

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of Earliest Event Reported): April 30, 2015 (April 28, 2015)

ENDO INTERNATIONAL PLC

(Exact Name of Registrant as Specified in Its Charter)

Ireland

(State or other jurisdiction
of incorporation)

001-36326

(Commission File Number)

Not Applicable

(I.R.S. Employer
Identification No.)

First Floor, Minerva House, Simonscourt Road, Ballsbridge, Dublin 4, Ireland

(Address of principal executive offices)

Not Applicable

(Zip Code)

Registrant's telephone number, including area code 011-353-1-268-2000

Not Applicable

Former name or former address, if changed since last report

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))

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Matthew J. Maletta

On April 28, 2015, the Registrant announced that its Board of Directors (the Board) has appointed Mr. Matthew J. Maletta to the position of Executive Vice President and Chief Legal Officer of the Registrant, effective May 4, 2015. Mr. Maletta replaces Ms. Caroline B. Manogue, who, on January 5, 2015, announced her intention to retire from her position as Executive Vice President and Chief Legal Officer of the Registrant on July 1, 2015 or sooner once her successor has been appointed.

Mr. Maletta, 44, joins the Registrant from Allergan, Inc. (Allergan), where he served since 2002 in various legal and administrative leadership roles including, among others, Vice President, Associate General Counsel & Corporate Secretary; Interim Global Head, Human Resources and Member of Executive Committee; and Vice President, Associate General Counsel & Assistant Corporate Secretary. Prior to Allergan, Mr. Maletta was in private practice for approximately five years, focusing on general corporate matters, finance, governance, securities and transactions. Mr. Maletta received his B.A. from the University of Minnesota and J.D. from University of Minnesota Law School.

In connection with Mr. Maletta's appointment as Executive Vice President and Chief Legal Officer, he entered into an executive employment agreement (the Agreement) with a wholly owned subsidiary of the Registrant, dated April 28, 2015, which is effective upon the commencement of his employment with the Registrant (the Employment Commencement Date), on April 28, 2015.

The term of the Agreement begins on the Employment Commencement Date and ends on its third anniversary. Under the Agreement, Mr. Maletta is entitled to base salary of \$475,000 and an annual cash performance bonus with a target of 55% of salary and a maximum bonus in accordance with the terms of the applicable annual cash bonus plan as in effect from time to time. Mr. Maletta will receive an initial grant of restricted stock units valued at \$312,500 with 25% vesting on each of the first four anniversaries of the grant date, an initial grant of nonqualified stock options valued at \$312,500 with 25% vesting on each of the first four anniversaries of the grant date, and an initial grant of performance share units valued at \$625,000, vesting on the third anniversary of the grant date, subject to the achievement of applicable performance criteria.

The initial grant of restricted stock units and nonqualified stock options vests immediately on Mr. Maletta's termination due to death or disability. In the case of Mr. Maletta's termination without cause or for good reason, the portion of the initial grant of restricted stock units and nonqualified stock options that would have vested had Mr. Maletta remained employed by the Registrant for an additional two years following Mr. Maletta's termination date vests immediately. The initial grant of performance share units vests at target on Mr. Maletta's death, is eligible for continued vesting based on achievement of applicable performance criteria on Mr. Maletta's termination due to disability, is deemed achieved upon a change of control of the Registrant based on achievement of applicable performance criteria if not assumed or substituted, or if assumed or substituted and Mr. Maletta incurs a qualified termination of employment, and is eligible for prorated vesting based on achievement of applicable performance criteria on Mr. Maletta's termination without cause or for good reason. All initial equity awards are subject to double trigger vesting upon a change of control of the Registrant.

Mr. Maletta is entitled to employee benefits, executive benefits, perquisites, reimbursement of expenses and vacation generally on the same basis as other senior executives.

The Agreement provides that, upon termination without cause or for good reason, Mr. Maletta will be entitled to a prorated bonus for the year of termination (based on actual results), severance in an amount equal to two times the sum of his base salary and target bonus and continuation of medical and life insurance benefits for two years following termination. Receipt of this severance is conditioned on Mr. Maletta's release of claims against the Registrant. Payments upon termination due to death or disability include a prorated bonus for the year of termination (based on actual results), and, in the event of disability, 24 months of salary continuation offset by disability benefits. Mr. Maletta may reduce payments to the extent such payments would constitute "excess parachute payments" under Sections 280G and 4999 of the Internal Revenue Code.

The Agreement also contains covenants not to solicit for 12 months, not to compete for 12 months, non-disparagement and cooperation by Mr. Maletta in any investigations and litigation.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety to the full text of the Agreement, a copy of which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

A copy of the press release announcing the appointment of Mr. Maletta is furnished herewith as Exhibit 99.1 and is incorporated herein by reference.

John J. Delucca

On April 28, 2015, John J. Delucca notified the Registrant of his intent to not stand for reelection as a director of the Registrant at its 2015 Annual General Meeting of Shareholders. Mr. Delucca currently serves as Chairman of the Registrant's Audit Committee and is an alternate member of its Compensation Committee. Mr. Delucca will continue to serve as a director of the Registrant until the expiration of his term at the 2015 Annual General Meeting of Shareholders. Mr. Delucca's decision not to stand for reelection as a director of the Registrant is not due to any disagreement with the Registrant on any matter relating to the Registrant's operations, policies or practices.

Item 8.01. Other Events.

On April 28, 2015, the Board resolved to approve a share buyback program (the 2015 Share Buyback Program). The 2015 Share Buyback Program authorizes the Registrant to redeem in the aggregate up to \$2.50 billion of its outstanding ordinary shares. In accordance with Irish Law and the Registrant's Articles of Association, all ordinary shares redeemed shall be cancelled upon redemption.

Redemptions under this program may be made from time to time in open market or negotiated transactions or otherwise, as determined by the Transactions Committee of the Board. This program does not obligate the Registrant to redeem any particular amount of ordinary shares. Future redemptions, if any, will depend on factors such as levels of cash generation from operations, cash requirements for investment in the Registrant's business, repayment of future debt, if any, the then current share price, market conditions, legal limitations and other factors. The 2015 Share Buyback Program may be suspended, modified or discontinued at any time.

The Registrant is empowered by its Articles of Association to conduct share buyback programs. This is equivalent to the authority granted on February 25, 2014 by the historic shareholders of the Registrant who authorized the Registrant to make open-market purchases of its ordinary shares immediately following the acquisition of Paladin Labs Inc. (the Acquisition). Under Irish law, this authority continued to apply to the Registrant following the Acquisition.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Executive Employment Agreement between Endo Health Solutions Inc. and Matthew J. Maletta, effective as of April 28, 2015
99.1	Press Release of the Registrant dated April 28, 2015

SIGNATURES

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

ENDO INTERNATIONAL PLC

(Registrant)

By: /s/ CAROLINE B. MANOGUE

Name: Caroline B. Manogue

Title: Executive Vice President, Chief Legal Officer

Dated: April 30, 2015

INDEX TO EXHIBITS

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10.1	Executive Employment Agreement between Endo Health Solutions Inc. and Matthew J. Maletta, effective as of April 28, 2015
99.1	Press Release of the Registrant dated April 28, 2015

ENDO HEALTH SOLUTIONS INC.
EXECUTIVE EMPLOYMENT AGREEMENT

THIS AGREEMENT (this “Agreement”) is hereby entered into as of April 28, 2015, by and between Endo Health Solutions Inc. (the “Company”), a wholly-owned subsidiary of Endo International plc (“Endo”), and Matthew J. Maletta (“Executive”) (hereinafter collectively referred to as “the parties”).

