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 17, 2014

ENDO INTERNATIONAL PLC
(Exact Name of Registrant as Specified in Charter)

Ireland	**001-36326**	**Not Applicable**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

Glandore Business Centres
No. 33 Fitzwilliam Square
Dublin 2, Ireland
(011)-353-1-669-6634
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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 (see General Instruction A.2. below):

☐ 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 1.01. Entry into a Material Definitive Agreement.

On April 17, 2014, Endo Health Solutions Inc. (the "EHSI"), a wholly-owned subsidiary of Endo International plc, certain subsidiaries of EHSI (the "Guarantors") and Wells Fargo Bank, National Association, as trustee (the "Trustee"), entered into (i) a fifth supplemental indenture (the "2019 New Supplemental Indenture") relating to the Indenture, dated as of June 8, 2011, as supplemented by the first supplemental indenture, dated as of June 17, 2011, the second supplemental indenture, dated as of August 16, 2011, the third supplemental indenture, dated as of September 26, 2011, and the fourth supplemental indenture, dated as of December 2, 2013 (as so amended, the "2019 Indenture"), governing EHSI's 7% Senior Notes due 2019 (the "2019 Existing EHSI Notes"), (ii) a ninth supplemental indenture (the "2020 New Supplemental Indenture") relating to the Indenture, dated as of November 23, 2010, as supplemented by the first supplemental indenture, dated as of December 13, 2010, the second supplemental indenture, dated as of December 21, 2010, the third supplemental indenture, dated as of February 17, 2011, the fourth supplemental indenture, dated as of April 5, 2011, the fifth supplemental indenture, dated as of June 22, 2011, the sixth supplemental indenture, dated as of August 16, 2011, the seventh supplemental indenture, dated as of September 26, 2011, and the eighth supplemental indenture, dated as of December 2, 2013 (as so amended, the "2020 Indenture"), governing EHSI's 7.00% Senior Notes due 2020 (the "2020 Existing EHSI Notes") and (iii) a fifth supplemental indenture (together with the 2019 New Supplemental Indenture and the 2020 New Supplemental Indenture, the "New Supplemental Indentures") relating to the Indenture, dated as of June 8, 2011, as supplemented by the first supplemental indenture, dated as of June 17, 2011, the second supplemental indenture, dated as of August 16, 2011, the third supplemental indenture, dated as of September 26, 2011, and the fourth supplemental indenture, dated as of December 2, 2013 (as so amended, the "2022 Indenture"), governing EHSI's 7 ¼% Senior Notes due 2022 (the "2022 Existing EHSI Notes"). The 2019 Indenture, the 2020 Indenture and the 2022 Indenture are collectively referred to herein as the "Indentures." The 2019 Existing EHSI Notes, the 2020 Existing EHSI Notes and the 2022 Existing EHSI Notes are collectively referred to herein as the "Existing EHSI Notes."

The New Supplemental Indentures were entered into in connection with EHSI's previously announced debt exchange offers (the "Exchange Offers") and related solicitations of consents (the "Consent Solicitations") from the holders of the Existing EHSI Notes, which EHSI commenced on March 27, 2014. The Exchange Offers and Consent Solicitations are discussed in greater detail below under Item 8.01.

Each New Supplemental Indenture amends the applicable Indenture to, among other things, (i) delete in their entirety substantially all the restrictive covenants in each Indenture, (ii) modify the covenants regarding mergers and consolidations, and (iii) eliminate certain events of default (collectively, the "Proposed Amendments").

EHSI, the Guarantors and the Trustee executed the New Supplemental Indentures on April 17, 2014. The Proposed Amendments became effective upon entry into each of the New Supplemental Indentures, however, they will not become operative until the payment of the applicable consideration in the Exchange Offers in respect of Existing EHSI Notes accepted for exchange, on the settlement date of the Exchange Offers (the "Settlement Date"). The Settlement Date is expected to promptly follow the Expiration Date (as defined below) of the Exchange Offers.

The foregoing summary of the New Supplemental Indentures is qualified in its entirety by reference to the full text of the New Supplemental Indentures, copies of which are attached hereto Exhibits 10.1, 10.2 and 10.3 and are incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders.

The disclosure under Item 1.01 of this report is also responsive to Item 3.03 of this report and is incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders.

The disclosure under Item 8.01 of this report is also responsive to Item 5.07 of this report and is incorporated herein by reference.

Item 8.01. Other Events.

On April 17, 2014, Endo International plc issued a press release announcing that EHSI had received the requisite tenders and consents to execute the New Supplemental Indentures, upon the terms and subject to the conditions set forth in EHSI's Offer to Exchange, dated March 27, 2014 (as amended from time to time, the "Offer to Exchange").

As of 5:00 p.m., New York City time, on April 16, 2014 (the "Consent Date"), as reported by the exchange agent, EHSI had received tenders and consents from holders of $477,919,000 in aggregate principal amount of the 2019 Existing EHSI Notes, representing approximately 95.58% of the total outstanding principal amount of the 2019 Existing EHSI Notes, tenders and consents from holders of $393,463,000 in aggregate principal amount of the 2020 Existing EHSI Notes, representing approximately 98.37% of the total outstanding principal amount of the 2020 Existing EHSI Notes, and tenders and consents from holders of $391,825,000 in aggregate principal amount of the 2022 Existing EHSI Notes, representing approximately 97.96% of the total outstanding principal amount of the 2022 Existing EHSI Notes.

Subject to the satisfaction or waiver of the conditions set forth in the Offer to Exchange, EHSI will pay to each holder, in respect of such holder's Existing EHSI Notes as to which consents were validly delivered (and not validly revoked), a consent payment of $7.00 per $1,000 principal amount of 2019 Existing EHSI Notes, $7.00 per $1,000 principal amount of 2020 Existing EHSI Notes and $14.25 per $1,000 principal amount of 2022 Existing EHSI Notes (the "Consent Payment"), payable in cash on the Settlement Date. Such Consent Payment is in addition to the Total Consideration (as defined in the Offer to Exchange) payable to a holder in respect of its Existing EHSI Notes tendered prior to the Consent Date and accepted for exchange. Existing EHSI Notes tendered after the Consent Date and prior to the expiration of the Exchange Offers will not be eligible to receive the Consent Payment.

The Exchange Offers are scheduled to expire at 11:59 p.m., New York City time, on April 29, 2014 (such time and date, unless further extended or terminated, the "Expiration Date").

