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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM S-8  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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**Ligand Pharmaceuticals Incorporated**

(Exact Name of Registrant as Specified in Its Charter)

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

**77-0160744**  
(I.R.S. Employer  
Identification No.)

**5980 Horton Street, Suite 405  
Emeryville  
CA**  
(Address of principal executive offices)

**94608**  
(Zip Code)

**Ligand Pharmaceuticals Incorporated 2002 Stock Incentive Plan, as amended and restated**

**Non-Qualified Inducement Stock Option Grant Notice and Stock Option Agreement**

(Full title of the plans)

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**John L. Higgins**  
**Chief Executive Officer**  
**Ligand Pharmaceuticals Incorporated**  
**5980 Horton Street, Suite 405**  
**Emeryville, CA 94608**  
(Name and address of agent for service)  
**(858) 550-7500**  
(Telephone number, including area code, of agent for service)

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Copies to:  
**Matthew T. Bush, Esq.**  
**Anthony Gostanian, Esq.**  
**Latham & Watkins LLP**  
**12670 High Bluff Drive**  
**San Diego, CA 92130**  
**(858) 523-5400**

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

Large Accelerated Filer

Accelerated Filer

Non-Accelerated Filer

(do not check if a smaller reporting company) Smaller Reporting Company

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

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## EXPLANATORY NOTE

This Registration Statement on Form S-8 registers the offer and sale of (i) an additional 1,000,000 shares of common stock available for issuance under the Ligand Pharmaceuticals Incorporated 2002 Stock Incentive Plan, as amended and restated (the “2002 Plan”) and (ii) 40,000 shares of common stock issued to Kurt Gustafson under the Non-Qualified Inducement Stock Option Grant Notice and Stock Option Agreement, dated April 8, 2022 (the “Inducement Option Agreement”).

We previously filed a Registration Statement on [Form S-1](#) (File No. 333-131029) with the Securities and Exchange Commission (the “Commission”), to register shares of common stock available for issuance under the 2002 Plan at a time when Ligand was not eligible to file a Registration Statement on Form S-8. However, Ligand later became eligible to file a Registration Statement on Form S-8 and opted to file a Post-Effective Amendment No. 2 on Form S-8 to the Registration Statement on Form S-1 for the purpose of converting the Registration Statement on Form S-1 into a Registration Statement on Form S-8. Please see the Registration Statement on [Form S-1](#) filed with the Commission on January 13, 2006, [Amendment No. 1 to Form S-1](#) Registration Statement filed with the Commission on February 10, 2006, Post-Effective Amendment No. 2 on Form S-8 to Form S-1 Registration Statement filed with the Commission on June 18, 2007 for further detail. In accordance with Instruction E to Form S-8, the contents of these prior registration statements and the registration statements on Form S-8, File No. [333-182547](#), File No. [333-160132](#), File No. [333-117129](#), File No. [333-106375](#), File No. [333-91414](#), File No. [333-212775](#), File No. [333-233130](#) and File No. [333-252480](#) previously filed with respect to the 2002 Plan, are hereby incorporated by reference.

### PART I

The documents containing the information specified in Part I of Form S-8 will be sent or given to participants as specified by Rule 428(b)(1) of the Securities Act. These documents and the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

### PART II

#### Item 3. Incorporation of Documents by Reference.

The Commission allows us to incorporate by reference the information we file with it, which means that we can disclose important information to you by referring to those documents. The information incorporated by reference is an important part of this Registration Statement, and information that we file later with the Commission will automatically update and supersede this information. We incorporate by reference the following documents we have filed, or may file, with the Commission:

- (1) the description of our common stock contained in our Registration Statement on Form 8-A filed with the Commission on November 21, 1994, and any amendment or report filed for the purpose of updating such description;
- (2) our Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2021 filed with the Commission on February 28, 2022;
- (3) our Quarterly Report on [Form 10-Q](#) for the fiscal quarter ended March 31, 2022 filed with the Commission on May 9, 2022;
- (4) our Current Reports on Form 8-K filed with the Commission on [January 14, 2022](#), [January 27, 2022](#), [March 23, 2022](#) and [March 24, 2022](#); and
- (5) all documents filed by us with the Commission pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), after the date of this Registration Statement and prior to the termination of this offering of securities.

Any statement incorporated herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus. Under no circumstances will any information filed under current item 2.02 or 7.01 of Form 8-K or related exhibits furnished pursuant to current item 9.01 of Form 8-K be deemed incorporated herein by reference unless such Form 8-K expressly provides to the contrary.

