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

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**FORM 8-K**

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

Date of Report (Date of earliest event reported): **February 5, 2016**

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**POZEN INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of incorporation)

**000-31719**  
(Commission File Number)

**62-1657552**  
(IRS Employer Identification No.)

**1414 Raleigh Road, Suite 400**  
**Chapel Hill, North Carolina**  
(Address of principal executive offices)

**27517**  
(Zip Code)

Registrant's telephone number, including area code: **(919) 913-1030**

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Item 2.01 Completion of Acquisition or Disposition of Assets

As previously reported, on June 8, 2015, POZEN Inc., a Delaware corporation ("**Pozen**") entered into an Agreement and Plan of Merger and Arrangement (the "**Original Merger Agreement**") by and among Pozen, Tribute Pharmaceuticals Canada Inc., a corporation organized under the laws of the Province of Ontario ("**Tribute**"), Aguono Limited, (which was renamed Aralez Pharmaceuticals Limited and subsequently renamed Aralez Pharmaceuticals plc in connection with its re-registration as a public limited company under the laws of Ireland ("**Aralez Ireland**")), Trafwell Limited (which was renamed Aralez Pharmaceuticals Holdings Limited), a private limited company incorporated in Ireland ("**Holdings**"), ARLZ US Acquisition Corp., a Delaware corporation, and ARLZ CA Acquisition Corp., a corporation incorporated under the laws of the Province of Ontario ("**Can Merger Sub**"), which was amended by Amendment No. 1 to Agreement and Plan of Merger and Arrangement, dated as of August 19, 2015 ("**Amendment No. 1 to the Original Merger Agreement**"), by and among Aralez Ireland, Pozen, Tribute, Holdings, ARLZ US Acquisition Corp., ARLZ US Acquisition II Corp., a Delaware corporation ("**US Merger Sub**") and Can Merger Sub, and was further amended by Amendment No. 2 to Agreement and Plan of Merger and Arrangement, dated as of December 7, 2015 ("**Amendment No. 2 to the Original Merger Agreement**") and, together with the Original Merger Agreement and Amendment No. 1 to the original merger agreement, the "**Merger Agreement**", by and among Aralez Pharmaceuticals Inc., company formed under the laws of the Province of British Columbia, Canada ("**Aralez**"), Aralez Ireland, Pozen, Tribute, Holdings, US Merger Sub and Can Merger Sub, whereby, among other things, Aralez was added as a party in place of Aralez Ireland, which was removed as a party to the Merger Agreement.

On February 5, 2016, pursuant to the Merger Agreement, (1) Can Merger Sub and Tribute amalgamated by way of a court approved plan of arrangement under Canadian law (the "**Arrangement**"), resulting in Tribute and Can Merger Sub continuing as one corporation ("**Amalco**") and (2) US Merger Sub merged with and into Pozen, with Pozen as the surviving corporation in the merger (the "**Merger**" and, together with the Arrangement, the "**Transactions**"). Following consummation of the Transactions, each of Pozen and Amalco became indirect wholly owned subsidiaries of Aralez.

Pursuant to the Arrangement, Tribute shareholders received 0.1455 common shares of Aralez, no par value per share (the "**Aralez Shares**") in exchange for each Tribute common share, no par value per share (the "**Tribute Shares**") held by such shareholders. At the effective time of the Merger, each share of Pozen common stock, \$0.001 par value per share (the "**Pozen Common Stock**") was cancelled and automatically converted into the right to receive one Aralez Common Share.

The Aralez Common Shares issued to stockholders of Pozen in connection with the Merger were registered under the Securities Act of 1933, as amended (the "**Securities Act**") pursuant to Aralez's registration statement on Form S-4 (File No. 333-208523) (the "**Registration Statement**") filed with the Securities and Exchange Commission (the "**SEC**") which was declared effective on December 28, 2015. The definitive proxy statement/prospectus of Aralez and Pozen, dated December 28, 2015 that forms a part of the Registration Statement contains additional information about the Transactions and the other transactions contemplated by the Merger Agreement, including a description of the treatment of equity awards and information concerning the interests of directors, executive officers and affiliates of Pozen in the Transactions.

Pursuant to Rule 12g-3 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), Aralez is the successor issuer to Pozen. The Aralez Common Shares are deemed to be registered under Section 12(b) of the Exchange Act, and Aralez is subject to the informational requirements of the Exchange Act, and the rules and regulations promulgated thereunder. The Aralez Common Shares were approved for listing on The NASDAQ Global Market ("**NASDAQ**"), and will begin trading under the symbol "ARLZ" on or about February 8, 2016, and are conditionally approved for listing on the Toronto Stock Exchange ("**TSX**") under the symbol "ARZ" and will begin trading on or about February 10, 2016.