In consideration of the respective agreements of the parties contained herein, it is agreed as follows:

1. Term. The term of Executive’s employment under this Agreement shall be for the period commencing on April 28, 2015 (the “Employment Commencement Date”) and ending, subject to earlier termination as set forth in Section 6, on the third anniversary of the Employment Commencement Date (the “Employment Term”).
2. Employment. During the Employment Term:
 - a. Effective May 4, 2015, Executive shall be assigned with the duties and responsibilities of Executive Vice President and Chief Legal Officer as may reasonably be assigned to Executive from time to time by the President and Chief Executive Officer of Endo or by the Board of Directors of Endo (the “Board”) or a committee of the Board. Executive shall perform such duties, undertake the responsibilities, and exercise the authorities customarily performed, undertaken and exercised by persons situated in a similar executive capacity at a similar company. If, at any time, Executive is elected as a director or officer of Endo or any of Endo’s affiliates, Executive will fulfill Executive’s duties as such director or officer without additional compensation.
 - b. Executive shall devote Executive’s full-time business attention to the business and affairs of the Company and its affiliates. Notwithstanding the foregoing, Executive may (i) subject to the prior written approval of the Board, serve on civil, charitable or non-profit boards or committees or serve on one (1) public company board of directors (other than Endo), and (ii) manage personal and family investments and affairs, participate in industry organizations and deliver lectures at educational institutions, in each case so long as such service and activity does not interfere, individually or in the aggregate, with the performance of his responsibilities hereunder and subject to the code of conduct and other applicable policies of the Company and its affiliates as in effect from time to time.
 - c. Executive shall be subject to and shall abide by each of the personnel and compliance policies of the Company and its affiliates applicable and

communicated in writing to senior executives.

3. Sign-On Compensation

- a. Initial Performance Share Unit Grant. On the first trading day following the Employment Commencement Date (the "Grant Date"), Executive shall receive performance share units ("Initial PSUs") under Endo's Amended and Restated 2010 Stock Incentive Plan or any successor plan thereto (the "Plan"). The number of Initial PSUs shall be equal to \$625,000, divided by the Fair Market Value (as defined in the Plan) of an Endo ordinary share as of the Grant Date (rounded down to the nearest whole share). The Initial PSUs shall vest on the third anniversary of the Grant Date, provided Executive is then employed by the Company or one of its affiliates and subject to the achievement of the applicable performance goals, as determined by the Compensation Committee of the Board (the "Committee"). All Initial PSUs shall be subject to the terms and conditions of the Plan and applicable award agreement.
- b. Initial Restricted Stock Unit Grant. On the Grant Date, Executive shall receive restricted stock units under the Plan (the "Initial RSUs"). The number of Initial RSUs shall be equal to \$312,500, divided by the Fair Market Value of an Endo ordinary share as of the Grant Date (rounded down to the nearest whole share). The Initial RSUs shall vest ratably over a four-year period, 25% on each anniversary of the Grant Date, provided Executive is employed on such dates by the Company or one of its affiliates. All Initial RSUs shall be subject to the terms and conditions of the Plan and applicable award agreement.
- c. Initial Stock Option Grant. On the Grant Date, Executive shall receive nonqualified stock options under the Plan (the "Initial Stock Options") valued at \$312,500 using a Black Scholes valuation based on the closing price of Endo's ordinary shares on the Grant Date with methodology determined by the Committee in its sole discretion (rounded down to the nearest whole share). The Initial Stock Options shall vest ratably over a four-year period, at a rate of 25% percent of the total Initial Stock Options on each of the four anniversaries of the Grant Date, provided Executive is employed on such dates by the Company or one of its affiliates. The Initial Stock Options shall be subject to the terms and conditions set forth in the Plan and applicable award agreement.

4. Annual Compensation and Equity Grants.

- a. Base Salary. The Company agrees to pay or cause to be paid to Executive during the Employment Term a base salary at the rate of \$475,000 per annum or such increased amount as the President and Chief Executive

Officer of Endo or the Committee may from time to time determine, and which shall be reviewed for such increase annually, with the first such planned review to occur in March 2016 (hereinafter referred to as the “Base Salary”). Such Base Salary shall be payable in accordance with the Company’s customary practices applicable to its executives, but no less frequently than monthly.

- b. Incentive Compensation. For each fiscal year of the Company ending during the Employment Term, beginning with the 2015 fiscal year, Executive shall be eligible to receive annual cash incentive compensation. Executive shall be eligible to receive a target annual cash bonus of 55% of Base Salary (such target bonus, as may hereafter be increased, the “Target Bonus”), with the opportunity to receive a maximum annual cash bonus in accordance with the terms of the applicable annual cash bonus plan as in effect from time to time. Any bonus payment shall be subject to the achievement of performance targets as set by the Committee. Such annual cash bonus shall be paid in no event later than March 15th of the taxable year following the end of the taxable year to which the performance targets relate, provided that Executive is employed by the Company or one of its affiliates through December 31st of the applicable fiscal year and any performance targets established by the Committee for the applicable fiscal year have been achieved. For 2015, Executive’s Target Bonus shall not be pro-rated.
- c. Equity Compensation. For each fiscal year or part thereof during the Employment Term, beginning with grants made in 2016 with respect to 2015 performance, Executive shall be eligible to receive equity-based compensation with a targeted grant date Fair Market Value equal to 200% of Executive’s Base Salary for such fiscal year. All such equity-based awards shall be subject to the terms and conditions set forth in the applicable plan and award agreements, and in all cases shall be as determined by the Committee.

5. Other Benefits.

- a. Employee Benefits. During the Employment Term, Executive shall be entitled to participate in all employee benefit plans, practices and programs maintained by the Company or its affiliates and made available to employees of the Company generally, including, without limitation, all pension, retirement, profit sharing, savings, medical, hospitalization, disability, dental, life or travel accident insurance benefit plans, to the extent Executive is eligible under the terms of such plans. Executive’s participation in such plans, practices and programs shall be on the same basis and terms as are applicable to employees of the Company generally. Executive is responsible for any taxes that may be due based upon the value