A copy of the press release announcing the results of the Consent Solicitations is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

This report is neither an offer to purchase nor a solicitation of an offer to sell any securities. The exchange offers will be made only pursuant to a confidential offering document and related consent and letter of transmittal and only to persons certifying that they are (i) in the United States and "qualified institutional buyers" within the meaning of Rule 144A under the Securities Act (that are also institutional "accredited investors" within the meaning of Rule 501 of Regulation D of the Securities Act), or (ii) not "U.S. persons" and are outside of the United States (and are not acting for the account or benefit of a U.S. person) within the meaning of Regulation S under the Securities Act.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1	Fifth Supplemental Indenture, among Endo Health Solutions Inc., the guarantors named therein and Wells Fargo Bank, National Association, as trustee, dated as of April 17, 2014, to the Indenture among Endo Health Solutions Inc., the guarantors named therein and Wells Fargo Bank, National Association, as trustee, dated as of June 8, 2011, governing Endo Health Solutions Inc.'s 7% Senior Notes due 2019.
10.2	Ninth Supplemental Indenture, among Endo Health Solutions Inc., the guarantors named therein and Wells Fargo Bank, National Association, as trustee, dated as of April 17, 2014, to the Indenture among Endo Health Solutions Inc., the guarantors named therein and Wells Fargo Bank, National Association, as trustee, dated as of November 23, 2010, governing Endo Health Solutions Inc.'s 7.00% Senior Notes due 2020.
10.3	Fifth Supplemental Indenture, among Endo Health Solutions Inc., the guarantors named therein and Wells Fargo Bank, National Association, as trustee, dated as of April 17, 2014, to the Indenture among Endo Health Solutions Inc., the guarantors named therein and Wells Fargo Bank, National Association, as trustee, dated as of June 8, 2011, governing Endo Health Solutions Inc.'s 7 ¼% Senior Notes due 2022.
99.1	Press Release issued by Endo International plc on April 17, 2014.

SIGNATURE

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

Dated: April 17, 2014

ENDO INTERNATIONAL PLC

By: /s/ Caroline B. Manogue
Name: Caroline B. Manogue
Title: Executive Vice President, Chief Legal Officer and Secretary

Index of Exhibits

Exhibit Number	Description
10.1	Fifth Supplemental Indenture, among Endo Health Solutions Inc., the guarantors named therein and Wells Fargo Bank, National Association, as trustee, dated as of April 17, 2014, to the Indenture among Endo Health Solutions Inc., the guarantors named therein and Wells Fargo Bank, National Association, as trustee, dated as of June 8, 2011, governing Endo Health Solutions Inc.'s 7% Senior Notes due 2019.
10.2	Ninth Supplemental Indenture, among Endo Health Solutions Inc., the guarantors named therein and Wells Fargo Bank, National Association, as trustee, dated as of April 17, 2014, to the Indenture among Endo Health Solutions Inc., the guarantors named therein and Wells Fargo Bank, National Association, as trustee, dated as of November 23, 2010, governing Endo Health Solutions Inc.'s 7.00% Senior Notes due 2020.
10.3	Fifth Supplemental Indenture, among Endo Health Solutions Inc., the guarantors named therein and Wells Fargo Bank, National Association, as trustee, dated as of April 17, 2014, to the Indenture among Endo Health Solutions Inc., the guarantors named therein and Wells Fargo Bank, National Association, as trustee, dated as of June 8, 2011, governing Endo Health Solutions Inc.'s 7 ¼% Senior Notes due 2022.
99.1	Press Release issued by Endo International plc on April 17, 2014.

Exhibit 10.1

FIFTH SUPPLEMENTAL INDENTURE

FIFTH SUPPLEMENTAL INDENTURE (this "**Fifth Supplemental Indenture**"), dated as of April 17, 2014, among Endo Health Solutions Inc. (formerly known as Endo Pharmaceuticals Holdings Inc.), a Delaware corporation (the "**Company**"), the Guarantors (as such term is defined in the Indenture) and Wells Fargo Bank, National Association, as trustee under the Indenture referred to below (the "**Trustee**").

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of June 8, 2011 (the "**Base Indenture**"), among the Company, the then existing Guarantors and the Trustee, which was supplemented by the first supplemental indenture, dated as of June 17, 2011 (the "**First Supplemental Indenture**"), the second supplemental indenture, dated as of August 16, 2011 (the "**Second Supplemental Indenture**"), the third supplemental indenture, dated as of September 26, 2011(the "**Third Supplemental Indenture**") and the fourth supplemental indenture, dated as of December 2, 2013 (the "**Fourth Supplemental Indenture"** and together with the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, the "**Indenture**"), each among the Company, the then existing Guarantors named therein and the Trustee related to the Company's 7% Senior Notes due 2019 (the "**Notes**");

WHEREAS, the Company has offered to exchange (the "**Exchange Offer**") any and all of the outstanding Notes from the Holders of the Notes for 7.00% Senior Notes due 2019 to be issued by Endo Finance LLC and Endo Finco Inc. and, in conjunction with the Exchange Offer, solicited consents (the "**Consent Solicitation**") from the Holders of the Notes pursuant to the offer to exchange, dated March 27, 2014 (the "**Offer to Exchange**"), to the amendments to the Indenture contained herein upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Consent Solicitation, Holders that have delivered and have not withdrawn a valid consent on a timely basis (the "**Consenting Holders**") are entitled to receive a consent fee with respect to the Notes in respect of which they have validly consented, payable only if all conditions to the Consent Solicitation are satisfied or waived by the Company (the "**Consent Payment**");

WHEREAS, Section 9.02 of the Indenture provides that, subject to certain exceptions inapplicable hereto, the Company and the Trustee may amend or supplement the Indenture with the consent of at least a majority in aggregate principal amount of the outstanding Notes (the "**Requisite Consents**");

WHEREAS, the Company has received the Requisite Consents to effect amendments to the Indenture as set forth in Article II hereof (the "**Consented Amendments**"), based on reports provided by D.F. King & Co., Inc., as exchange agent and information agent in the Exchange Offer and the Consent Solicitation, and delivered to the Trustee such Requisite Consents to the Trustee;

WHEREAS, the execution and delivery of this Fifth Supplemental Indenture has been duly authorized by the Company and the Guarantors and all conditions and requirements necessary to make this instrument a valid and binding agreement have been duly performed and complied with;

WHEREAS, following the execution of this Fifth Supplemental Indenture, the terms hereof will become operative (the "**Operative Date**") upon the payment of the applicable consideration in the Exchange Offer in respect of the Notes accepted for exchange, on the settlement date of the Exchange Offer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. DEFINED TERMS. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Indenture, as supplemented and amended hereby. All definitions in the Indenture shall be read in a manner consistent with the terms of this Fifth Supplemental Indenture.

