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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

(Mark One)

x **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.**

FOR THE QUARTERLY PERIOD ENDED JUNE 30, 2015

OR

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.**

FOR THE TRANSITION PERIOD FROM TO

Commission file number: 001-36326

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

Ireland	**Not Applicable**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
First Floor, Minerva House, Simmonscourt Road, Ballsbridge, Dublin 4, Ireland	**Not Applicable**
(Address of Principal Executive Offices)	(Zip Code)

011-353-1-268-2000
(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Name of each exchange on which registered**
Ordinary shares, nominal value $0.0001 per share	**The NASDAQ Global Market, The Toronto Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check whether the registrant: (1) has filed all reports required to be filed by Sections 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No o

Indicate by check whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes x No o

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

Large accelerated filer	x	Accelerated filer	o
Non-accelerated filer	o (Do not check if a smaller reporting company)	Smaller reporting company	o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). YES o NO x

Indicate the number of shares outstanding of each of the issuer's classes of ordinary shares, as of the latest practical date.

Ordinary shares, $0.0001 par value	Number of ordinary shares outstanding as of	August 4, 2015 : 208,251,366

ENDO INTERNATIONAL PLC

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FORWARD-LOOKING STATEMENTS

Statements contained or incorporated by reference in this document contain information that includes or is based on "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. These statements, including estimates of future revenues, future expenses, future net income and future net income per share, contained in the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations," which is included in this document, are subject to risks and uncertainties. Forward-looking statements include the information concerning our possible or assumed results of operations. We have tried, whenever possible, to identify such statements by words such as "believes," "expects," "anticipates," "intends," "estimates," "plan," "projected," "forecast," "will," "may" or similar expressions. We have based these forward-looking statements on our current expectations and projections about the growth of our business, our financial performance and the development of our industry. Because these statements reflect our current views 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 Item 1A. of this document and in Part I, Item 1A. under the caption "Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2014, supplement, and as otherwise enumerated herein, could affect our future financial results and could cause our actual results to differ materially from those expressed in forward-looking statements contained or incorporated by reference in this document.

We do not undertake any obligation to update our forward-looking statements after the date of this document for any reason, even if new information becomes available or other events occur in the future, except as may be required under applicable securities law. You are advised to consult any further disclosures we make on related subjects in our reports filed with the Securities and Exchange Commission (SEC) and with securities regulators in Canada on the System for Electronic Document Analysis and Retrieval (SEDAR). Also note that, in Item 1A. of this document and in Part I, Item 1A. under the caption "Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2014, we provide a cautionary discussion of the risks, uncertainties and possibly inaccurate assumptions relevant to our business. These are factors that, individually or in the aggregate, we think could cause our actual results to differ materially from expected and historical results. We note these factors for investors as permitted by Section 27A of the Securities Act and Section 21E of the Exchange Act. You should understand that it is not possible to predict or identify all such factors. Consequently, you should not consider this to be a complete discussion of all potential risks or uncertainties.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

ENDO INTERNATIONAL PLC
CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)
(In thousands, except share and per share data)

	June 30, 2015	December 31, 2014
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 2,529,735	$ 408,753
Restricted cash and cash equivalents	484,788	530,930
Marketable securities	893	815
Accounts receivable	1,318,286	1,126,078
Inventories, net	625,767	423,321
Prepaid expenses and other current assets	51,565	38,680
Income taxes receivable	109,817	51,846
Deferred income taxes	720,043	561,974
Assets held for sale (NOTE 3)	1,696,059	1,937,864
Total current assets	$ 7,536,953	$ 5,080,261
MARKETABLE SECURITIES	4,023	1,506
PROPERTY, PLANT AND EQUIPMENT, NET	413,931	387,703
GOODWILL	3,044,307	2,899,587
OTHER INTANGIBLES, NET	4,914,393	2,333,193
DEFERRED INCOME TAXES	3,011	5,059
OTHER ASSETS	215,296	202,307
TOTAL ASSETS	$ 16,131,914	$ 10,909,616
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 306,179	$ 297,484
Accrued expenses	1,397,552	1,149,545
Current portion of legal settlement accrual	1,598,932	1,443,114
Current portion of long-term debt	68,423	155,937
Income taxes payable	11,362	—
Deferred income taxes	—	22
Liabilities held for sale (NOTE 3)	104,994	103,338
Total current liabilities	$ 3,487,442	$ 3,149,440
DEFERRED INCOME TAXES	719,902	677,740
LONG-TERM DEBT, LESS CURRENT PORTION, NET	5,361,230	4,202,356
LONG-TERM LEGAL SETTLEMENT ACCRUAL, LESS CURRENT PORTION, NET	—	262,781
OTHER LIABILITIES	411,402	209,086
COMMITMENTS AND CONTINGENCIES (NOTE 12)		
SHAREHOLDERS' EQUITY:		
Euro deferred shares, $0.01 par value; 4,000,000 shares authorized; 4,000,000 issued	45	48
Ordinary shares, $0.0001 and $0.0001 par value; 1,000,000,000 and 1,000,000,000 shares authorized; 208,221,710 and 153,912,985 shares issued and outstanding at June 30, 2015 and December 31, 2014, respectively	21	15
Additional paid-in capital	7,322,102	3,093,867
Accumulated deficit	(921,221)	(595,085)
Accumulated other comprehensive loss	(249,077)	(124,088)
Total Endo International plc shareholders' equity	$ 6,151,870	$ 2,374,757
Noncontrolling interests	68	33,456
Total shareholders' equity	$ 6,151,938	$ 2,408,213
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 16,131,914	$ 10,909,616