Prior to the Transactions, Pozen Common Stock was registered pursuant to Section 12(b) of the Exchange Act and listed on NASDAQ, and Tribute Common Shares were listed on TSXV. Pozen has requested that NASDAQ file with the SEC a Form 25 to terminate Pozen's reporting obligations under Section 12(b) of the Exchange Act for the Pozen Common Stock. Pozen will then file a Form 15 with the SEC to terminate its reporting obligations under Section 12(g) of the Exchange Act for the Pozen Common Stock and to suspend its reporting obligations under Section 15(d) of the Exchange Act for the Pozen Common Stock. Tribute will file a Form 15 with the SEC to terminate its reporting obligations under Section 12(g) of the Exchange Act for the Tribute Common Shares and to suspend its reporting obligations under Section 15(d) of the Exchange Act for the Tribute Common Shares.

The foregoing description of the Merger Agreement and the Transactions do not purport to be complete and are qualified in their entirety by reference to the full text of the following, each incorporated herein by reference: the Original Merger Agreement filed as Exhibit 2.1 to Pozen's current report filed on Form 8-K dated as of June 11, 2015, and Amendment No. 1 to the Original Merger Agreement and Amendment No. 2 to the Original Merger Agreement, filed as Exhibits 2.1 and 2.2, respectively, to Pozen's current report filed on Form 8-K dated as of December 8, 2015.

### **Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing**

Prior to the Transactions, Pozen Common Stock was registered pursuant to Section 12(b) of the Exchange Act and listed on NASDAQ under the symbol "POZN." As a result of the Transactions, each share of Pozen common stock was cancelled and automatically converted into the right to receive one Aralez Common Share. Pozen has requested that NASDAQ file a Form 25 to withdraw Pozen's common shares from listing and terminate Pozen's reporting obligations under Section 12(b) of the Exchange Act for Pozen Common Stock. Pozen Common Stock will be suspended from trading on the NASDAQ as of close of business on February 5, 2016. Pozen intends to file a Form 15 with the SEC to terminate its reporting obligations under Section 12(g) of the Exchange Act for Pozen Common Stock and suspend its reporting obligations under Section 15(d) of the Exchange Act for Pozen Common Stock. The information set forth in Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.01.

### **Item 3.03. Material Modification to Rights of Securityholders**

In connection with the Transactions, on February 5, 2014, each share of Pozen common stock was cancelled and automatically converted into the right to receive one Aralez Common Share. The rights of holders of Aralez Common Shares are governed by the Business Corporations Act (British Columbia) (the "BCBCA") and by Aralez's Amended and Restated Articles, included as exhibit 3.2 to the Registration Statement and incorporated herein by reference. The description of the Aralez Common Shares and the rights of shareholders under the BCBCA are contained under the caption "Comparison of the Rights of Parent Shareholders and Pozen Stockholders" in the Registration Statement, and are incorporated herein by reference.

### **Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year**

On February 5, 2016, in connection with the consummation of the Transactions, Pozen amended and restated its Certificate of Incorporation. The Second Amended and Restated Certificate of Incorporation of Pozen is attached hereto as Exhibit 3.1 and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

- 2.1 Agreement and Plan of Merger and Arrangement, dated as of June 8, 2015, by and among Tribute Pharmaceuticals Canada Inc., Aguono Limited, Trafwell Limited, ARLZ US Acquisition Corp., ARLZ CA Acquisition Corp. and POZEN Inc. (incorporated by reference Exhibit 2.1 to POZEN Inc.'s Current Report on Form 8-K filed June 11, 2015).
- 2.2 Amendment No. 1 to the Agreement and Plan of Merger and Arrangement, dated as of August 19, 2015, by and among Tribute Pharmaceuticals Canada Inc., Aralez Pharmaceuticals Limited, Trafwell Limited, ARLZ US Acquisition Corp., ARLZ CA Acquisition Corp., ARLZ US Acquisition II Corp. and POZEN Inc. (incorporated by reference Exhibit 2.1 to POZEN Inc.'s Current Report on Form 8-K filed December 8, 2015).
- 2.3 Amendment No. 2 to the Agreement and Plan of Merger and Arrangement, dated as of December 7, 2015, by and among Tribute Pharmaceuticals Canada Inc., Aralez Pharmaceuticals plc, Aralez Pharmaceuticals Inc., Aralez Pharmaceuticals Holdings Limited, ARLZ US Acquisition II Corp., ARLZ CA Acquisition Corp. and POZEN Inc. (incorporated by reference to Exhibit 2.2 to POZEN Inc.'s Current Report on Form 8-K filed December 8, 2015).
- 3.1 Second Amended and Restated Certificate of Incorporation of POZEN Inc.
- 99.1 Press Release issued by POZEN Inc. on February 5, 2016.