ARTICLE II
CONSENTED AMENDMENTS

SECTION 2.01. AMENDMENTS TO CERTAIN COVENANTS OF THE INDENTURE. Subject to Section 4.02 hereof, the following Sections of the Indenture are hereby amended to read as follows and any and all references to such sections and provisions of the Indenture which are amended, modified, replaced or deleted and any and all obligations thereunder are hereby deleted throughout the Indenture, and such sections and references shall be of no further force or effect:

a) Section 3.09 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 3.09 [INTENTIONALLY OMITTED]"

b) Section 4.03 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.03 *Reports*.

Notwithstanding that the Company may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act or otherwise report on an annual and quarterly basis on forms provided for such annual and quarterly reporting pursuant to rules and regulations promulgated by the SEC, the Company shall comply with the reporting obligations set forth under Section 314(a) of the Trust Indenture Act."

c) Section 4.05 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.05 [INTENTIONALLY OMITTED]"

d) Section 4.06 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.06 [INTENTIONALLY OMITTED]"

e) Section 4.07 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.07 [INTENTIONALLY OMITTED]”

f) Section 4.08 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.08 [INTENTIONALLY OMITTED]”

g) Section 4.09 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.09 [INTENTIONALLY OMITTED]”

h) Section 4.10 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.10 [INTENTIONALLY OMITTED]”

i) Section 4.11 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.11 [INTENTIONALLY OMITTED]”

j) Section 4.12 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.12 [INTENTIONALLY OMITTED]”

k) Section 4.13 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.13 [INTENTIONALLY OMITTED]”

l) Section 4.14 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.14 [INTENTIONALLY OMITTED]”

m) Section 4.15 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.15 [INTENTIONALLY OMITTED]”

n) Section 4.16 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.16 [INTENTIONALLY OMITTED]”

o) Section 4.17 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.17 [INTENTIONALLY OMITTED]”

p) Section 4.18 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.18 [INTENTIONALLY OMITTED]"

q) Section 4.19 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.19 [INTENTIONALLY OMITTED]"

r) Section 4.20 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.20 [INTENTIONALLY OMITTED]"

s) Section 10.04 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 10.04 [INTENTIONALLY OMITTED]"

t) Section 5.01 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 5.01 *Merger, Consolidation or Sale of Assets*

The Company shall not: (1) consolidate with or merge with or into another Person (whether or not the Company is the surviving corporation); or (2) directly or indirectly, sell, assign, transfer, convey, lease or otherwise dispose of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(a) [INTENTIONALLY OMITTED]:

(1) [INTENTIONALLY OMITTED]; or

(2) [INTENTIONALLY OMITTED];

(b) the Person formed by or surviving any such consolidation or merger (if other than the Company) or the Person to which such sale, assignment, transfer, conveyance, lease or other disposition has been made assumes all the obligations of the Company under the Notes, this Indenture and the Registration Rights Agreement pursuant to agreements reasonably satisfactory to the Trustee;

(c) [INTENTIONALLY OMITTED];

(d) [INTENTIONALLY OMITTED]; and

(e) the Company shall have delivered to the trustee an Officers' Certificate and an opinion of counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with this Indenture."

u) Section 6.01 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 6.01 *Events of Default*

Each of the following is an "Event of Default":

(1) default for 30 days in the payment when due of interest and Additional Interest, if any, on the Notes;

(2) default in the payment when due (at maturity, upon redemption or otherwise) of the principal of, or premium, if any, on the Notes;

(3) [INTENTIONALLY OMITTED];

(4) [INTENTIONALLY OMITTED];

(5) [INTENTIONALLY OMITTED];

(6) [INTENTIONALLY OMITTED];

(7) the Company:

(A) commences a voluntary insolvency proceeding,

(B) consents to the entry of an order for relief against it in an involuntary insolvency proceeding,

(C) consents to the appointment of a Bankruptcy Custodian of it or for all or substantially all of its property,

(D) makes a general assignment for the benefit of its creditors, or

(E) generally is not paying its debts as they become due;

(8) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Company in an involuntary insolvency proceeding;

(B) appoints a Bankruptcy Custodian of the Company for all or substantially all of the property of the Company; or

(C) orders the liquidation of the Company;

and the order or decree remains unstayed and in effect for 60 consecutive days; and

(9) [INTENTIONALLY OMITTED]."

SECTION 2.02. AMENDMENTS TO CERTAIN DEFINITIONS. Subject to Section 4.02 hereof, Section 1.01 of the Indenture is hereby amended by deleting those definitions which appear solely in the text deleted from the Indenture pursuant to the amendments contained herein. All cross-references in the Indenture to sections and clauses deleted by this Article II shall also be deleted in their entirety.

ARTICLE III
AMENDMENTS TO THE NOTES

The Notes include certain of the foregoing provisions from the Indenture to be deleted or amended pursuant to Article II hereof. Upon the Operative Date, such provisions from the Notes shall be deemed deleted or amended as applicable.

ARTICLE IV
MISCELLANEOUS PROVISIONS

SECTION 4.01. EFFECT OF FIFTH SUPPLEMENTAL INDENTURE. Except as amended hereby, all of the terms of the Indenture shall remain and continue in full force and effect and are hereby confirmed in all respects. From and after the date of this Fifth Supplemental Indenture, all references to the Indenture (whether in the Indenture or in any other agreements, documents or instruments) shall be deemed to be references to the Indenture as amended and supplemented by this Fifth Supplemental Indenture.

SECTION 4.02. EFFECTIVENESS. This Fifth Supplemental Indenture shall become effective and binding on the Company, the Trustee and every Holder of the Notes heretofore or hereafter authenticated and delivered under the Indenture, upon the execution and delivery by the parties to this Fifth Supplemental Indenture. The provisions of this Fifth Supplemental Indenture shall be effective upon the execution hereof by the Company, the Guarantors and the Trustee; provided that the amendments to the Indenture and the Notes set forth in Article II and Article III hereof shall not become operative until the Operative Date. Prior to the Operative Date, the Company or the Guarantors may terminate this Fifth Supplemental Indenture upon written notice to the Trustee.

SECTION 4.03. NEW YORK LAW TO GOVERN; WAIVER OF JURY TRIAL. THIS FIFTH SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE COMPANY, THE TRUSTEE AND EACH OF THE GUARANTORS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS FIFTH SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 4.04. COUNTERPARTS. The parties may sign any number of copies of this Fifth Supplemental Indenture. Each signed copy (which may be provided via facsimile or other electronic transmission) shall be an original, but all of them together represent the same agreement.