- of the benefits provided.
- b. Executive Benefits. During the Employment Term, Executive shall be entitled to participate in all executive benefit or incentive compensation plans now maintained or hereafter established by the Company or its affiliates for the purpose of providing compensation and/or benefits to comparable executive employees of the Company, including, but not limited to, the Company's deferred compensation plans and any supplemental retirement, deferred compensation, supplemental medical or life insurance or other bonus or incentive compensation plans. Unless otherwise provided herein, Executive's participation in such plans shall be on the same basis and terms, as other senior executives of the Company. No additional compensation provided under any of such plans shall be deemed to modify or otherwise affect the terms of this Agreement or any of Executive's entitlements hereunder. Executive is responsible for any taxes that may be due based upon the value of the benefits provided.
 - c. Fringe Benefits and Perquisites. During the Employment Term, Executive shall be entitled to all fringe benefits and perquisites generally made available by the Company or its affiliates to its senior executives. For the avoidance of doubt, Executive shall not be entitled to any excise tax gross-up under Section 280G or 4999 of the Internal Revenue Code (or any successor provision) or any other tax gross-up.
 - d. Business Expenses. Upon submission of proper invoices in accordance with the Company's normal procedures, Executive shall be entitled to receive prompt reimbursement of all reasonable out-of-pocket business, entertainment and travel expenses incurred by Executive in connection with the performance of Executive's duties hereunder that have been incurred in accordance with the Company's business expense and travel and entertainment policies in effect from time to time. Such reimbursement shall be made as soon as practicable and in no event later than the end of the calendar year following the calendar year in which the expenses were incurred.
 - e. Office and Facilities. During the Employment Term, Executive shall be provided with an appropriate office, with such secretarial and other support facilities as are commensurate with Executive's status with the Company, which facilities shall be adequate for the performance of Executive's duties hereunder.
 - f. Relocation Assistance. The Company will provide Executive with relocation assistance to cover Executive's documented expenses that are covered under the Company's relocation policy and incurred within 18 months following the Employment Commencement Date. Such relocation

assistance shall include reimbursement for reasonable expenses incurred by Executive for temporary housing or lodging in the vicinity of the Company's headquarters (so long as such expenses are incurred prior to relocation), in an amount not to exceed \$5,000 per month for a maximum of 6 months. As part of such relocation assistance, Executive will be required to sign a repayment agreement outlining the terms under which relocation and related reimbursements will be repayable to the Company. Executive is responsible for all taxes incurred in connection with the provision of relocation assistance and the Company may withhold amounts in respect of such taxes owed in accordance with applicable law.

- g. Paid Time Off. Executive shall be entitled, without loss of pay, to absent himself voluntarily from the performance of Executive's employment under this Agreement in accordance with the Company's policies as in effect from time to time, pursuant to the following:
 - i. Executive shall be entitled to annual vacation in accordance with the vacation policies of the Company as in effect from time to time, which shall in no event be less than four (4) weeks per year; vacation must be taken at such time or times as approved by Endo's President and Chief Executive Officer; and
 - ii. Executive shall be entitled to sick leave (without loss of pay) in accordance with the Company's policies as in effect from time to time.

6. Termination. The Employment Term and Executive's employment hereunder may be terminated under the circumstances set forth below; provided, however, that notwithstanding anything contained herein to the contrary, Executive shall not have any duties or responsibilities to the Company after Executive's termination of employment that would preclude Executive from having a "separation from service" from the Company within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), upon such termination of employment.

- a. Disability. The Company may terminate Executive's employment, on written notice to Executive after having reasonably established Executive's Disability (as defined below). For purposes of this Agreement, Executive will be deemed to have a "Disability" if, as a result of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, Executive is unable to perform the core functions of Executive's position (with or without reasonable accommodation) or is receiving income replacement benefits for a period of three (3) months or more under an accident and health plan covering employees of the Company. Executive shall be entitled to the compensation and benefits

provided for under this Agreement for any period prior to Executive's termination by reason of Disability during which Executive is unable to work due to a physical or mental infirmity in accordance with the Company's policies for similarly-situated executives.

- b. Death. Executive's employment shall be terminated as of the date of Executive's death.
- c. Cause. The Company may terminate Executive's employment for "Cause" by providing a Notice of Termination (as defined in Section 7 below) that notifies Executive of his termination for Cause (as defined below), effective as of the date of such notice. "Cause" shall mean, for purposes of this Agreement: (a) the continued failure by Executive to use good faith efforts in the performance of Executive's duties under this Agreement (other than any such failure resulting from Disability or other allowable leave of absence); (b) the criminal felony indictment of Executive by a court of competent jurisdiction; (c) the engagement by Executive in misconduct that has caused, or, is reasonably likely to cause, material harm (financial or otherwise) to the Company or its affiliates; such harm may be caused by, without limitation, (i) the unauthorized disclosure of material secret or Confidential Information (as defined in Section 10(d) below) of the Company or any of its affiliates, (ii) the debarment of the Company or any of its affiliates by the U.S. Food and Drug Administration or any successor agency (the "FDA") or any non-U.S. equivalent, or (iii) the registration of the Company or any of its affiliates with the U.S. Drug Enforcement Administration of any successor agency (the "DEA") to be revoked; (d) the debarment of Executive by the FDA; (e) the continued material breach by Executive of this Agreement, or (f) Executive makes, or is found to have made, a certification relating to the Company's financial statements and public filings that is known to Executive to be false. Notwithstanding the foregoing, prior to having "Cause" for Executive's termination (other than as described in clauses (b) and (d) above), the Company must deliver a written demand to Executive which specifically identifies the conduct that may provide grounds for Cause within ninety (90) calendar days of the Company's actual knowledge of such conduct, events or circumstances, and Executive must have failed to cure such conduct (if curable) within thirty (30) days after such demand. References to the Company in subsections (a) through (f) of this paragraph shall also include affiliates of the Company.
- d. Without Cause. The Company may terminate Executive's employment other than for Cause, Disability or death. The Company shall deliver to Executive a Notice of Termination not less than thirty (30) days prior to the termination of Executive's employment other than for Cause, Disability or death, and the Company shall have the option of terminating Executive's duties and responsibilities prior to the expiration of such thirty-day notice

period.

- e. Termination by Executive Without Good Reason. Executive may voluntarily terminate Executive's employment without Good Reason by delivering to the Company a Notice of Termination not less than thirty (30) days prior to the termination of Executive's employment, and the Company shall have the option of terminating Executive's duties and responsibilities prior to the expiration of such thirty-day notice period.
- f. Termination by Executive for Good Reason. Executive may terminate employment with the Company for Good Reason (as defined below) by delivering to the Company a Notice of Termination not less than thirty (30) days prior to the termination of Executive's employment for Good Reason. The Company shall have the option of terminating Executive's duties and responsibilities prior to the expiration of such thirty-day notice period. For purposes of this Agreement, "Good Reason" means any of the following without the Executive's written consent: (a) a material diminution in Executive's Base Salary, Target Bonus (provided that failure to earn a bonus equal to or in excess of the Target Bonus by reason of failure to achieve applicable performance goals shall not be deemed Good Reason) or benefits; (b) a material diminution of his position, responsibilities, duties or authorities from those in effect as of the Employment Commencement Date; (c) any change in reporting structure such that Executive is required to report to someone other than the Company's President and Chief Executive Officer, the Board or a committee of the Board; (d) following Executive's relocation, any requirement by the Company that Executive's principal place of employment be moved to a location that is more than fifty (50) miles from the current location of Executive's principal place of employment; or (e) any material breach by the Company of its obligations under this Agreement. Executive shall provide notice of the existence of the Good Reason condition within ninety (90) days of the date Executive learns of the condition, and the Company shall have a period of thirty (30) days during which it may remedy the condition, and in case of full remedy such condition shall not be deemed to constitute Good Reason hereunder.