**SIGNATURE**

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

Date: February 5, 2016

**POZEN INC.**

By: /s/ Scott Charles  
Scott Charles  
Chief Financial Officer

**SECOND AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
POZEN INC.**

POZEN Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

A. The name of the Corporation is POZEN Inc. The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on September 25, 1996 and amended and restated on October 10, 2000.

B. This Second Amended and Restated Certificate of Incorporation has been duly adopted pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware by the directors and stockholders of the Corporation, and restates and integrates and further amends the provisions of the Amended and Restated Certificate of Incorporation of the Corporation.

C. The text of the Amended and Restated Certificate of Incorporation of the Corporation is hereby amended and restated in its entirety to read as follows:

**ARTICLE I**

The name of the corporation (hereinafter called the “**Corporation**”) is POZEN Inc.

**ARTICLE II**

The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, 19808. The name of the registered agent at such address is Corporation Service Company.

**ARTICLE III**

The nature of the business or purpose to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law (the “**DGCL**”).

**ARTICLE IV**

The total number of shares of stock which the Corporation shall have the authority to issue is one hundred (100) shares of common stock, par value \$0.001 per share.

**ARTICLE V**

The management of the business and the conduct of the affairs of the Corporation shall be vested in the Board of Directors of the Corporation (the “**Board**”).

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## ARTICLE VI

The Corporation shall have a perpetual existence.

## ARTICLE VII

In furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to adopt, amend or repeal the Bylaws without the assent or vote of the stockholders.

## ARTICLE VIII

1. Elections of directors need not be by written ballot unless the Bylaws shall so provide.

2. Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws.

## ARTICLE IX

1. A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability:

- (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders,
- (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law;
- (iii) under Section 174 of the DGCL, or
- (iv) for any transaction from which the director derived an improper personal benefit.

2. If the DGCL is amended, changed or modified to authorize corporate action further eliminating or limiting the personal liability of directors to the Corporation, its stockholders or third parties, then the liability of the directors of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended, changed or modified. Any repeal, amendment or modification of the provisions of this Article IX by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation relating to claims arising in connection with events which took place prior to the date of such repeal, amendment or modification.

## ARTICLE X

1. The Corporation shall indemnify any person who was or is a party or witness, or

is threatened to be made a party or witness, to any threatened, pending or completed action, suit or proceeding (including, without limitation, an action, suit or proceeding by or in the right of the Corporation), whether civil, criminal, administrative or investigative (including a grand jury proceeding), by reason of the fact that he or she (i) is or was a director or officer of the Corporation or, (ii) as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent, partner or trustee (or in any similar position) of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, to the fullest extent permitted by the DGCL and any other applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, or in connection with any appeal thereof; *provided however*, that, except as provided in Section 2 of this Article with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such person in connection with an action, suit or proceeding, (or part thereof) initiated by such person only if the initiation of such action, suit or proceeding (or part thereof) was authorized by the Board. Such right to indemnification shall include at the option of the Board the right to payment by the Corporation of expenses incurred in connection with any such action, suit or proceeding in advance of its final disposition; *provided however*, that the payment of such expenses incurred by a director or officer in advance of the final disposition of such action, suit or proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this Article or otherwise.

2. Any indemnification or advancement of expenses required under this Article shall be made promptly, and in any event within sixty (60) days, upon the written request of the person entitled thereto. If a determination by the Corporation that the person is entitled to indemnification pursuant to this Article is required, and the Corporation fails to respond within sixty (60) days to a written request for indemnity, the Corporation shall be deemed to have approved such request. If the Corporation denies a written request for indemnity or advancement of expenses, in whole or in part, or if payment in full pursuant to such request is not made within sixty (60) days, the right to indemnification and advancement of expenses as granted by this Article shall be enforceable by the person in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action or proceeding shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim of advancement of expenses pursuant to this Article where the required undertaking has been received by the Corporation) that the claimant has not met the standard of conduct set forth in the DGCL, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including the Board, independent legal counsel or the stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor the fact that there has been an actual determination by the Corporation (including the Board, independent legal counsel or the stockholders) that the claimant has not met such applicable standard of conduct, shall be a



defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

3. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to any person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person. Any repeal or modification of the provisions of this Article X shall not affect any obligations of the Corporation or any rights regarding indemnification and advancement of expenses of a director, officer, employee or agent with respect to any threatened, pending or completed action, suit or proceeding for which indemnification or the advancement of expenses is requested, in which the alleged cause of action accrued at any time prior to such repeal or modification.

4. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article, the DGCL or otherwise.

5. If this Article or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director and officer of the Corporation as to expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including, without limitation, a grand jury proceeding and an action, suit or proceeding by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated, by the DGCL or by any other applicable law.

#### ARTICLE XI

Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware, may, in a summary fashion, upon the application of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of the DGCL or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of the DGCL, order a meeting of the creditors or class of creditors, or of the stockholders or a class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any

compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

**ARTICLE XII**

The Corporation expressly elects not to be governed by Section 203 of the DGCL, as amended from time to time, relating to business combinations with interested stockholders.

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IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this Corporation on this 5th day of February, 2016.

**POZEN INC.**

By: /s/ Adrian Adams  
Name: Adrian Adams  
Title: Chief Executive Officer

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## POZEN AND TRIBUTE COMBINE TO CREATE ARALEZ PHARMACEUTICALS INC.

- Transformative Transaction Creates Premier Specialty Pharma Company with a Broad Product Portfolio-
- Canadian Domicile Provides Compelling Platform for Growth with Competitive Structure-
- US\$350 Million Capital Commitment from Deerfield-Led Syndicate-

**MILTON, Ontario — February 5, 2016 — Aralez Pharmaceuticals Inc. (“Aralez”)** today announced the completion of the business combination of POZEN Inc. (“POZEN”) and Tribute Pharmaceuticals Canada Inc. (“Tribute”) following approval of the transaction by stockholders of POZEN and shareholders of Tribute. The combined company will operate under Aralez Pharmaceuticals Inc. (“Aralez”), a global specialty pharmaceutical company with operations in Canada, Ireland and the United States. Under the terms of the Agreement and Plan of Merger and Arrangement, each share of POZEN common stock has been converted into the right to receive one Aralez common share and each common share of Tribute (other than dissenting shares) has been exchanged for 0.1455 Aralez common shares.

As of closing, Aralez has approximately 75 million outstanding shares on a fully diluted basis. Commencing on or about February 8, 2016, Aralez will trade on NASDAQ under the ticker symbol “ARLZ”, and on or about February 10, 2016 will begin trading on the Toronto Stock Exchange (“TSX”) under the ticker symbol “ARZ”.

“As Aralez, we have established an efficient platform that offers competitive advantages with committed capital to enable us to aggressively build out our portfolio through strategic business development and M&A, from which we plan to drive long-term value creation for shareholders,” said Adrian Adams, Chief Executive Officer of Aralez. “We have a lean, nimble and performance-oriented operating business model that will allow us to build value organically and through accretive transactions and as such we believe that Aralez is well positioned for further transformational growth.”

### About Aralez Pharmaceuticals Inc.

Aralez Pharmaceuticals Inc. (NASDAQ: ARLZ and TSX: ARZ) is a global specialty pharmaceutical company focused on delivering meaningful products to improve patients’ lives while focusing on creating shareholder value by acquiring, developing and commercializing products primarily in cardiovascular, pain and other specialty areas. Aralez’s Global Headquarters is in Ontario, Canada, the US Headquarters is planned to be in Princeton, NJ and the Irish Headquarters is in Dublin, Ireland. More information about Aralez can be found at [www.aralez.com](http://www.aralez.com).

### Cautionary Language Concerning Forward-Looking Statements

“Safe Harbor” Statement under the Private Securities Litigation Reform Act of 1995:

This press release contains forward-looking statements under applicable securities laws, including, but not limited to, statements related to the proposed listing of Aralez on NASDAQ and TSX and other statements that

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are not historical facts. These forward-looking statements are based on Aralez's current assumptions and expectations and inherently involve significant risks and uncertainties. Actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of these risks and uncertainties, which include, without limitation, risks related to the combined company meeting the listing requirements on NASDAQ and TSX and those risks relating to the transaction and the combined business of POZEN, Tribute and Aralez detailed from time-to-time under the caption "Risk Factors" and elsewhere in each company's respective filings and reports with the SEC. The parties undertake no duty or obligation to update any forward-looking statements contained in this press release as a result of new information, future events or changes in their expectations.

Neither the TSX Venture Exchange nor its Regulation Services Provider (as that term is defined in policies of the TSX Venture Exchange) accepts responsibility for the adequacy or accuracy of this release.

**Contact Information:**

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