SECTION 4.05. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 4.06. FURTHER ASSURANCES. The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purpose of this Fifth Supplemental Indenture and the Indenture.

SECTION 4.07. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fifth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company and the Guarantors.

(Signature pages follow)

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Supplemental Indenture to be duly executed and attested, all as of the date first above written.

COMPANY:

ENDO HEALTH SOLUTIONS INC.

By: /s/ Deanna Voss
Name: Deanna Voss
Title: Assistant Secretary

GUARANTORS:

ENDO PHARMACEUTICALS INC.
ENDO PHARMACEUTICALS SOLUTIONS INC.
ENDO PHARMACEUTICALS VALERA INC.
GENERICS INTERNATIONAL (US), INC.
AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.
AMERICAN MEDICAL SYSTEMS, INC.
AMS RESEARCH CORPORATION
AMS SALES CORPORATION
LASERSCOPE
GENERICS INTERNATIONAL (US MIDCO), INC.
GENERICS INTERNATIONAL (US PARENT), INC.
GENERICS INTERNATIONAL (US HOLDCO), INC.

By: /s/ Deanna Voss
Name: Deanna Voss
Title: Assistant Secretary

[Signature pages to 2019 Notes Fifth Supplemental Indenture]

GENERICS BIDCO I, LLC
VINTAGE PHARMACEUTICALS, LLC
GENERICS BIDCO II, LLC
WOOD PARK PROPERTIES LLC
MOORES MILL PROPERTIES LLC
QUARTZ SPECIALTY PHARMACEUTICALS, LLC

By: GENERICS INTERNATIONAL (US), INC., as its Manager

By: /s/ Deanna Voss
Name: Deanna Voss
Title: Assistant Secretary

LEDGEMONT ROYALTY SUB LLC

By: ENDO PHARMACEUTICALS SOLUTIONS, INC., as its Manager

By: /s/ Deanna Voss
Name: Deanna Voss
Title: Assistant Secretary

[Signature pages to 2019 Notes Fifth Supplemental Indenture]

TRUSTEE:

Wells Fargo Bank, National Association, as Trustee

By: /s/ Martin G. Reed
Name: Martin G. Reed
Title: Vice President

[Signature pages to 2019 Notes Fifth Supplemental Indenture]

Exhibit 10.2

NINTH SUPPLEMENTAL INDENTURE

NINTH SUPPLEMENTAL INDENTURE (this "**Ninth Supplemental Indenture**"), dated as of April 17, 2014, among Endo Health Solutions Inc. (formerly known as Endo Pharmaceuticals Holdings Inc.), a Delaware corporation (the "**Company**"), the Guarantors (as such term is defined in the Indenture) and Wells Fargo Bank, National Association, as trustee under the Indenture referred to below (the "**Trustee**").

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of November 23, 2010 (the "**Base Indenture**"), among the Company, the then existing Guarantors and the Trustee, which was supplemented by the first supplemental indenture, dated as of December 13, 2010 (the "**First Supplemental Indenture**"), the second supplemental indenture, dated as of December 21, 2010 (the "**Second Supplemental Indenture**"), the third supplemental indenture, dated as of February 17, 2011 (the "**Third Supplemental Indenture**"), the fourth supplemental indenture, dated as of April 5, 2011 (the "**Fourth Supplemental Indenture**"), the fifth supplemental indenture, dated as of June 22, 2011 (the "**Fifth Supplemental Indenture**"), the sixth supplemental indenture, dated as of August 16, 2011 (the "**Sixth Supplemental Indenture**"), the seventh supplemental indenture, dated as of September 26, 2011 (the "**Seventh Supplemental Indenture**") and the eighth supplemental indenture, dated as of December 2, 2013 (the "**Eighth Supplemental Indenture**" and together with the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture and the Seventh Supplemental Indenture, the "**Indenture**"), each among the Company, the then existing Guarantors and the Trustee related to the Company's 7.00% Senior Notes due 2020 (the "**Notes**");

WHEREAS, the Company has offered to exchange (the "**Exchange Offer**") any and all of the outstanding Notes from the Holders of the Notes for 7.00% Senior Notes due 2020 to be issued by Endo Finance LLC and Endo Finco Inc. and, in conjunction with the Exchange Offer, solicited consents (the "**Consent Solicitation**") from the Holders of the Notes pursuant to the offer to exchange, dated March 27, 2014 (the "**Offer to Exchange**"), to the amendments to the Indenture contained herein upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Consent Solicitation, Holders that have delivered and have not withdrawn a valid consent on a timely basis (the "**Consenting Holders**") are entitled to receive a consent fee with respect to the Notes in respect of which they have validly consented, payable only if all conditions to the Consent Solicitation are satisfied or waived by the Company (the "**Consent Payment**");

WHEREAS, Section 9.02 of the Indenture provides that, subject to certain exceptions inapplicable hereto, the Company and the Trustee may amend or supplement the Indenture with the consent of at least a majority in aggregate principal amount of the outstanding Notes (the "**Requisite Consents**");

WHEREAS, the Company has received the Requisite Consents to effect amendments to the Indenture as set forth in Article II hereof (the "**Consented Amendments**"), based on reports provided by D.F. King & Co., Inc., as exchange agent and information agent in the Exchange Offer and the Consent Solicitation, and delivered to the Trustee such Requisite Consents to the Trustee;

WHEREAS, the execution and delivery of this Ninth Supplemental Indenture has been duly authorized by the Company and the Guarantors and all conditions and requirements necessary to make this instrument a valid and binding agreement have been duly performed and complied with;

WHEREAS, following the execution of this Ninth Supplemental Indenture, the terms hereof will become operative (the "**Operative Date**") upon the payment of the applicable consideration in the Exchange Offer in respect of the Notes accepted for exchange, on the settlement date of the Exchange Offer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. DEFINED TERMS. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Indenture, as supplemented and amended hereby. All definitions in the Indenture shall be read in a manner consistent with the terms of this Ninth Supplemental Indenture.