- 7. Notice of Termination. Any purported termination by the Company or by Executive shall be communicated by written Notice of Termination (as defined below) to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice that indicates a termination date, the specific termination provision in this Agreement relied upon and sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated. For purposes of this Agreement, no such purported termination of Executive's employment hereunder shall be effective without such Notice of Termination (unless waived by the party entitled to receive such notice, in the manner described in Section 14

(j) below).

8. Compensation Upon Termination.

- a. Termination by the Company for Cause or by Executive Other Than for Good Reason During the Employment Term. If Executive's employment is terminated (A) by the Company for Cause or (B) by Executive for any reason, other than for Good Reason, in either case during the Employment Term, the Company shall provide Executive with the following payments and benefits:
- i. any accrued and unpaid Base Salary;
 - ii. any annual cash incentive compensation earned but unpaid in respect of any completed fiscal year preceding the termination date;
 - iii. reimbursement for any and all monies advanced or expenses incurred in connection with Executive's employment for reasonable and necessary expenses incurred by Executive on behalf of the Company for the period ending on the termination date in accordance with the Company's expense reimbursement and travel and entertainment policies in effect from time to time;
 - iv. any accrued and unpaid vacation pay;
 - v. any previous compensation that Executive has previously deferred (including any interest earned or credited thereon), in accordance with the terms and conditions of the applicable deferred compensation plans or arrangements then in effect, to the extent vested as of Executive's termination date; and
 - vi. any amount or benefit as provided under any plan, program, agreement or corporate governance document of the Company or its affiliates that are then-applicable (the "Company Arrangements"), in accordance with the terms thereof.
- (the foregoing items in Sections 8(a)(i) through 8(a)(vi) being collectively referred to as the "Accrued Compensation").
- b. Termination by the Company for Disability. If Executive's employment is terminated by the Company for Disability, the Company shall pay or provide to Executive:
- i. the Accrued Compensation;

- ii. an amount equal to the Incentive Compensation that Executive would have been entitled to receive in respect of the fiscal year in which Executive's termination date occurs, had Executive continued in employment until the end of such fiscal year, which amount, determined based on the Company's actual performance for such year relative to the performance goals applicable to Executive shall be multiplied by a fraction (A) the numerator of which is the number of days in such fiscal year through termination date and (B) the denominator of which is 365 (the "Pro-Rata Bonus") and shall be payable in a lump sum payment at the time such bonus or incentive awards are payable to other participants;
- iii. accelerated vesting, non-forfeitability and exercisability, as of the termination date, of the initial RSUs and the Initial Stock Options, which shall remain exercisable in accordance with its terms; and
- iv. continued coverage for Executive and Executive's dependents under any health, medical, dental, vision or life insurance program or policy in which Executive was eligible to participate as of the time of Executive's employment termination, for two (2) years following such termination on terms no less favorable to Executive and Executive's dependents (including with respect to payment for the costs thereof) than those in effect immediately prior to such termination, which such two year period shall run concurrently with the COBRA period, and which coverage shall become secondary to any coverage provided to Executive by a subsequent employer and to any Medicare coverage for which Executive becomes eligible (provided, however, the parties agree to cooperate such that the continued coverage is, to the extent practicable, provided in a manner so as to minimize adverse tax consequences to the Company under Section 4980D of the Code).

Further, upon Executive's Disability (irrespective of any termination of employment related thereto), the Company shall pay Executive for twenty-four (24) consecutive months thereafter regular payments in the amount by which the monthly Base Salary exceeds Executive's monthly Disability insurance benefit.

- c. Termination By Reason of Death. If Executive's employment is terminated by reason of Executive's death, the Company shall pay or provide to Executive's beneficiaries:
 - i. the Accrued Compensation;

- ii. the Pro-Rata Bonus payable in a lump sum at the time such bonus or incentive awards are payable to other participants;
 - iii. accelerated vesting, non-forfeitability and exercisability, as of the termination date, of the initial RSUs and the Initial Stock Options, which shall remain exercisable in accordance with its terms; and
 - iv. continued coverage for Executive's dependents under any health, medical, dental, vision or life insurance program or policy in which Executive was eligible to participate as of the time of Executive's employment termination, for two (2) years following such termination on terms no less favorable to Executive's dependents (including with respect to payment for the costs thereof) than those in effect immediately prior to such termination, which such two year period shall run concurrently with the COBRA period (provided, however, that to the extent practicable, such continued coverage shall be provided in a manner so as to minimize adverse tax consequences to the Company under Section 4980D of the Code).
- d. Termination by the Company Without Cause or by Executive for Good Reason. If Executive's employment is terminated by the Company without Cause (other than on account of Executive's death or Disability) or by Executive for Good Reason, in each case during the Employment Term, Executive shall be entitled to the benefits provided in this Section 8(d):
- i. the Accrued Compensation;
 - ii. the Pro Rata Bonus payable in a lump sum at the time such bonus or incentive awards are payable to other participants;
 - iii. accelerated vesting, non-forfeitability and exercisability, as of the termination date, of the portion of the Initial RSUs and the Initial Stock Options that would have vested had Executive remained employed by the Company for an additional two years following Executive's termination date;
 - iv. subject to Executive's compliance with Section 14(g) hereof, a payment equal to two (2) times the sum of Executive's Base Salary and Target Bonus as in effect immediately prior to Executive's termination of employment. Such payment shall be made on the 60th day following the date of Executive's termination of employment; and

- v. subject to Executive's compliance with Section 14(g) hereof, the Company shall provide Executive and Executive's dependents with continued coverage under any health, medical, vision, dental and life insurance program or policy in which Executive was eligible to participate as of the time of Executive's employment termination, for two (2) years following such termination on terms no less favorable to Executive and Executive's dependents (including with respect to payment for the costs thereof) than those in effect immediately prior to such termination, which such two year period shall run concurrently with the COBRA period and which coverage shall become secondary to any coverage provided to Executive by a subsequent employer and to any Medicare coverage for which Executive becomes eligible (provided, however, the parties agree to cooperate such that the continued coverage is, to the extent practicable, provided in a manner so as to minimize adverse tax consequences to the Company under Section 4980D of the Code).
- e. No Mitigation. Executive shall not be required to mitigate the amount of any payment provided for under this Agreement by seeking other employment or otherwise and, except as provided in Sections 8(b)(iv) and 8(d)(v) above, no such payment shall be offset or reduced by the amount of any compensation or benefits provided to Executive in any subsequent employment.
- f. Survival. The Company's obligations under this Section 8 shall survive the termination of the Employment Term.