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**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

Not applicable.

**Item 6. Indemnification of Directors and Officers.**

Subsection (a) of Section 145 of the General Corporation Law of the State of Delaware (referred to as the “DGCL”) empowers a corporation to indemnify any person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person 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 or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful.

Subsection (b) of Section 145 empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person acted in any of the capacities set forth above, against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145 further provides that to the extent a director or officer of a corporation has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (a) and (b) of Section 145, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith; that indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; and the indemnification provided for by Section 145 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of such person’s heirs, executors and administrators. Section 145 also empowers the corporation to purchase and maintain insurance on behalf of 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 or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify such person against such liabilities under Section 145.

Section 102(b)(7) of the DGCL provides that a corporation’s certificate of incorporation may contain a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director (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 law, (iii) under Section 174 of the DGCL or (iv) for any transaction from which the director derived an improper personal benefit.

Our amended and restated certificate of incorporation provides for indemnification of its directors, officers, employees and other agents to the maximum extent permitted by the DGCL, and our bylaws provide for indemnification of its directors, officers, employees and other agents to the maximum extent permitted by the DGCL.

In addition, we have entered into separate indemnification agreements with our directors and officers which may be broader than the specific indemnification provisions contained in the DGCL. These indemnification agreements may require us, among other things, to indemnify our officers and directors against liabilities that may arise by reason of their status or service as directors or officers, other than liabilities arising from willful misconduct. These indemnification agreements also may require us to advance any expenses incurred by the directors or officers as a result of any proceeding against them as to which they could be indemnified. In addition, we have purchased a

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policy of directors' and officers' liability insurance that insures our directors and officers against the cost of defense, settlement or payment of a judgment in some circumstances. These indemnification provisions and the indemnification agreements may be sufficiently broad to permit indemnification of our officers and directors for liabilities, including reimbursement of expenses incurred, arising under the Securities Act of 1933, as amended (the "Securities Act").

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
<a href="#">3.1</a>	Amended and Restated Certificate of Incorporation of the Company	S-4	333-58823	3.1	07/09/1998	
<a href="#">3.2</a>	Fourth Amended and Restated Bylaws of the Company	8-K	001-33093	3.1	10/30/2020	
<a href="#">3.3</a>	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of the Company dated June 14, 2000	10-K	000-20720	3.5	03/29/2001	
<a href="#">3.4</a>	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of the Company dated June 30, 2004	10-Q	000-20720	3.6	08/05/2004	
<a href="#">3.5</a>	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of the Company, dated November 17, 2010	8-K	001-33093	3.1	11/19/2010	
<a href="#">3.6</a>	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of the Company, dated June 19, 2018	S-8	333-233130	3.6	08/08/2019	
<a href="#">4.1</a>	Specimen stock certificate for shares of the common stock of the Company	10-K	001-33093	4.1	03/01/2018	
<a href="#">4.2</a>	Description of Registered Securities	10-K	001-33093	4.3	02/24/2021	
<a href="#">5.1</a>	Opinion of Latham & Watkins LLP					X
<a href="#">10.1</a>	2002 Stock Incentive Plan, as amended and restated	DEF 14A	001-33093	Appendix A	04/22/2022	
<a href="#">10.2</a>	Non-Qualified Inducement Stock Option Grant Notice and Stock Option Agreement dated April 8, 2022 by and between the Company and Kurt Gustafson					X
<a href="#">23.1</a>	Consent of Ernst & Young LLP, independent registered public accounting firm					X
<a href="#">23.2</a>	Consent of Latham & Watkins LLP (included in Exhibit 5.1 hereto)					X
<a href="#">24.1</a>	Power of Attorney (see signature page)					X
<a href="#">107</a>	Calculation of Filing Fee Table					X

**Item 9. Undertakings.**

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

*provided, however,* that the undertakings set forth in paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) above do not apply if the registration statement is on Form S-3 or Form F-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
  - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
  - (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
  - (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.
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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on June 13, 2022.