ARTICLE II
CONSENTED AMENDMENTS

SECTION 2.01. AMENDMENTS TO CERTAIN COVENANTS OF THE INDENTURE. Subject to Section 4.02 hereof, the following Sections of the Indenture are hereby amended to read as follows and any and all references to such sections and provisions of the Indenture which are amended, modified, replaced or deleted and any and all obligations thereunder are hereby deleted throughout the Indenture, and such sections and references shall be of no further force or effect:

a) Section 3.09 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 3.09 [INTENTIONALLY OMITTED]"

b) Section 4.03 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.03 *Reports.*

Notwithstanding that the Company may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act or otherwise report on an annual and quarterly basis on forms provided for such annual and quarterly reporting pursuant to rules and regulations promulgated by the SEC, the Company shall comply with the reporting obligations set forth under Section 314(a) of the Trust Indenture Act."

c) Section 4.05 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.05 [INTENTIONALLY OMITTED]”

d) Section 4.06 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.06 [INTENTIONALLY OMITTED]”

e) Section 4.07 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.07 [INTENTIONALLY OMITTED]”

f) Section 4.08 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.08 [INTENTIONALLY OMITTED]”

g) Section 4.09 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.09 [INTENTIONALLY OMITTED]”

h) Section 4.10 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.10 [INTENTIONALLY OMITTED]”

i) Section 4.11 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.11 [INTENTIONALLY OMITTED]”

j) Section 4.12 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.12 [INTENTIONALLY OMITTED]”

k) Section 4.13 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.13 [INTENTIONALLY OMITTED]”

l) Section 4.14 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.14 [INTENTIONALLY OMITTED]”

m) Section 4.15 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.15 [INTENTIONALLY OMITTED]”

n) Section 4.16 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.16 [INTENTIONALLY OMITTED]"

o) Section 4.17 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.17 [INTENTIONALLY OMITTED]"

p) Section 4.18 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.18 [INTENTIONALLY OMITTED]"

q) Section 4.19 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.19 [INTENTIONALLY OMITTED]"

r) Section 4.20 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.20 [INTENTIONALLY OMITTED]"

s) Section 10.04 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 10.04 [INTENTIONALLY OMITTED]"

t) Section 5.01 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 5.01 *Merger, Consolidation or Sale of Assets*

The Company shall not: (1) consolidate with or merge with or into another Person (whether or not the Company is the surviving corporation); or (2) directly or indirectly, sell, assign, transfer, convey, lease or otherwise dispose of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(a) [INTENTIONALLY OMITTED]:

(1) [INTENTIONALLY OMITTED]; or

(2) [INTENTIONALLY OMITTED];

(b) the Person formed by or surviving any such consolidation or merger (if other than the Company) or the Person to which such sale, assignment, transfer, conveyance, lease or other disposition has been made assumes all the obligations of the Company under the Notes, this Indenture and the Registration Rights Agreement pursuant to agreements reasonably satisfactory to the Trustee;

(c) [INTENTIONALLY OMITTED];

(d) [INTENTIONALLY OMITTED]; and

(e) the Company shall have delivered to the trustee an Officers' Certificate and an opinion of counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with this Indenture."

u) Section 6.01 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 6.01 *Events of Default*

Each of the following is an "Event of Default":

(1) default for 30 days in the payment when due of interest and Additional Interest, if any, on the Notes;

(2) default in the payment when due (at maturity, upon redemption or otherwise) of the principal of, or premium, if any, on the Notes;

(3) [INTENTIONALLY OMITTED];

(4) [INTENTIONALLY OMITTED];

(5) [INTENTIONALLY OMITTED];

(6) [INTENTIONALLY OMITTED];

(7) the Company:

(A) commences a voluntary insolvency proceeding,

(B) consents to the entry of an order for relief against it in an involuntary insolvency proceeding,

(C) consents to the appointment of a Bankruptcy Custodian of it or for all or substantially all of its property,

(D) makes a general assignment for the benefit of its creditors, or

(E) generally is not paying its debts as they become due;

(8) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Company in an involuntary insolvency proceeding;

(B) appoints a Bankruptcy Custodian of the Company for all or substantially all of the property of the Company; or

(C) orders the liquidation of the Company;

and the order or decree remains unstayed and in effect for 60 consecutive days; and

(9) [INTENTIONALLY OMITTED]."

SECTION 2.02. AMENDMENTS TO CERTAIN DEFINITIONS. Subject to Section 4.02 hereof, Section 1.01 of the Indenture is hereby amended by deleting those definitions which appear solely in the text deleted from the Indenture pursuant to the amendments contained herein. All cross-references in the Indenture to sections and clauses deleted by this Article II shall also be deleted in their entirety.

ARTICLE III
AMENDMENTS TO THE NOTES

The Notes include certain of the foregoing provisions from the Indenture to be deleted or amended pursuant to Article II hereof. Upon the Operative Date, such provisions from the Notes shall be deemed deleted or amended as applicable.

ARTICLE IV
MISCELLANEOUS PROVISIONS

SECTION 4.01. EFFECT OF NINTH SUPPLEMENTAL INDENTURE. Except as amended hereby, all of the terms of the Indenture shall remain and continue in full force and effect and are hereby confirmed in all respects. From and after the date of this Ninth Supplemental Indenture, all references to the Indenture (whether in the Indenture or in any other agreements, documents or instruments) shall be deemed to be references to the Indenture as amended and supplemented by this Ninth Supplemental Indenture.

SECTION 4.02. EFFECTIVENESS. This Ninth Supplemental Indenture shall become effective and binding on the Company, the Trustee and every Holder of the Notes heretofore or hereafter authenticated and delivered under the Indenture, upon the execution and delivery by the parties to this Ninth Supplemental Indenture. The provisions of this Ninth Supplemental Indenture shall be effective upon the execution hereof by the Company, the Guarantors and the Trustee; provided that the amendments to the Indenture and the Notes set forth in Article II and Article III hereof shall not become operative until the Operative Date. Prior to the Operative Date, the Company or the Guarantors may terminate this Ninth Supplemental Indenture upon written notice to the Trustee.

SECTION 4.03. NEW YORK LAW TO GOVERN; WAIVER OF JURY TRIAL. THIS NINTH SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE COMPANY, THE TRUSTEE AND EACH OF THE GUARANTORS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS NINTH SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 4.04. COUNTERPARTS. The parties may sign any number of copies of this Ninth Supplemental Indenture. Each signed copy (which may be provided via facsimile or other electronic transmission) shall be an original, but all of them together represent the same agreement.

SECTION 4.05. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 4.06. FURTHER ASSURANCES. The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purpose of this Ninth Supplemental Indenture and the Indenture.

SECTION 4.07. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Ninth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company and the Guarantors.

(Signature pages follow)

IN WITNESS WHEREOF, the parties hereto have caused this Ninth Supplemental Indenture to be duly executed and attested, all as of the date first above written.

COMPANY:

ENDO HEALTH SOLUTIONS INC.