9. Certain Tax Treatment.

- a. Golden Parachute Tax. To the extent that the payments and benefits provided under this Agreement and benefits provided to, or for the benefit of, Executive under any other plan or agreement of the Company or any of its affiliates (such payments or benefits are collectively referred to as the "Payments") would be subject to the excise tax (the "Excise Tax") imposed under Section 4999 of the Code or any successor provision thereto, or any similar tax imposed by state or local law, the Payments shall be reduced in accordance with Section 9(b) (but not below zero) if and to the extent necessary so that no Payment to be made or benefit to be provided to Executive shall be subject to the Excise Tax (such reduced amount is hereinafter referred to as the "Limited Payment Amount"), but only if such reduction results in a higher after-tax payment to Executive after taking into account the Excise Tax and any additional taxes Executive would pay if such Payments and benefits were not reduced. If applicable, the Company shall reduce or eliminate the Payments provided under Section 8, to effect the provisions of this Section 9 (with payments not subject to Section 409A

of the Code being reduced first). The determination of whether the Payments shall be reduced to the Limited Payment Amount pursuant to this Agreement and the amount of such Limited Payment Amount shall be made, at the Company's expense, by a reputable accounting firm selected by Executive and reasonably acceptable to the Company (the "Accounting Firm"). The Accounting Firm shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Company and Executive within ten (10) days of the date of termination, if applicable, or such other time as specified by mutual agreement of the Company and Executive, and if the Accounting Firm determines that no Excise Tax is payable by Executive with respect to the Payments, it shall furnish Executive with an opinion reasonably acceptable to Executive that no Excise Tax will be imposed with respect to any such Payments. The Determination shall be binding, final and conclusive upon the Company and Executive.

- b. Ordering of Reduction. In the case of a reduction in the Payments pursuant to Section 9(a), the Payments will be reduced in the following order: (i) payments that are payable in cash that are valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a) will be reduced (if necessary, to zero), with amounts that are payable last reduced first; (ii) payments and benefits due in respect of any equity valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; (iii) payments that are payable in cash that are valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with amounts that are payable last reduced first, will next be reduced; (iv) payments and benefits due in respect of any equity valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; and (v) all other non-cash benefits not otherwise described in clauses (ii) or (iv) will be next reduced pro-rata.
- c. Section 409A. The parties intend for the payments and benefits under this Agreement to be exempt from Section 409A of the Code or, if not so exempt, to be paid or provided in a manner which complies with the requirements of such section, and intend that this Agreement shall be construed and administered in accordance with such intention. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, (i) no amounts shall be paid to Executive under Section 8 of this Agreement until Executive would be considered to have incurred a "separation from service" from the Company within the meaning

of Section 409A of the Code, (ii) amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following Executive's separation from service shall instead be paid on the first business day after the date that is six (6) months following Executive's separation from service (or death, if earlier), (iii) each amount to be paid or benefit to be provided under this Agreement shall be construed as a separately identified payment for purposes of Section 409A of the Code, (iv) any payments that are due within the "short term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless applicable law requires otherwise and (v) amounts reimbursable to Executive under this Agreement shall be paid to Executive on or before the last day of the year following the year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in-kind benefits provided to Executive) during any one (1) year may not effect amounts reimbursable or provided in any subsequent year.

10. Records and Confidential Data.

- a. Executive acknowledges that in connection with the performance of Executive's duties during the Employment Term, the Company and its affiliates will make available to Executive, or Executive will develop and have access to, certain Confidential Information (as defined below) of the Company and its affiliates. Executive acknowledges and agrees that any and all Confidential Information learned or obtained by Executive during the course of Executive's employment by the Company or otherwise, whether developed by Executive alone or in conjunction with others or otherwise, shall be and is the property of the Company and its affiliates.
- b. Confidential Information will be kept confidential by Executive, will not be used in any manner that is detrimental to the Company or its affiliates, will not be used other than in connection with Executive's discharge of Executive's duties hereunder, and will be safeguarded by Executive from unauthorized disclosure; provided, however, that Confidential Information may be disclosed by Executive (v) to the Company and its affiliates, or to any authorized agent or representative of any of them, (w) in connection with performing his duties hereunder, (x) when required to do so by law or by a court, governmental agency, legislative body, arbitrator or other person with apparent jurisdiction to order him to divulge, disclose or make accessible such information, provided that Executive notify the Company prior to such disclosure, (y) in the course of any proceeding under Section 13 or 14 of this Agreement or (z) in confidence to an attorney or other professional advisor for the purpose of securing professional advice, so long as such attorney or advisor is subject to confidentiality restrictions no less

restrictive than those applicable to Executive hereunder.

- c. Following the termination of Executive's employment hereunder, as soon as possible after the Company's written request, Executive will return to the Company all written Confidential Information that is in his possession or control and Executive will destroy all of his copies of any analyses, compilations, studies or other documents prepared by Executive or for Executive's use containing or reflecting any Confidential Information. Within five (5) business days of the receipt of such request by Executive, Executive shall, upon written request of the Company, deliver to the Company a document certifying that such written Confidential Information has been returned or destroyed in accordance with this Section 10(c).
- d. For the purposes of this Agreement, "Confidential Information" shall mean all confidential and proprietary information of the Company and its affiliates, including, without limitation,
 - i. trade secrets concerning the business and affairs of the Company and its affiliates, product specifications, data, know-how, formulae, compositions, processes, non-public patent applications, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures, and architectures (and related formulae, compositions, processes, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information);
 - ii. information concerning the business and affairs of the Company and its affiliates (which includes unpublished financial statements, financial projections and budgets, unpublished and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, to the extent not publicly known, personnel training and techniques and materials) however documented; and
 - iii. notes, analysis, compilations, studies, summaries, and other material prepared by or for the Company or its affiliates containing or based, in whole or in part, on any information included in the foregoing. For purposes of this Agreement, Confidential Information shall not include and Executive's obligations shall not extend to (i) information that is generally available to the public, (ii) information obtained by Executive other than pursuant to or in

connection with this employment and (iii) information that is required to be disclosed by law or legal process.

- e. Nothing herein or elsewhere shall preclude Executive from retaining and using (i) his personal papers and other materials of a personal nature, including, without limitation, photographs, correspondence, personal diaries, calendars, personal files, rolodex (and paper/electronic equivalents) and phone books (so long as no such materials are covered by any Company hold order), (ii) documents relating to his personal entitlements and obligations, and (iii) information that is necessary for his personal tax purposes.

11. Covenant Not to Solicit, Not to Compete, Not to Disparage and to Cooperate in Litigation.

- a. Covenant Not to Solicit. To protect the Confidential Information and other trade secrets of the Company and its affiliates as well as the goodwill and competitive business of the Company and its affiliates, Executive agrees, during the Employment Term and for a period of twelve (12) months after Executive's cessation of employment with the Company, not to solicit or participate in or assist in any way in the solicitation of any employees of the Company or its affiliates. For purposes of this covenant, "solicit" or "solicitation" means directly or indirectly influencing or attempting to influence employees of the Company or its affiliates to cease employment with the Company and its affiliates (except in the course of Executive's duties to the Company) or to become employed with any other person, partnership, firm, corporation or other entity. Executive agrees that the covenants contained in this Section 11(a) are reasonable and desirable to protect the Confidential Information of the Company and its affiliates, provided, that solicitation through general advertising not targeted at the Company's or its affiliates' employees or the provision of references shall not constitute a breach of such obligations.
- b. Covenant Not to Compete.
 - i. To protect the Confidential Information and other trade secrets of the Company and its affiliates as well as the goodwill and competitive business of the Company and its affiliates, Executive agrees, during the Employment Term and for a period of twelve (12) months after Executive's cessation of employment with the Company, that Executive will not, except in the course of Executive's employment hereunder, directly or indirectly manage, operate, control, or participate in the management, operation, or control of, be employed by, associated with, or in any manner connected with, lend Executive's name to, or render services or

advice to, any third party, or any business, whose business competes with the business of the Company and its affiliates; provided, however, that Executive may in any event (x) own up to a 5% passive ownership interest in any public or private entity and (y) serve on the board of any business that competes with the business of the Company and its affiliates as an immaterial part of its overall business, provided that he recuses himself fully and completely from all matters relating to such business; and provided further that the foregoing shall not preclude or limit Executive's activities with respect to the practice of law. Executive and the Company acknowledge and agree that, solely with respect to the practice of law, the foregoing noncompetition obligations shall not apply and this Agreement shall be construed in all respects consistent with Rule 5.06 of the Pennsylvania Rules of Professional Conduct and Rule 5.6 of the Delaware Lawyers' Rules of Professional Conduct.