**Ligand Pharmaceuticals Incorporated**

By \_\_\_\_\_ /s/ John L. Higgins  
John L. Higgins  
*Chief Executive Officer*

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints John L. Higgins, Matthew Korenberg and Charles S. Berkman, and each of them acting individually, as his or her attorney-in-fact, each with full power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement on Form S-8 (including post-effective amendments), and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or any substitute, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

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Signature	Title	Date
<u>/s/ John L. Higgins</u> John L. Higgins	Chief Executive Officer and Director (Principal Executive Officer)	June 13, 2022
<u>/s/ Matthew Korenberg</u> Matthew Korenberg	Executive Vice President, Finance and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	June 13, 2022
<u>/s/ John W. Kozarich</u> John W. Kozarich	Chairman	June 13, 2022
<u>/s/ Jason M. Aryeh</u> Jason M. Aryeh	Director	June 13, 2022
<u>/s/ Sarah Boyce</u> Sarah Boyce	Director	June 13, 2022
<u>/s/ Jennifer Cochran</u> Jennifer Cochran	Director	June 13, 2022
<u>/s/ Todd C. Davis</u> Todd C. Davis	Director	June 13, 2022
<u>/s/ Nancy Ryan Gray</u> Nancy Ryan Gray	Director	June 13, 2022
<u>/s/ John L. LaMattina</u> John L. LaMattina	Director	June 13, 2022
<u>/s/ Sunil Patel</u> Sunil Patel	Director	June 13, 2022
<u>/s/ Stephen L. Sabba</u> Stephen L. Sabba	Director	June 13, 2022

## CALCULATION OF FILING FEE TABLE

Form S-8  
(Form Type)

**Ligand Pharmaceuticals Incorporated**  
(Exact name of registrant as specified in its charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, \$0.001 par value per share	Rule 457(c) and Rule 457(h)	1,000,000 (2)	\$83.33(3)	\$83,330,000 (3)	\$92.70 per \$1,000,000	\$7,724.69
Equity	Common Stock, \$0.001 par value per share	Rule 457(h)	40,000 (4)	\$117.06 (5)	\$4,682,400 (5)	\$92.70 per \$1,000,000	\$434.06
Total Offering Amounts					\$88,012,400		\$8,158.75
Total Fee Offsets (6)							\$0
Net Fee Due							\$8,158.75

- (1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of Common Stock, par value \$0.001 ("Common Stock"), of Ligand Pharmaceuticals Incorporated (the "Registrant") that become issuable under the Registrant's Ligand Pharmaceuticals Incorporated 2002 Stock Incentive Plan, as amended and restated (the "Plan") by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without receipt of consideration that increases the number of outstanding shares of Common Stock.
- (2) Represents 1,000,000 shares of Common Stock authorized for future issuance under the Plan.
- (3) Estimated in accordance with Rule 457(c) and Rule 457(h) under the Securities Act solely for the purpose of calculating the registration fee. The maximum price per share and maximum aggregate offering price are based upon the average of the high and low prices of the Common Stock as reported on the Nasdaq Global Market on June 6, 2022, which date is within five business days prior to filing this Registration Statement.
- (4) Represents 40,000 shares of Common Stock issuable upon exercise of stock options granted to Kurt Gustafson, Chief Financial Officer of OmniAb, Inc., a subsidiary of the Registrant, pursuant to the Non-Qualified Inducement Stock Option Grant Notice and Stock Option Agreement, dated April 8, 2022 (the "Inducement Option Agreement").
- (5) The proposed maximum offer price per share has been determined pursuant to Rule 457(h) of the Securities Act solely for the purpose of calculating the registration fee. The proposed maximum offering price per share is \$117.06 per share, which is the exercise price of options granted under the Inducement Option Agreement.
- (6) The Registrant does not have any fee offsets.

LATHAM & WATKINS LLP

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www.lw.com

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London	Singapore
Los Angeles	Tokyo
Madrid	Washington, D.C.
Milan	

June 13, 2022

Ligand Pharmaceuticals Incorporated  
5980 Horton Street, Suite 405  
Emeryville, CA 94608

Re: Registration Statement on Form S-8: 1,040,000 Shares of Common Stock, par value \$0.001 per share

To the addressees set forth above:

We have acted as special counsel to Ligand Pharmaceuticals Incorporated, a Delaware corporation (the “*Company*”), in connection with the proposed issuance of 1,000,000 shares of common stock, par value \$0.001 per share, of the Company (“*Common Stock*”), issuable pursuant to the Company’s 2002 Stock Incentive Plan, as amended and restated (the “*2002 Plan*”) and 40,000 shares of Common Stock (together with the shares of Common Stock issuable pursuant to the 2002 Plan, the “*Shares*”), issuable pursuant to that certain Non-Qualified Inducement Stock Option Grant Notice and Stock Option Agreement dated April 8, 2022 by and between the Company and Kurt Gustafson (the “*Inducement Option Agreement*”). The Shares are included in a registration statement on Form S-8 under the Securities Act of 1933, as amended (the “*Act*”), filed with the Securities and Exchange Commission (the “*Commission*”) on June 13, 2022 (the “*Registration Statement*”). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement, other than as expressly stated herein with respect to the issue of the Shares.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and

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other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein only as to the General Corporation Law of the State of Delaware, and we express no opinion with respect to any other laws.

