adverse effect may be taken into account);

any failure by the relevant party to meet any internal or published projections, estimates or expectations of such relevant party's revenue, earnings or other financial performance or results of operations for any period, in and of itself, or any failure by such relevant party to meet its internal budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations, in and of itself (it being understood that the Effects giving rise or contributing to such failure that are not otherwise excluded from the definition of a material adverse effect may be taken into account);

Effects arising out of changes in geopolitical conditions, acts of terrorism or sabotage, war (whether or not declared), the commencement, continuation or escalation of a war, acts of armed hostility, weather conditions or other similar force majeure events, including any material worsening of such conditions threatened or existing as of the date of the Merger Agreement, to the extent that such Effects do not disproportionately impact the relevant party relative to other companies operating in the industry or

industries in which such relevant party operates; and

solely with respect to a material adverse effect on KYTHERA, each of the following:

any action or inaction, including any decision, recommendation or statement by any governmental entity, panel or advisory body or any professional medical organization with respect to KYTH-105 (setipiprant) or with respect to any product of any competitor of KYTHERA, or any regulatory or clinical changes, events or developments with respect to KYTH-105 (setipiprant) or with respect to any product of any competitor of KYTHERA;

any regulatory changes, events or developments outside of the U.S. with respect to KYBELLA (it being understood that any Effect of such changes, events or developments in the U.S. may be taken into account), or any delay in obtaining, or failure to obtain marketing authorization for KYBELLA from any governmental entity located outside the U.S.; or

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any side effects, adverse events or safety observations that results from any off-label use of KYBELLA .

THE DESCRIPTION OF THE MERGER AGREEMENT IN THIS PROXY STATEMENT/PROSPECTUS HAS BEEN INCLUDED TO PROVIDE YOU WITH INFORMATION REGARDING ITS TERMS. THE MERGER AGREEMENT CONTAINS REPRESENTATIONS AND WARRANTIES MADE BY AND TO THE PARTIES AS OF SPECIFIC DATES. THE STATEMENTS EMBODIED IN THOSE REPRESENTATIONS AND WARRANTIES WERE MADE FOR PURPOSES OF THE CONTRACT BETWEEN THE PARTIES AND ARE SUBJECT TO QUALIFICATIONS AND LIMITATIONS AGREED BY THE PARTIES IN CONNECTION WITH NEGOTIATING THE TERMS OF THE MERGER AGREEMENT AND IN SOME CASES WERE QUALIFIED BY CONFIDENTIAL DISCLOSURES MADE BY THE PARTIES, WHICH DISCLOSURES ARE NOT REFLECTED IN THE MERGER AGREEMENT. IN ADDITION, CERTAIN REPRESENTATIONS AND WARRANTIES WERE MADE AS OF A SPECIFIED DATE AND THE REPRESENTATIONS AND WARRANTIES WERE GENERALLY USED FOR THE PURPOSE OF ALLOCATING RISK BETWEEN THE PARTIES RATHER THAN ESTABLISHING MATTERS AS FACTS.

No Survival of Representations and Warranties

The representations and warranties in the Merger Agreement of each of Allergan and KYTHERA on behalf of itself and its subsidiaries will not survive the consummation of the Merger.

Covenants and Agreements

Conduct of Business Pending the Closing Date

At all times from the execution of the Merger Agreement until the earlier of the effective time of the Merger and the termination of the Merger Agreement, and subject to certain exceptions, except as required by law, expressly contemplated or permitted by the Merger Agreement or with the prior written consent of the other party (such consent not to be unreasonably withheld, delayed or conditioned), each of Allergan and KYTHERA have agreed to, and have agreed to cause their respective subsidiaries to, conduct their respective businesses in all material respects in the ordinary course of business consistent with past practice.