- ii. For purposes of this Section 11(b), any third party, or any business, whose business competes includes any entity with which the Company or any of its affiliates has a product(s) licensing agreement at the date of the cessation of Executive's employment with the Company and any entity with which the Company or any of its affiliates is, as of the date of the cessation of Executive's employment with the Company, to the knowledge of Executive (as reflected by the deliberations of the Company's senior leadership team), negotiating, and eventually concludes within twelve (12) months of the Employment Term, a product licensing or acquisition agreement.
- c. Nondisparagement. Executive covenants that during and following the Employment Term, Executive will not disparage or encourage or induce others to disparage the Company or its affiliates, together with all of their respective past and present directors and officers, as well as their respective past and present managers, officers, shareholders, partners, employees, agents, attorneys, servants and customers and each of their predecessors, successors and assigns (collectively, the "Company Entities and Persons"); provided that such limitation shall extend to past and present managers, officers, shareholders, partners, employees, agents, attorneys, servants and customers only in their capacities as such or in respect of their relationship with the Company and its affiliates. The term "disparage" includes, without limitation, comments or statements adversely affecting in any manner (i) the conduct of the business of the Company Entities and Persons, or (ii) the business reputation of the Company Entities and Persons. Nothing in this Agreement is intended to or shall prevent either party from providing, or limiting testimony in response to a valid subpoena, court order, regulatory

request or other judicial, administrative or legal process or otherwise as required by law.

- d. Cooperation in Any Investigations and Litigation. Executive agrees that Executive will reasonably cooperate with the Company and its affiliates, and its counsel, in connection with any investigation, inquiry, administrative proceeding or litigation relating to any matter in which Executive becomes involved or of which Executive has knowledge as a result of Executive's service with the Company by providing truthful information. The Company agrees to promptly reimburse Executive for reasonable expenses approved in writing in advance of being incurred (including travel expenses, attorneys' fees and other expenses of counsel) by Executive, in connection with Executive's cooperation pursuant to this Section 11(d). Such reimbursements shall be made within sixty (60) days following Executive's submission of a written invoice to the Company describing such expenses in reasonable detail, and in no event later than the calendar year following the year in which the expenses are incurred. Executive agrees that, in the event Executive is subpoenaed by any person or entity (including, but not limited to, any government agency) to give testimony (in a deposition, court proceeding or otherwise) which in any way relates to Executive's employment by the Company, Executive will, to the extent not legally prohibited from doing so, give prompt notice of such request to Endo's President and Chief Executive Officer so that the Company may contest the right of the requesting person or entity to such disclosure before making such disclosure. Nothing in this provision shall require Executive to violate Executive's obligation to comply with valid legal process.
- e. Blue Pencil. It is the intent and desire of Executive and the Company that the provisions of this Section 11 be enforced to the fullest extent permissible under the laws and public policies as applied in each jurisdiction in which enforcement is sought. If any particular provision of this Section 11 shall be determined to be invalid or unenforceable, such covenant shall be amended, without any action on the part of either party hereto, to delete therefrom the portion so determined to be invalid or unenforceable, such deletion to apply only with respect to the operation of such covenant in the particular jurisdiction in which such adjudication is made.
- f. Survival. Executive's obligations under this Section 11 shall survive the termination of the Employment Term.

12. Remedies for Breach of Obligations under Sections 10 or 11 hereof. Executive acknowledges that the Company and its affiliates will suffer irreparable injury, not readily susceptible of valuation in monetary damages, if Executive breaches Executive's obligations under Sections 10 or 11 hereof. Accordingly, Executive agrees that the

Company and its affiliates will be entitled, in addition to any other available remedies, to obtain injunctive relief against any breach or prospective breach by Executive of Executive's obligations under Sections 10 or 11 hereof in any Federal or state court sitting in the State of Delaware, or, at the Company's election, in any other state in which Executive maintains Executive's principal residence or Executive's principal place of business. Executive hereby submits to the non-exclusive jurisdiction of all those courts for the purposes of any actions or proceedings instituted by the Company or its affiliates to obtain that injunctive relief, and Executive agrees that process in any or all of those actions or proceedings may be served by registered mail, addressed to the last address provided by Executive to the Company, or in any other manner authorized by law.

13. Representations and Warranties.

- a. The Company represents and warrants that (i) it is fully authorized to enter into this Agreement and to perform its obligations under it, (ii) the execution, delivery and performance of this Agreement by it does not violate any applicable law, regulation, order, judgment or decree or any agreement, arrangement, plan or corporate governance document (x) to which it is a party or (y) by which it is bound, and (iii) upon the execution and delivery of this Agreement by the parties, this Agreement shall be its valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.
- b. Executive represents and warrants to the Company that the execution and delivery by Executive of this Agreement do not, and the performance by Executive of Executive's obligations hereunder will not, with or without the giving of notice or the passage of time, or both: (a) violate any judgment, writ, injunction, or order of any court, arbitrator, or governmental agency applicable to Executive; or (b) conflict with, result in the breach of any provisions of or the termination of, or constitute a default under, any agreement to which Executive is a party or by which Executive is or may be bound.

14. Miscellaneous.

a. Successors and Assigns.

- i. This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and permitted assigns and the Company shall require any successor or assign to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession or assignment had taken place. The Company

may not assign or delegate any rights or obligations hereunder except to a successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company or to an affiliate of the Company. The term “the Company” as used herein shall include a corporation or other entity acquiring all or substantially all the assets and business of the Company (including this Agreement) whether by operation of law or otherwise.

- ii. Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by Executive, Executive’s beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive’s legal personal representatives.
- b. Fees and Expenses. The Company shall pay reasonable and documented legal fees and related expenses, up to a maximum amount of \$10,000, incurred by Executive in connection with the negotiation of this Agreement. Such reimbursement shall be made as soon as practicable, but in no event later than the end of the calendar year following the calendar year in which the expenses were incurred.
- c. Indemnification. Executive shall be indemnified by the Company as, and to the extent, provided in the memorandum and articles of association of Endo. The obligations under this paragraph shall survive termination of the Employment Term.
- d. Right to Counsel. Executive acknowledges that Executive has had the opportunity to consult with legal counsel of Executive’s choice in connection with the drafting, negotiation and execution of this Agreement and related employment arrangements.
- e. Notice. For the purposes of this Agreement, notices and all other communications provided for in the Agreement (including the Notice of Termination) shall be in writing and shall be deemed to have been duly given when personally delivered or sent by Certified mail, return receipt requested, postage prepaid, addressed to the respective addresses last given by each party to the other, provided that all notices to the Company shall be directed to the attention of Endo’s President and Chief Executive Officer. All notices and communications shall be deemed to have been received on the date of delivery thereof or on the third business day after the mailing thereof, except that notice of change of address shall be effective only upon receipt.
- f. Withholding. The Company shall be entitled to withhold the amount, if any, of all taxes of any applicable jurisdiction required to be withheld by an

employer with respect to any amount paid to Executive hereunder. The Company, in its sole and absolute discretion, shall make all determinations as to whether it is obligated to withhold any taxes hereunder and the amount thereof.