In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as copies.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, when the Shares have been duly registered on the books of the transfer agent and registrar therefor in the name or on behalf of the recipients, or certificates representing the Shares have been manually signed by an authorized officer of the transfer agent and registrar therefor, and subject to the Company completing all actions and proceedings required on its part to be taken prior to the issuance of the Shares, and when the Shares have been issued by the Company against payment therefor (not less than par value) in the circumstances contemplated by the 2002 Plan or the Inducement Option Agreement, the issuance and sale of the Shares will have been duly authorized by all necessary corporate action of the Company, and the Shares will be validly issued, fully paid and nonassessable. In rendering the foregoing opinion, we have assumed that the Company will comply with all applicable notice requirements regarding uncertificated shares provided in the General Corporation Law of the State of Delaware.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Latham & Watkins LLP

**LIGAND PHARMACEUTICALS INCORPORATED**  
**NOTICE OF GRANT OF NON-QUALIFIED INDUCEMENT STOCK OPTION**

As inducement material to the decision by the individual listed below (“Optionee”) to accept employment with OmniAb, Inc. (“OmniAb”), a subsidiary of Ligand Pharmaceuticals Incorporated (the “Corporation”), the Corporation hereby grants to Optionee a non-qualified stock option to purchase the number of shares (“Shares”) of Common Stock of the Corporation set forth below (the “Option”). This Option is subject to the terms and conditions set forth in this Notice of Grant of Non-Qualified Inducement Stock Option (the “Grant Notice”) and the Non-Qualified Inducement Stock Option Agreement (the “Stock Option Agreement”) attached hereto as Exhibit A, which is incorporated herein by reference. This Option is made and granted as a stand-alone award and is not granted under or pursuant to the Ligand Pharmaceuticals Incorporated 2002 Stock Incentive Plan, as amended and restated effective December 15, 2020 (the “Plan”).

Optionee: Kurt Gustafson

Grant Date: April 8, 2022

Vesting Commencement Date: March 21, 2022

Exercise Price: \$117.06

Number of Option Shares: 40,000

Expiration Date: April 7, 2032

Type of Option: Non-Qualified Stock Option

Exercise Schedule: Twelve and one-half percent (12.5%) of the Option Shares subject to the Option shall vest on the six (6) month anniversary of the Vesting Commencement Date, and one forty-eighth (1/48th) of the Option Shares subject to the Option shall vest on each monthly anniversary thereafter, so that all of the Shares subject to the Option shall be vested on the fourth (4th) anniversary of the Vesting Commencement Date, subject to Optionee’s Service with the Corporation and/or OmniAB, Inc. on each applicable vesting date.

Employment at Will. Nothing in this Grant Notice or in the attached Stock Option Agreement shall confer upon Optionee any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Corporation (or any Parent or Subsidiary employing or retaining Optionee) or of Optionee, which rights are hereby expressly reserved by each, to terminate Optionee’s Service at any time for any reason, with or without cause.

Definitions. All capitalized terms in this Grant Notice shall have the meaning assigned to them in this Grant Notice or in the attached Stock Option Agreement. For convenience purposes only, capitalized terms not defined in the Grant Notice or in the Stock Option Agreement shall have the meaning assigned to them in the Plan.

By accepting Optionee’s signature below, Optionee agrees to be bound by the terms and conditions of this Grant Notice and the Stock Option Agreement. Optionee has reviewed this Grant Notice and the Stock Option Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Grant Notice and fully understands all provisions of this Grant Notice and the Stock Option Agreement. Participant hereby agrees to accept as binding, conclusive and final all

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decision and interpretations of the Plan Administrator upon any questions arising under this Grant Notice and the Stock Option Agreement.