At all times from the execution of the Merger Agreement until the effective time of the Merger, except as required by law, expressly contemplated or permitted by the Merger Agreement or with the prior written consent of Allergan (such consent not to be unreasonably withheld, delayed or conditioned), (i) KYTHERA and its subsidiaries have agreed to use reasonable best efforts to preserve intact its and their present business organizations, insurance coverage, relationships with governmental entities and with customers, suppliers and other persons and entities with whom it and they have material business relations and retain the services of its present officers and directors and key employees and (ii) subject to certain exceptions, KYTHERA has generally agreed not to, and agreed not to allow its subsidiaries to:

authorize or pay any dividend or distribution with respect to outstanding shares other than dividends and distributions paid by a wholly owned subsidiary of KYTHERA to KYTHERA or another wholly owned subsidiary of KYTHERA, distributions under the KYTHERA Biopharmaceutical 2015 Employee Stock Purchase Plan (the KYTHERA ESPP) and distributions resulting from the vesting or exercise of KYTHERA Stock Options or the vesting and settlement of KYTHERA RSU Awards;

split, combine, reduce or reclassify any of its capital stock, or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for, shares of its capital stock;

in each case except as required by KYTHERA's benefit plans as in effect on the date of the Merger Agreement: (i) establish, adopt, amend or terminate any KYTHERA benefit plans (other than offer letters that contemplate at will employment with severance, change in control or retention benefits consistent with current arrangements with similarly situated employees) or amend the terms of any outstanding equity awards, (ii) grant or provide any severance or termination payments or benefits to any director,

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officer, employee or other service provider of KYTHERA or any subsidiary of KYTHERA, (iii) increase the compensation, bonus or pension, welfare, severance or other benefits of or pay any bonus to any director, officer, employee or other service provider of KYTHERA or any subsidiary of KYTHERA, (iv) take any action to accelerate the vesting or payment, or fund or in any other way secure the payment, of compensation or benefits under any of KYTHERA benefit plans (including any equity awards), (v) forgive any loans to directors, officers or employees of KYTHERA or any subsidiary of KYTHERA, or (vi) hire or terminate the employment or services of (other than for cause) any officer, employee, independent contractor, or consultant who has target annual compensation (i.e., base salary and target annual bonus opportunity) greater than \$200,000; provided, that KYTHERA is not prohibited from (a) increasing or otherwise modifying or supplementing salaries, wages, benefits or other compensation in the ordinary course of business consistent with past practice; (b) granting any rights to equity or equity-related compensation to certain individuals or with respect to those positions, up to certain agreed upon amounts, or (c) hiring an employee or entering into a contract for services to be provided by a consultant to replace an employee or consultant of KYTHERA or any subsidiary of KYTHERA whose employment or consulting relationship is terminated for any reason on or after the date of the Merger Agreement, so long as the terms of the salary, target annual bonus opportunity and other benefits offered to such replacement employee or consultant are substantially similar, or not materially different than, those of the employee or consultant of KYTHERA or any subsidiary of KYTHERA whose employment or consulting relationship has been terminated;

make any change in financial accounting policies, principles, practices or procedures or any of its methods of reporting income, deductions or other material items for financial accounting purposes, except as required by GAAP, applicable law or SEC policy;

acquire, including by merger, consolidation or acquisition of stock or assets or any other business combination or by any other manner, any corporation, partnership, other business organization or any business, division or equity interest thereof;

amend or propose to amend the certificate of incorporation or bylaws of KYTHERA or any equivalent organizational documents of any subsidiary of KYTHERA;

issue, deliver, grant, sell, pledge, dispose of or encumber, or authorize the issuance, delivery, grant, sale, pledge, disposition or encumbrance of, any shares in its capital stock, voting securities or other equity interest in KYTHERA or any subsidiary of KYTHERA or any securities convertible into or exchangeable for any such shares, voting securities or equity interest, or any rights, warrants or options to acquire any such shares in its capital stock, voting securities or equity interest or any phantom stock, phantom stock rights, stock appreciation rights or stock based performance units or take any action to cause to be exercisable any otherwise unexercisable KYTHERA equity award under any existing KYTHERA equity plan (except as otherwise required by the express terms of any KYTHERA equity award outstanding on the date of the Merger Agreement), other than issuances of KYTHERA common stock in respect of any exercise of KYTHERA Stock Options, or in respect of the KYTHERA ESPP, or the vesting or settlement of KYTHERA equity awards outstanding on the date of the Merger Agreement and in accordance with their respective present terms;

directly or indirectly, purchase, redeem or otherwise acquire any shares in its capital or any rights, warrants or options to acquire any such shares in its capital, except for (i) acquisitions of KYTHERA