- g. Release of Claims. The termination benefits described in Section 8(d)(iv) and (v) of this Agreement shall be conditioned on Executive delivering to the Company, a signed release of claims in the form of Exhibit A hereto within forty-five (45) days or twenty-one (21) days, as may be applicable under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act, following Executive's termination date, and not revoking Executive's consent to such release of claims within seven (7) days of such execution; provided, however, that Executive shall not be required to release any rights Executive may have to be indemnified by the Company under Section 14(c) of this Agreement or under any other indemnification agreement entered into between Executive and the Company.
- h. Resignation as Officer or Director. Upon a termination of employment for any reason, Executive shall resign each position (if any) that Executive then holds as an officer or director of the Company and any of its affiliates. Executive's execution of this Agreement shall be deemed the grant by Executive to the officers of the Company of a limited power of attorney to sign in Executive's name and on Executive's behalf any such documentation as may be required to be executed solely for the limited purposes of effectuating such resignations.
- i. Executive Acknowledgement. Executive acknowledges that he will be subject to stock ownership guidelines, requiring Executive to own shares equal to two times his Base Salary, as implemented and updated from time to time by the Committee.
- j. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or noncompliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.
- k. Effect of Other Law. Anything herein to the contrary notwithstanding, the terms of this Agreement shall be modified to the extent required to meet the

provisions of the Sarbanes-Oxley Act of 2002, Section 409A of the Code, or other federal law applicable to the employment arrangements between Executive and the Company. Any delay in providing benefits or payments, any failure to provide a benefit or payment, or any repayment of compensation that is required under the preceding sentence shall not in and of itself constitute a breach of this Agreement, provided, however, that the Company shall provide economically equivalent payments or benefits to Executive to the extent permitted by law.

- l. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts executed in and to be performed entirely within such State, without giving effect to the conflict of law principles thereof.
- m. No Conflicts. Executive represents and warrants to the Company that Executive is not a party to or otherwise bound by any agreement or arrangement (including, without limitation, any license, covenant, or commitment of any nature), or subject to any judgment, decree, or order of any court or administrative agency, that would conflict with or will be in conflict with or in any way preclude, limit or inhibit Executive's ability to execute this Agreement or to carry out Executive's duties and responsibilities hereunder.
- n. Inconsistencies. In the event of any inconsistency between any provision of this Agreement and any provision of any employee handbook, personnel manual, program, policy, or arrangement of the Company or its affiliates (including, without limitation, any provisions relating to notice requirements and post-employment restrictions), the provisions of this Agreement shall control, unless Executive otherwise agrees in a writing that expressly refers to the provision of this Agreement whose control he is waiving.
- o. Beneficiaries/References. In the event of Executive's death or a judicial determination of his incompetence, references in this Agreement to Executive shall be deemed, where appropriate, to refer to his beneficiary, estate or other legal representative.
- p. Survivorship. Except as otherwise set forth in this Agreement, the respective rights and obligations of the parties hereunder shall survive the Employment Term and any termination of Executive's employment. Without limiting the generality of the forgoing, the provisions of Section 8, 10, 11, and 12 shall survive the Employment Term.
- q. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the

validity or enforceability of the other provisions hereof.

- r. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, if any, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof.
- s. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

15. Certain Rules of Construction.

- a. The headings and subheadings set forth in this Agreement are inserted for the convenience of reference only and are to be ignored in any construction of the terms set forth herein.
- b. Wherever applicable, the neuter, feminine or masculine pronoun as used herein shall also include the masculine or feminine, as the case may be.
- c. The term “including” is not limiting and means “including without limitation.”
- d. References in this Agreement to any statute or statutory provisions include a reference to such statute or statutory provisions as from time to time amended, modified, reenacted, extended, consolidated or replaced (whether before or after the date of this Agreement) and to any subordinate legislation made from time to time under such statute or statutory provision.
- e. References to “writing” or “written” include any non-transient means of representing or copying words legibly, including by facsimile or electronic mail.
- f. References to “\$” are to United States Dollars.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer and Executive has executed this Agreement as of the day and year first above written.

ENDO HEALTH SOLUTIONS INC.

By: /s/ RAJIV DE SILVA

Name: Rajiv De Silva

Title: President & Chief Executive Officer

EXECUTIVE

By: /s/ MATTHEW J. MALETTA

Name: Matthew J. Maletta

EXHIBIT A

FORM OF RELEASE AGREEMENT

THIS RELEASE AGREEMENT (the "Release") is made by and between Matthew J. Maletta ("Executive") and Endo Health Solutions, Inc. (the "Company").

1. FOR AND IN CONSIDERATION of the payments and benefits provided in Section 8(d)(iv) and (v) of the Employment Agreement between Executive and the Company dated as of _____, 2015, (the "Employment Agreement"), Executive, for himself, his successors and assigns, executors and administrators, now and forever hereby releases and discharges the Company, together with all of its past and present parents, subsidiaries, and affiliates, together with each of their officers, directors, stockholders, partners, employees, agents, representatives and attorneys, and each of their subsidiaries, affiliates, estates, predecessors, successors, and assigns (hereinafter collectively referred to as the "Releasees") from any and all rights, claims, charges, actions, causes of action, complaints, sums of money, suits, debts, covenants, contracts, agreements, promises, obligations, damages, demands or liabilities of every kind whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected, which Executive or Executive's executors, administrators, successors or assigns ever had, now has or may hereafter claim to have by reason of any matter, cause or thing whatsoever; arising from the beginning of time up to the date of the Release: (i) relating in any way to Executive's employment relationship with the Company or any of the Releasees, or the termination of Executive's employment relationship with the Company or any of the Releasees; (ii) arising under or relating to the Employment Agreement; (iii) arising under any federal, local or state statute or regulation, including, without limitation, the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Employee Retirement Income Security Act of 1974, and/or the applicable state law against discrimination, each as amended; (iv) relating to wrongful employment termination or breach of contract; or (v) arising under or relating to any policy, agreement, understanding or promise, written or oral, formal or informal, between the Company and any of the Releasees and Executive; provided, however, that notwithstanding the foregoing, nothing contained in the Release shall in any way diminish or impair: (a) any rights Executive may have, from and after the date the Release is executed; (b) any rights to indemnification that may exist from time to time under the Company's certificate of incorporation or bylaws, or state law or any other indemnification agreement entered into between Executive and the Company; (c) Executive's ability to bring appropriate proceedings to enforce the Release; and (d) any rights or claims Executive may have that cannot be waived under applicable law (collectively, the "Excluded Claims"). Executive further acknowledges and agrees that, except with respect to Excluded Claims, the Company and the Releasees have fully satisfied any and all obligations whatsoever owed to Executive arising out of Executive's employment with the Company or any of the Releasees, and that no further payments or

benefits are owed to Executive by the Company or any of the Releasees.