**Ligand Pharmaceuticals Incorporated**

**Optionee**

By:  
Print Name:  
Title:

By:  
Print Name: Kurt Gustafson

**EXHIBIT A  
LIGAND PHARMACEUTICALS INCORPORATED**

**NON-QUALIFIED INDUCEMENT STOCK OPTION AGREEMENT**

**RECITALS**

A. In consideration of Participant's agreement to commence employment with and remain in the employ of the Corporation (or a Parent or Subsidiary), and for other good and valuable consideration, effective as of the Grant Date set forth in the Grant Notice, the Corporation has granted to Optionee an option to purchase the Option Shares set forth in the Grant Notice.

B. All capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix.

NOW, THEREFORE, it is hereby agreed as follows:

1. **GRANT OF OPTION.** The Corporation hereby grants to Optionee, as of the Grant Date, an option to purchase up to the number of Option Shares specified in the Grant Notice. The Option Shares shall be purchasable from time to time during the option term specified in Paragraph 2 at the Exercise Price.

(a) The option is made and granted as a stand-alone award and apart from, and outside of, the Plan, and shall not constitute an award granted under or pursuant to the Plan. Notwithstanding the foregoing, the terms, conditions and definitions set forth in the Plan shall apply to the option (including but not limited to the adjustment provisions contained in Article One, Section V.D of the Plan), and the option shall be subject to such terms, conditions and definitions set forth in the Plan which are hereby incorporated into this Agreement by reference. For the avoidance of doubt, the option shall not be counted for purposes of calculating the aggregate number of Shares that may be issued or transferred pursuant to Awards under the Plan as set forth in Article One, Section V.A of the Plan. In the event of any inconsistency between the Plan and this Agreement, the terms of this Agreement shall control.

(b) The option is intended to constitute an "employment inducement grant" under NASDAQ Listing Rule 5635(c)(4), and consequently is intended to be exempt from the NASDAQ rules regarding stockholder approval of stock option and stock purchase plans. This Agreement and the terms and conditions of the option shall be interpreted in accordance and consistent with such exemption.

2. **OPTION TERM.** This option shall have a maximum term of ten (10) years measured from the Grant Date and shall accordingly expire at the close of business on the Expiration Date, unless sooner terminated in accordance with Paragraph 5 or 6.

3. **LIMITED TRANSFERABILITY.**

(a) This option shall be neither transferable nor assignable by Optionee other than by will or the laws of inheritance following Optionee's death and may be exercised, during Optionee's lifetime, only by Optionee. However, Optionee may designate one or more persons as the beneficiary or beneficiaries of this option, and this option shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon the Optionee's death while holding this option. Such beneficiary or beneficiaries shall take the transferred

option subject to all the terms and conditions of this Agreement, including (without limitation) the limited time period during which this option may, pursuant to Paragraph 5, be exercised following Optionee's death.

(b) This option may be assigned in whole or in part during Optionee's lifetime to one or more members of Optionee's family or to a trust established for the exclusive benefit of one or more such family members or to Optionee's former spouse, to the extent such assignment is in connection with the Optionee's estate plan or pursuant to a domestic relations order. The assigned portion shall be exercisable only by the person or persons who acquire a proprietary interest in the option pursuant to such assignment. The terms applicable to the assigned portion shall be the same as those in effect for this option immediately prior to such assignment.

4. DATES OF EXERCISE. This option shall become exercisable for the Option Shares in one or more installments as specified in the Grant Notice. As the option becomes exercisable for such installments, those installments shall accumulate, and the option shall remain exercisable for the accumulated installments until the Expiration Date or sooner termination of the option term under Paragraph 5 or 6.

5. CESSATION OF SERVICE. The option term specified in Paragraph 2 shall terminate (and this option shall cease to be outstanding) prior to the Expiration Date should any of the following provisions become applicable:

(a) Should Optionee cease to remain in Service for any reason (other than death or Permanent Disability) while this option is outstanding, then Optionee (or any person or persons to whom this option is transferred pursuant to a permitted transfer under Paragraph 3) shall have a period of three (3) months (commencing with the date of such cessation of Service) during which to exercise this option, but in no event shall this option be exercisable at any time after the Expiration Date.