By: /s/ Deanna Voss
Name: Deanna Voss
Title: Assistant Secretary

GUARANTORS:

ENDO PHARMACEUTICALS INC.
ENDO PHARMACEUTICALS SOLUTIONS INC.
ENDO PHARMACEUTICALS VALERA INC.
GENERICS INTERNATIONAL (US), INC.
AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.
AMERICAN MEDICAL SYSTEMS, INC.
AMS RESEARCH CORPORATION
AMS SALES CORPORATION
LASERSCOPE
GENERICS INTERNATIONAL (US MIDCO), INC.
GENERICS INTERNATIONAL (US PARENT), INC.
GENERICS INTERNATIONAL (US HOLDCO), INC.

By: /s/ Deanna Voss
Name: Deanna Voss
Title: Assistant Secretary

[Signature pages to 2020 Notes Ninth Supplemental Indenture]

GENERICS BIDCO I, LLC
VINTAGE PHARMACEUTICALS, LLC
GENERICS BIDCO II, LLC
WOOD PARK PROPERTIES LLC
MOORES MILL PROPERTIES LLC
QUARTZ SPECIALTY PHARMACEUTICALS, LLC

By: GENERICS INTERNATIONAL (US), INC., as its Manager

By: /s/ Deanna Voss
Name: Deanna Voss
Title: Assistant Secretary

LEDGEMONT ROYALTY SUB LLC

By: ENDO PHARMACEUTICALS SOLUTIONS, INC., as its Manager

By: /s/ Deanna Voss
Name: Deanna Voss
Title: Assistant Secretary

[Signature pages to 2020 Notes Ninth Supplemental Indenture]

TRUSTEE:

Wells Fargo Bank, National Association, as Trustee

By: /s/ Martin G. Reed

Name: Martin G. Reed
Title: Vice President

[Signature pages to 2020 Notes Ninth Supplemental Indenture]

Exhibit 10.3

FIFTH SUPPLEMENTAL INDENTURE

FIFTH SUPPLEMENTAL INDENTURE (this "**Fifth Supplemental Indenture**"), dated as of April 17, 2014, among Endo Health Solutions Inc. (formerly known as Endo Pharmaceuticals Holdings Inc.), a Delaware corporation (the "**Company**"), the Guarantors (as such term is defined in the Indenture) and Wells Fargo Bank, National Association, as trustee under the Indenture referred to below (the "**Trustee**").

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of June 8, 2011 (the "**Base Indenture**"), among the Company, the then existing Guarantors and the Trustee, which was supplemented by the first supplemental indenture, dated as of June 17, 2011 (the "**First Supplemental Indenture**"), the second supplemental indenture, dated as of August 16, 2011 (the "**Second Supplemental Indenture**"), the third supplemental indenture, dated as of September 26, 2011 (the "**Third Supplemental Indenture**") and the fourth supplemental indenture, dated as of December 2, 2013 (the "**Fourth Supplemental Indenture**" and together with the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture, the "**Indenture**"), each among the Company, the then existing Guarantors named therein and the Trustee related to the Company's 7 ¼% Senior Notes due 2022 (the "**Notes**");

WHEREAS, the Company has offered to exchange (the "**Exchange Offer**") any and all of the outstanding Notes from the Holders of the Notes for 7.25% Senior Notes due 2022 to be issued by Endo Finance LLC and Endo Finco Inc. and, in conjunction with the Exchange Offer, solicited consents (the "**Consent Solicitation**") from the Holders of the Notes pursuant to the offer to exchange, dated March 27, 2014 (the "**Offer to Exchange**"), to the amendments to the Indenture contained herein upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Consent Solicitation, Holders that have delivered and have not withdrawn a valid consent on a timely basis (the "**Consenting Holders**") are entitled to receive a consent fee with respect to the Notes in respect of which they have validly consented, payable only if all conditions to the Consent Solicitation are satisfied or waived by the Company (the "**Consent Payment**");

WHEREAS, Section 9.02 of the Indenture provides that, subject to certain exceptions inapplicable hereto, the Company and the Trustee may amend or supplement the Indenture with the consent of at least a majority in aggregate principal amount of the outstanding Notes (the "**Requisite Consents**");

WHEREAS, the Company has received the Requisite Consents to effect amendments to the Indenture as set forth in Article II hereof (the "**Consented Amendments**"), based on reports provided by D.F. King & Co., Inc., as exchange agent and information agent in the Exchange Offer and the Consent Solicitation, and delivered to the Trustee such Requisite Consents to the Trustee;

WHEREAS, the execution and delivery of this Fifth Supplemental Indenture has been duly authorized by the Company and the Guarantors and all conditions and requirements necessary to make this instrument a valid and binding agreement have been duly performed and complied with;

WHEREAS, following the execution of this Fifth Supplemental Indenture, the terms hereof will become operative (the "**Operative Date**") upon the payment of the applicable consideration in the Exchange Offer in respect of the Notes accepted for Exchange, on the settlement date of the Exchange Offer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. DEFINED TERMS. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Indenture, as supplemented and amended hereby. All definitions in the Indenture shall be read in a manner consistent with the terms of this Fifth Supplemental Indenture.

ARTICLE II
CONSENTED AMENDMENTS

SECTION 2.01. AMENDMENTS TO CERTAIN COVENANTS OF THE INDENTURE. Subject to Section 4.02 hereof, the following Sections of the Indenture are hereby amended to read as follows and any and all references to such sections and provisions of the Indenture which are amended, modified, replaced or deleted and any and all obligations thereunder are hereby deleted throughout the Indenture, and such sections and references shall be of no further force or effect:

a) Section 3.09 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 3.09 [INTENTIONALLY OMITTED]"

b) Section 4.03 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.03 *Reports.*

Notwithstanding that the Company may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act or otherwise report on an annual and quarterly basis on forms provided for such annual and quarterly reporting pursuant to rules and regulations promulgated by the SEC, the Company shall comply with the reporting obligations set forth under Section 314(a) of the Trust Indenture Act."

c) Section 4.05 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.05 [INTENTIONALLY OMITTED]"

d) Section 4.06 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.06 [INTENTIONALLY OMITTED]”

e) Section 4.07 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.07 [INTENTIONALLY OMITTED]”

f) Section 4.08 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.08 [INTENTIONALLY OMITTED]”

g) Section 4.09 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.09 [INTENTIONALLY OMITTED]”

h) Section 4.10 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.10 [INTENTIONALLY OMITTED]”

i) Section 4.11 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.11 [INTENTIONALLY OMITTED]”

j) Section 4.12 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.12 [INTENTIONALLY OMITTED]”

k) Section 4.13 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.13 [INTENTIONALLY OMITTED]”

l) Section 4.14 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.14 [INTENTIONALLY OMITTED]”

m) Section 4.15 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.15 [INTENTIONALLY OMITTED]”

n) Section 4.16 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 4.16 [INTENTIONALLY OMITTED]”

o) Section 4.17 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.17 [INTENTIONALLY OMITTED]"

p) Section 4.18 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.18 [INTENTIONALLY OMITTED]"

q) Section 4.19 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.19 [INTENTIONALLY OMITTED]"

r) Section 4.20 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 4.20 [INTENTIONALLY OMITTED]"

s) Section 10.04 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 10.04 [INTENTIONALLY OMITTED]"

t) Section 5.01 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 5.01 *Merger, Consolidation or Sale of Assets*