2. Executive understands and agrees that, except for the Excluded Claims, Executive has knowingly relinquished, waived and forever released any and all rights to any personal recovery in any action or proceeding that may be commenced on Executive's behalf arising out of the aforesaid employment relationship or the termination thereof, including, without limitation, claims for back pay, front pay, liquidated damages, compensatory damages, general damages, special damages, punitive damages, exemplary damages, costs, expenses and attorneys' fees.
3. Executive acknowledges and agrees that Executive has been advised to consult with an attorney of Executive's choosing prior to signing the Release. Executive understands and agrees that Executive has the right and has been given the opportunity to review the Release with an attorney of Executive's choice should Executive so desire. Executive also agrees that Executive has entered into the Release freely and voluntarily. Executive further acknowledges and agrees that Executive has had at least [twenty-one (21)][forty-five (45)] calendar days to consider the Release, although Executive may sign it sooner if Executive wishes. In addition, once Executive has signed the Release, Executive shall have seven (7) additional days from the date of execution to revoke Executive's consent and may do so by writing to: _____. The Release shall not be effective, and no payments shall be due hereunder, earlier than the eighth (8th) day after Executive shall have executed the Release and returned it to the Company, assuming that Executive had not revoked Executive's consent to the Release prior to such date.
4. It is understood and agreed by Executive that any payment made to Executive is not to be construed as an admission of any liability whatsoever on the part of the Company or any of the other Releasees, by whom liability is expressly denied.
5. The Release is executed by Executive voluntarily and is not based upon any representations or statements of any kind made by the Company or any of the other Releasees as to the merits, legal liabilities or value of Executive's claims. Executive further acknowledges that Executive has had a full and reasonable opportunity to consider the Release and that Executive has not been pressured or in any way coerced into executing the Release.
6. The exclusive venue for any disputes arising hereunder shall be the state or federal courts located in the State of Delaware, and each of the parties hereto irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Each of the parties hereto also agrees that any final and unappealable judgment against a party hereto in connection with any action, suit or other proceeding may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of

the fact and amount of such award or judgment.

7. The Release and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the State of Delaware. If any provision hereof is unenforceable or is held to be unenforceable, such provision shall be fully severable, and this document and its terms shall be construed and enforced as if such unenforceable provision had never comprised a part hereof, the remaining provisions hereof shall remain in full force and effect, and the court construing the provisions shall add as a part hereof a provision as similar in terms and effect to such unenforceable provision as may be enforceable, in lieu of the unenforceable provision.
8. The Release shall inure to the benefit of and be binding upon the Company and its successors and assigns.

IN WITNESS WHEREOF, Executive and the Company have executed the Release as of the date and year first written above.

IMPORTANT NOTICE: BY SIGNING BELOW YOU RELEASE AND GIVE UP ANY AND ALL LEGAL CLAIMS, KNOWN AND UNKNOWN, THAT YOU MAY HAVE AGAINST THE COMPANY AND RELATED PARTIES.

ENDO HEALTH SOLUTIONS INC. Matthew J. Maletta

Dated: _____ Dated: _____



FOR IMMEDIATE RELEASE

Endo Announces Appointment of Matthew J. Maletta as Chief Legal Officer

DUBLIN, April 28, 2015 -- Endo International plc (NASDAQ: ENDP) (TSX: ENL) announced today the appointment of Matthew J. Maletta as Executive Vice President, Chief Legal Officer, effective May 4, 2015. Mr. Maletta brings to Endo nearly two decades of legal experience in the specialty pharmaceutical industry and with private law firms, including extensive experience in M&A, corporate, securities, finance, commercial and employment law. He is assuming the role from Caroline B. Manogue, who announced her retirement in January 2015.

"I am very pleased that Matt has chosen to join our team at Endo. His industry experience, significant expertise in M&A and pharmaceutical law and strong leadership skills will be a great addition to our executive leadership team. I look forward to his future contributions and to working with him as Endo continues to execute on its growth strategy and focus on becoming a leading global specialty pharmaceutical company," said Rajiv De Silva, President and CEO of Endo.

"On behalf of our Board, management team and myself, I would also like to thank Caroline for her exemplary leadership and contributions during her nearly 15-year tenure at Endo, as well as for her active and ongoing support during this transition," added Mr. De Silva. "We wish her well as she begins the next phase of her life."

Prior to joining Endo, Mr. Maletta served as Vice President, Associate General Counsel and Corporate Secretary of Allergan, Inc. In this position, he served as an advisor to the CEO and Board of Directors and supervised several large M&A transactions and takeover defense activities, including Allergan's acquisition of Inamed and Actavis' acquisition of Allergan. Mr. Maletta first joined Allergan in 2002 as Corporate Counsel and Assistant Secretary and during his tenure, held various roles of increased responsibility. He had a key role negotiating Allergan's Corporate Integrity Agreement with the Department of Justice, served as the lead commercial attorney for the Allergan medical businesses and served as Interim Head of Human Resources. Prior to joining Allergan, Mr. Maletta was in private practice, focusing on general corporate

matters, finance, governance, securities and transactions. He holds a B.A. degree in political science from the University of Minnesota, summa cum laude, and a J.D. degree, cum laude, from the University of Minnesota Law School.

“I am thrilled to be joining Endo during such an exciting time of growth for the company,” said Mr. Maletta. “I look forward to leveraging my experience to benefit Endo and to support the corporate vision of improving lives while creating value.”

About Endo International plc

Endo International plc is a global specialty pharmaceutical company focused on improving patients' lives while creating shareholder value. Endo develops, manufactures, markets and distributes quality branded pharmaceutical and generic pharmaceutical products as well as over-the-counter medications through its operating companies. Endo has global headquarters in Dublin, Ireland, and U.S. headquarters in Malvern, PA. Learn more at www.endo.com.

Cautionary Note Regarding Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 and Canadian securities legislation. Statements including words such as "believes," "expects," "anticipates," "intends," "estimates," "plan," "will," "may," "look forward," "intend," "guidance," "future" or similar expressions are forward-looking statements. Because these statements reflect Endo's current views, expectations and beliefs concerning future events, these forward-looking statements involve risks and uncertainties. Although Endo believes that these forward-looking statements and information are based upon reasonable assumptions and expectations, readers should not place undue reliance on them, or any other forward-looking statements or information in this news release. Investors should note that many factors, as more fully described in the documents filed by Endo with securities regulators in the United States and Canada including under the caption "Risk Factors" in Endo's Form 10-K, Form 10-Q and Form 8-K filings with the Securities and Exchange Commission and with securities regulators in Canada on System for Electronic Document Analysis and Retrieval ("SEDAR") and as otherwise enumerated herein or therein, could affect Endo's future financial results and could cause Endo's actual results to differ materially from those expressed in forward-looking statements contained in Endo's Annual Report on Form 10-K. The forward-looking statements in this press release are qualified by these risk factors. These are factors that, individually or in the aggregate, could cause Endo's actual results to differ materially from expected and historical results. Endo assumes no obligation to publicly update

any forward-looking statements, whether as a result of new information, future developments or otherwise, except as may be required under applicable securities law.

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