(b) Should Optionee die while this option is outstanding, then the personal representative of Optionee's estate or the person or persons to whom the option is transferred pursuant to Optionee's will or the laws of inheritance following Optionee's death or to whom the option is transferred during Optionee's lifetime pursuant to a permitted transfer under Paragraph 3 shall have the right to exercise this option. However, if Optionee dies while holding this option and has an effective beneficiary designation in effect for this option at the time of his or her death, then the designated beneficiary or beneficiaries shall have the exclusive right to exercise this option following Optionee's death. Any such right to exercise this option shall lapse, and this option shall cease to be outstanding, upon the earlier of (i) the expiration of the twelve (12)-month period measured from the date of Optionee's death or (ii) the Expiration Date.

(c) Should Optionee cease Service by reason of Permanent Disability while this option is outstanding, then Optionee (or any person or persons to whom this option is transferred pursuant to a permitted transfer under Paragraph 3) shall have a period of twelve (12) months (commencing with the date of such cessation of Service) during which to exercise this option. In no event shall this option be exercisable at any time after the Expiration Date.

(d) During the limited period of post-Service exercisability, this option may not be exercised in the aggregate for more than the number of Option Shares for which the option is exercisable at the time of Optionee's cessation of Service. Upon the expiration of such limited exercise period or (if earlier) upon the Expiration Date, this option shall terminate and cease to be outstanding for any exercisable Option Shares for which the option has not been exercised. However, this option shall, immediately upon Optionee's cessation of Service for any reason, terminate and cease to be outstanding with respect to any Option Shares for which this option is not otherwise at that time exercisable.

6. SPECIAL ACCELERATION OF OPTION.

(a) This option, to the extent outstanding at the time of a Change in Control but not otherwise fully exercisable, shall automatically accelerate so that this option shall, immediately prior to the effective date of such Change in Control, become exercisable for all of the Option Shares at the time subject to this option and may be exercised for any or all of those Option Shares as fully vested shares of Common Stock. However, this option shall not become exercisable on such an accelerated basis, if and to the extent: (i) this option is to be assumed by the successor corporation (or parent thereof) or is otherwise to be continued in full force and effect pursuant to the terms of the Change in Control transaction or (ii) this option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing at the time of the Change in Control on any Option Shares for which this option is not otherwise at that time exercisable (the excess of the Fair Market Value of those Option Shares over the aggregate Exercise Price payable for such shares) and provides for subsequent payout of that spread in accordance with the same option exercise/vesting schedule for those Option Shares set forth in the Grant Notice.

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(b) Immediately following the Change in Control, this option shall terminate and cease to be outstanding, except to the extent assumed by the successor corporation (or parent thereof) or otherwise continued in effect pursuant to the terms of the Change in Control transaction.

(c) If this option is assumed in connection with a Change in Control or otherwise continued in effect, then this option shall be appropriately adjusted, immediately after such Change in Control, to apply to the number and class of securities which would have been issuable to Optionee in consummation of such Change in Control had the option been exercised immediately prior to such Change in Control, and appropriate adjustments shall also be made to the Exercise Price, provided the aggregate Exercise Price shall remain the same. To the extent the actual holders of the Corporation's outstanding Common Stock receive cash consideration for their Common Stock in consummation of the Change in Control, the successor corporation may, in connection with the assumption of this option, substitute one or more shares of its own common stock with a fair market value equivalent to the cash consideration paid per share of Common Stock in such Change in Control.

(d) This Agreement shall not in any way affect the right of the Corporation to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. ADJUSTMENT IN OPTION SHARES. The option shall be subject to adjustment as provided in Article One, Section V.D of the Plan.

8. STOCKHOLDER RIGHTS. The holder of this option shall not have any stockholder rights with respect to the Option Shares until such person shall have exercised the option, paid the Exercise Price and become a holder of record of the purchased shares.

9. MANNER OF EXERCISING OPTION.

(a) In order to exercise this option with respect to all or any part of the Option Shares for which this option is at the time exercisable, Optionee (or any other person or persons exercising the option) must take the following actions:

(i) Execute and deliver to the Corporation a Notice of Exercise for the Option Shares for which the option is exercised.

(ii) Pay the aggregate Exercise Price for the purchased shares in one or more of the following forms:

(A) cash or check made payable to the Corporation (includes cash paid from Optionee's brokerage pursuant to a presale of shares in a so-called "cashless" exercise);

(B) subject to the consent of the Plan Administrator, shares of Common Stock held by Optionee (or any other person or persons exercising the option) for the requisite period necessary to avoid a charge to the Corporation's earnings for financial reporting purposes and valued at Fair Market Value on the Exercise Date;

(C) shares of Common Stock issuable upon the exercise of the option having a Fair Market Value on the Exercise Date equal to the aggregate exercise price of the Option Shares with respect to which the option or portion thereof is being exercised; or

(D) through a special sale and remittance procedure pursuant to which Optionee (or any other person or persons exercising the option) shall concurrently provide irrevocable instructions (i) to a brokerage firm to effect the immediate sale of the purchased shares and remit to the Corporation, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate Exercise Price payable for the purchased shares plus all applicable income and employment taxes required to be withheld by the Corporation by reason of such exercise and (ii) to the Corporation to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale.