The Company shall not: (1) consolidate with or merge with or into another Person (whether or not the Company is the surviving corporation); or (2) directly or indirectly, sell, assign, transfer, convey, lease or otherwise dispose of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(a) [INTENTIONALLY OMITTED]:

(1) [INTENTIONALLY OMITTED]; or

(2) [INTENTIONALLY OMITTED];

(b) the Person formed by or surviving any such consolidation or merger (if other than the Company) or the Person to which such sale, assignment, transfer, conveyance, lease or other disposition has been made assumes all the obligations of the Company under the Notes, this Indenture and the Registration Rights Agreement pursuant to agreements reasonably satisfactory to the Trustee;

(c) [INTENTIONALLY OMITTED];

(d) [INTENTIONALLY OMITTED]; and

(e) the Company shall have delivered to the trustee an Officers' Certificate and an opinion of counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with this Indenture."

u) Section 6.01 of the Indenture is hereby amended and restated in its entirety as follows:

"SECTION 6.01 *Events of Default*

Each of the following is an "Event of Default":

(1) default for 30 days in the payment when due of interest and Additional Interest, if any, on the Notes;

(2) default in the payment when due (at maturity, upon redemption or otherwise) of the principal of, or premium, if any, on the Notes;

(3) [INTENTIONALLY OMITTED];

(4) [INTENTIONALLY OMITTED];

(5) [INTENTIONALLY OMITTED];

(6) [INTENTIONALLY OMITTED];

(7) the Company:

(A) commences a voluntary insolvency proceeding,

(B) consents to the entry of an order for relief against it in an involuntary insolvency proceeding,

(C) consents to the appointment of a Bankruptcy Custodian of it or for all or substantially all of its property,

(D) makes a general assignment for the benefit of its creditors, or

(E) generally is not paying its debts as they become due;

(8) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Company in an involuntary insolvency proceeding;

(B) appoints a Bankruptcy Custodian of the Company for all or substantially all of the property of the Company; or

(C) orders the liquidation of the Company;

and the order or decree remains unstayed and in effect for 60 consecutive days; and

(9) [INTENTIONALLY OMITTED]."

SECTION 2.02. AMENDMENTS TO CERTAIN DEFINITIONS. Subject to Section 4.02 hereof, Section 1.01 of the Indenture is hereby amended by deleting those definitions which appear solely in the text deleted from the Indenture pursuant to the amendments contained herein. All cross-references in the Indenture to sections and clauses deleted by this Article II shall also be deleted in their entirety.

ARTICLE III
AMENDMENTS TO THE NOTES

The Notes include certain of the foregoing provisions from the Indenture to be deleted or amended pursuant to Article II hereof. Upon the Operative Date, such provisions from the Notes shall be deemed deleted or amended as applicable.

ARTICLE IV
MISCELLANEOUS PROVISIONS

SECTION 4.01. EFFECT OF FIFTH SUPPLEMENTAL INDENTURE. Except as amended hereby, all of the terms of the Indenture shall remain and continue in full force and effect and are hereby confirmed in all respects. From and after the date of this Fifth Supplemental Indenture, all references to the Indenture (whether in the Indenture or in any other agreements, documents or instruments) shall be deemed to be references to the Indenture as amended and supplemented by this Fifth Supplemental Indenture.

SECTION 4.02. EFFECTIVENESS. This Fifth Supplemental Indenture shall become effective and binding on the Company, the Trustee and every Holder of the Notes heretofore or hereafter authenticated and delivered under the Indenture, upon the execution and delivery by the parties to this Fifth Supplemental Indenture. The provisions of this Fifth Supplemental Indenture shall be effective upon the execution hereof by the Company, the Guarantors and the Trustee; provided that the amendments to the Indenture and the Notes set forth in Article II and Article III hereof shall not become operative until the Operative Date. Prior to the Operative Date, the Company or the Guarantors may terminate this Fifth Supplemental Indenture upon written notice to the Trustee.

SECTION 4.03. NEW YORK LAW TO GOVERN; WAIVER OF JURY TRIAL. THIS FIFTH SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE COMPANY, THE TRUSTEE AND EACH OF THE GUARANTORS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS FIFTH SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 4.04. COUNTERPARTS. The parties may sign any number of copies of this Fifth Supplemental Indenture. Each signed copy (which may be provided via facsimile or other electronic transmission) shall be an original, but all of them together represent the same agreement.

SECTION 4.05. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 4.06. FURTHER ASSURANCES. The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purpose of this Fifth Supplemental Indenture and the Indenture.

SECTION 4.07. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fifth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company and the Guarantors.

(Signature pages follow)

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Supplemental Indenture to be duly executed and attested, all as of the date first above written.

COMPANY:

ENDO HEALTH SOLUTIONS INC.

By: /s/ Deanna Voss
Name: Deanna Voss
Title: Assistant Secretary

GUARANTORS:

ENDO PHARMACEUTICALS INC.
ENDO PHARMACEUTICALS SOLUTIONS INC.
ENDO PHARMACEUTICALS VALERA INC.
GENERICS INTERNATIONAL (US), INC.
AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.
AMERICAN MEDICAL SYSTEMS, INC.
AMS RESEARCH CORPORATION
AMS SALES CORPORATION
LASERSCOPE
GENERICS INTERNATIONAL (US MIDCO), INC.
GENERICS INTERNATIONAL (US PARENT), INC.
GENERICS INTERNATIONAL (US HOLDCO), INC.