Except to the extent the sale and remittance procedure is utilized in connection with the option exercise, payment of the Exercise Price must accompany the Notice of Exercise delivered to the Corporation in connection with the option exercise.

(iii) Furnish to the Corporation appropriate documentation that the person or persons exercising the option (if other than Optionee) have the right to exercise this option.

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(iv) Make appropriate arrangements with the Corporation (or Parent or Subsidiary employing or retaining Optionee) for the satisfaction of all applicable income and employment tax withholding requirements applicable to the option exercise, which amounts may be paid in on or more of the forms of consideration permitted under clause (ii) above, subject to Article Six, Section I of the Plan and any required consent of the Plan Administrator under clause (ii) above. To the extent any employment tax withholding will be satisfied by Optionee pursuant to clause (B) or (C) under clause (ii) above, the shares to be surrendered to the Corporation or withheld from the shares of Common Stock otherwise issuable upon the exercise shall be limited to those shares with a Fair Market Value not exceeding the amount necessary to satisfy the tax withholding obligation of the Corporation with respect to the exercise of the option based on the minimum applicable statutory withholding rates.

(b) As soon as practical after the Exercise Date, the Corporation shall issue to or on behalf of Optionee (or any other person or persons exercising this option) a certificate for the purchased Option Shares, with the appropriate legends affixed thereto.

(c) In no event may this option be exercised for any fractional shares.

10. COMPLIANCE WITH LAWS AND REGULATIONS.

(a) The exercise of this option and the issuance of the Option Shares upon such exercise shall be subject to compliance by the Corporation and Optionee with all applicable requirements of law relating thereto and with all applicable regulations of any stock exchange (including The Nasdaq Stock Market, if applicable) on which the Common Stock may be listed for trading at the time of such exercise and issuance.

(b) The inability of the Corporation to obtain approval from any regulatory body having authority deemed by the Corporation to be necessary to the lawful issuance and sale of any Common Stock pursuant to this option shall relieve the Corporation of any liability with respect to the non-issuance or sale of the Common Stock as to which such approval shall not have been obtained. The Corporation, however, shall use its best efforts to obtain all such approvals.

11. SUCCESSORS AND ASSIGNS. Except to the extent otherwise provided in Paragraphs 3 and 6, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Corporation and its successors and assigns and Optionee, Optionee's assigns, the legal representatives, heirs and legatees of Optionee's estate and any beneficiaries of this option designated by Optionee.

12. NOTICES. Any notice required to be given or delivered to the Corporation under the terms of this Agreement shall be in writing and addressed to the Corporation at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the most recent address for Optionee on the Corporation's payroll records. All notices shall be deemed effective upon personal delivery or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

13. CONSTRUCTION. All decisions of the Plan Administrator with respect to any question or issue arising under the Option, the Grant Notice or this Agreement shall be conclusive and binding on all persons having an interest in this option.

14. GOVERNING LAW. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of California without resort to that State's conflict-of-laws rules.

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**APPENDIX**

The following definitions shall be in effect under the Agreement:

- A. AGREEMENT shall mean this Non-Qualified Inducement Stock Option Agreement.
  - B. BOARD shall mean the Corporation's Board of Directors.
  - C. CHANGE IN CONTROL shall mean a change in ownership or control of the Corporation effected through any of the following transactions:
    - (i) a merger, consolidation or other reorganization approved by the Corporation's stockholders, unless securities representing more than fifty percent (50%) of the total combined voting power of the voting securities of the successor corporation are immediately thereafter beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned the Corporation's outstanding voting securities immediately prior to such transaction, or
    - (ii) the sale, transfer or other disposition of all or substantially all of the Corporation's assets in complete liquidation or dissolution of the Corporation, or
    - (iii) the acquisition, directly or indirectly by any person or related group of persons (other than the Corporation or a person that directly or indirectly controls, is controlled by, or is under common control with, the Corporation), of beneficial ownership (within the meaning of Rule 13d-3 of the 1934 Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Corporation's outstanding securities pursuant to a tender or exchange offer made directly to the Corporation's stockholders.
  - E. COMMON STOCK shall mean shares of the Corporation's common stock.
  - F. CODE shall mean the Internal Revenue Code of 1986, as amended.
  - G. CORPORATION shall mean Ligand Pharmaceuticals Incorporated, a Delaware corporation, and any successor corporation to all or substantially all of the assets or voting stock of Ligand Pharmaceuticals Incorporated which shall by appropriate action assume the Option.
  - H. EMPLOYEE shall mean an individual who is in the employ of the Corporation (or any Parent or Subsidiary), subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.
  - I. EXERCISE DATE shall mean the date on which the option shall have been exercised in accordance with Paragraph 9 of the Agreement.
  - J. EXERCISE PRICE shall mean the exercise price per Option Share as specified in the Grant Notice.
  - K. EXPIRATION DATE shall mean the date on which the option expires as specified in the Grant Notice.
  - L. FAIR MARKET VALUE per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:
    - (i) If the Common Stock is at the time traded on The Nasdaq Stock Market, then the Fair Market Value shall be deemed equal to the closing selling price per share of Common Stock on the date in question, as the price is reported by the National Association of Securities Dealers on The Nasdaq Stock Market and published in The Wall Street Journal. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists, or
    - (ii) If the Common Stock is at the time listed on any Stock Exchange, then the Fair Market Value shall be deemed equal to the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Plan Administrator to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in The Wall Street Journal. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.
  - M. GRANT DATE shall mean the date of grant of the option as specified in the Grant Notice.
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N. GRANT NOTICE shall mean the Notice of Grant of Non-Qualified Inducement Stock Option accompanying the Agreement, pursuant to which Optionee has been informed of the basic terms of the option evidenced hereby.

O. INDEPENDENT DIRECTOR shall mean a director of the Corporation who is not an employee of the Corporation and who qualifies as “independent” within the meaning of NASDAQ Stock Market Rule 5605(a)(2), or any successor rule, if the Corporation’s securities are traded on the NASDAQ Stock Market, and/or the applicable requirements of any other established stock exchange on which the Corporation’s securities are traded, as applicable, as such rules and requirements may be amended from time to time.

P. NON-EMPLOYEE DIRECTOR shall mean a director of the Corporation who qualifies as a “Non-Employee Director” as defined in Rule 16b-3(b)(3) of the Exchange Act, or any successor definition.

Q. NOTICE OF EXERCISE shall mean the notice of exercise in the form approved by the Plan Administrator from time to time.

R. OPTION SHARES shall mean the number of shares of Common Stock subject to the option as specified in the Grant Notice.

S. OPTIONEE shall mean the person to whom the option is granted as specified in the Grant Notice.

T. PARENT shall mean any corporation (other than the Corporation) in an unbroken chain of corporations ending with the Corporation, provided each corporation in the unbroken chain (other than the Corporation) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

U. PERMANENT DISABILITY shall mean the inability of Optionee to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or has lasted or can be expected to last for a continuous period of twelve (12) months or more.

V. PLAN shall mean the Corporation’s 2002 Stock Incentive Plan, as amended from time to time.

W. PLAN ADMINISTRATOR shall mean (a) the Corporation’s Human Capital Management and Compensation Committee comprised of Independent Directors, each of whom is also a Non-Employee Director, or (b) a majority of the Corporation’s Independent Directors.

X. SERVICE shall mean the Optionee’s performance of services for the Corporation (or any Parent or Subsidiary) in the capacity of an Employee, a non-employee member of the board of directors or a consultant or independent advisor.

Y. STOCK EXCHANGE shall mean the American Stock Exchange or the New York Stock Exchange.

Z. SUBSIDIARY shall mean any corporation (other than the Corporation) in an unbroken chain of corporations beginning with the Corporation, provided each corporation (other than the last corporation) in the unbroken chain owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Ligand Pharmaceuticals Incorporated 2002 Stock Incentive Plan, as amended and restated of our reports dated February 28, 2022, with respect to the consolidated financial statements of Ligand Pharmaceuticals Incorporated and the effectiveness of internal control over financial reporting of Ligand Pharmaceuticals Incorporated included in its Annual Report (Form 10-K) for the year ended December 31, 2021, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

San Diego, California

June 13, 2022