By: /s/ Deanna Voss
Name: Deanna Voss
Title: Assistant Secretary

[Signature pages to 2022 Notes Fifth Supplemental Indenture]

GENERICS BIDCO I, LLC
VINTAGE PHARMACEUTICALS, LLC
GENERICS BIDCO II, LLC
WOOD PARK PROPERTIES LLC
MOORES MILL PROPERTIES LLC
QUARTZ SPECIALTY PHARMACEUTICALS, LLC

By: GENERICS INTERNATIONAL (US), INC., as its Manager

By: /s/ Deanna Voss
Name: Deanna Voss
Title: Assistant Secretary

LEDGEMONT ROYALTY SUB LLC

By: ENDO PHARMACEUTICALS SOLUTIONS, INC., as its Manager

By: /s/ Deanna Voss
Name: Deanna Voss
Title: Assistant Secretary

[Signature pages to 2022 Notes Fifth Supplemental Indenture]

TRUSTEE:

Wells Fargo Bank, National Association, as Trustee

By: /s/ Martin G. Reed
Name: Martin G. Reed
Title: Vice President

[Signature pages to 2022 Notes Fifth Supplemental Indenture]

Exhibit 99.1

For Immediate Release

CONTACT:

Investors/Media:
Blaine Davis
(484) 216-7158
+353-1-669-6645

Investors:
Jonathan Neely
(484) 216-6645

Media:
Brian O'Donnell
(484) 216-6726

Endo Health Solutions Inc. Announces Receipt of Requisite Tenders and Consents in the Exchange Offers and Consent Solicitations Relating to its 7% Senior Notes due 2019, 7.00% Senior Notes due 2020 and 7 ¼% Senior Notes due 2022

DUBLIN, April 17, 2014 – Endo International plc (NASDAQ: ENDP) (TSX: ENL) ("Endo" or the "Company") announced today that its wholly-owned subsidiary, Endo Health Solutions Inc. ("EHSI"), has received requisite tenders and consents in connection with its previously announced offers to exchange any and all of the outstanding unsecured 7% Senior Notes due 2019 (the "2019 Existing EHSI Notes"), 7.00% Senior Notes due 2020 (the "2020 Existing EHSI Notes") and 7 ¼% Senior Notes due 2022 issued by EHSI (the "2022 Existing EHSI Notes" and, together with the 2019 Existing EHSI Notes and the 2020 Existing EHSI Notes, the "Existing EHSI Notes"), for new unsecured 7.00% Senior Notes due 2019, 7.00% Senior Notes due 2020 and 7.25% Senior Notes due 2022 (collectively, the "New Endo Finance Notes"), respectively, to be issued by Endo Finance LLC and Endo Finco Inc. and guaranteed by Endo Limited and certain of its direct and indirect subsidiaries, and the related solicitation of consents to amend the Existing EHSI Notes and the indentures governing the Existing EHSI Notes. Consents were solicited in respect of the indentures governing each series of the Existing EHSI Notes to approve proposed amendments that would, among other things, (i) delete in their entirety substantially all the restrictive covenants in each indenture, (ii) modify the covenants regarding mergers and consolidations, and (iii) eliminate certain events of default. Capitalized terms used but not defined herein shall have the meanings ascribed to them in EHSI's Offer to Exchange dated March 27, 2014 (as amended from time to time, the "Offer to Exchange").

As of 5:00 p.m. New York City time, on April 16, 2014 (such time and date, the "Consent Date"), as reported by the exchange agent, EHSI had received tenders and consents from holders of $477,919,000 in aggregate principal amount of the 2019 Existing EHSI Notes, representing approximately 95.58% of the total outstanding principal amount of the 2019 Existing EHSI Notes, tenders and consents from holders of $393,463,000 in aggregate principal amount of the 2020 Existing EHSI Notes, representing approximately 98.37% of the total outstanding principal amount of the 2020 Existing EHSI Notes, and tenders and consents from holders of $391,825,000 in aggregate principal amount of the 2022 Existing EHSI Notes, representing approximately 97.96% of the total outstanding principal amount of the 2022 Existing EHSI Notes. As a result, the minimum tender condition has been satisfied in the exchange offers and the requisite consents have been received in the consent solicitations to execute a supplemental indenture with respect to each series of the Existing EHSI Notes to effect the proposed amendments. Accordingly, EHSI intends to enter into a supplemental indenture with respect to each series of the Existing EHSI Notes to effect the proposed amendments. The proposed amendments will become effective upon entry into each of the supplemental indentures, however, they will not become operative until the Settlement Date.

Subject to the satisfaction or waiver of the conditions set forth in the Offer to Exchange, EHSI will pay to each holder, in respect of such holder's Existing EHSI Notes as to which consents were validly delivered (and not validly revoked), a Consent Payment of $7.00 per $1,000 principal amount of 2019 Existing EHSI Notes, $7.00 per $1,000 principal amount of 2020 Existing EHSI Notes and $14.25 per $1,000 principal amount of 2022 Existing EHSI Notes, payable in cash on the Settlement Date. Such Consent Payment is in addition to the Total Consideration payable to a holder in respect of its Existing EHSI Notes tendered prior to the Consent Date and accepted for exchange. Existing EHSI Notes tendered after the Consent Date and prior to the expiration of the exchange offers will not be eligible to receive the Consent Payment.

The exchange offers are scheduled to expire at 11:59 p.m., New York City time, on April 29, 2014, unless further extended or terminated.

The terms and conditions of the exchange offers and the consent solicitations appear in the offering documents, which have been distributed to the holders of Existing EHSI Notes who have completed and returned a letter of eligibility confirming that they are "Eligible Holders" for the purposes of the exchange offers and the consent solicitations. EHSI expressly reserves the right to waive these conditions in whole or in part at any or at various times in its sole discretion.

The New Endo Finance Notes have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state or foreign securities laws. The New Endo Finance Notes may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act or any applicable state securities laws.

This press release is issued pursuant to Rule 135c under the Securities Act and does not constitute an offer to purchase or exchange any securities or a solicitation of any offer to sell any securities. The exchange offers are being made only pursuant to a confidential offering document and related consent and letter of transmittal and only to persons certifying that they are (i) in the United States and "qualified institutional buyers" within the meaning of Rule 144A under the Securities Act (that are also institutional "accredited investors" within the meaning of Rule 501 of Regulation D of the Securities Act), or (ii) not "U.S. persons" and are outside of the United States (and are not acting for the account or benefit of a U.S. person) within the meaning of Regulation S under the Securities Act.

The offering documents have been and will only be distributed to Eligible Holders. D.F. King & Co., Inc. is the information agent for the exchange offers, (800) 967-5079 (U.S. toll-free) or (212) 269-5550 (collect).

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. 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 our current views, expectations and beliefs concerning future events, these forward-looking statements involve risks and uncertainties. Investors should note that many factors, as more fully described under the caption "Risk Factors" in Endo's and EHSI's Form 10-K, Form 10-Q and Form 8-K filings, as applicable, with the Securities and Exchange Commission 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 EHSI'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 our 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.

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