See Notes to Condensed Consolidated Financial Statements.

ENDO INTERNATIONAL PLC
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)
(In thousands, except per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
TOTAL REVENUES	$ 735,166	$ 592,848	$ 1,449,294	$ 1,063,690
COSTS AND EXPENSES:				
Cost of revenues	438,858	303,445	823,124	516,124
Selling, general and administrative	154,491	124,366	366,069	284,432
Research and development	18,984	30,406	36,881	61,352
Litigation-related and other contingencies, net	6,875	3,954	19,875	3,954
Asset impairment charges	70,243	—	77,243	—
Acquisition-related and integration items	44,225	19,618	78,865	64,887
OPERATING INCOME FROM CONTINUING OPERATIONS	$ 1,490	$ 111,059	$ 47,237	$ 132,941
INTEREST EXPENSE, NET	80,611	52,183	153,750	105,575
LOSS ON EXTINGUISHMENT OF DEBT	—	20,089	980	29,685
OTHER EXPENSE (INCOME), NET	24,493	(6,596)	12,498	(13,004)
(LOSS) INCOME FROM CONTINUING OPERATIONS BEFORE INCOME TAX	$ (103,614)	$ 45,383	$ (119,991)	$ 10,685
INCOME TAX (BENEFIT) EXPENSE	(12,720)	4,808	(179,589)	17,511
(LOSS) INCOME FROM CONTINUING OPERATIONS	$ (90,894)	$ 40,575	$ 59,598	$ (6,826)
DISCONTINUED OPERATIONS, NET OF TAX (NOTE 3)	(159,632)	(20,189)	(385,842)	(406,066)
CONSOLIDATED NET (LOSS) INCOME	$ (250,526)	$ 20,386	$ (326,244)	$ (412,892)
Less: Net (loss) income attributable to noncontrolling interests	(107)	(774)	(107)	2,860
NET (LOSS) INCOME ATTRIBUTABLE TO ENDO INTERNATIONAL PLC	$ (250,419)	$ 21,160	$ (326,137)	$ (415,752)
NET (LOSS) INCOME PER SHARE ATTRIBUTABLE TO ENDO INTERNATIONAL PLC ORDINARY SHAREHOLDERS—BASIC:				
Continuing operations	$ (0.49)	$ 0.27	$ 0.34	$ (0.04)
Discontinued operations	$ (0.86)	$ (0.13)	$ (2.18)	$ (2.92)
Basic	$ (1.35)	$ 0.14	$ (1.84)	$ (2.96)
NET (LOSS) INCOME PER SHARE ATTRIBUTABLE TO ENDO INTERNATIONAL PLC ORDINARY SHAREHOLDERS—DILUTED:				
Continuing operations	$ (0.49)	$ 0.25	$ 0.33	$ (0.04)
Discontinued operations	$ (0.86)	$ (0.12)	$ (2.11)	$ (2.92)
Diluted	$ (1.35)	$ 0.13	$ (1.78)	$ (2.96)
WEIGHTED AVERAGE SHARES:				
Basic	185,328	152,368	177,490	140,252
Diluted	185,328	163,369	182,822	140,252

See Notes to Condensed Consolidated Financial Statements.

ENDO INTERNATIONAL PLC
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME (UNAUDITED)
(In thousands)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
CONSOLIDATED NET (LOSS) INCOME	$ (250,526)	$ 20,386	$ (326,244)	$ (412,892)
OTHER COMPREHENSIVE (LOSS) INCOME, NET OF TAX:				
Net unrealized gain on securities:				
Unrealized gain arising during the period	$ 201	$ 2,034	$ 1,714	$ 1,694
Less: reclassification adjustments for (gain) loss realized in net (loss) income	—	—	—	—
	201	2,034	1,714	1,694
Foreign currency translation gain (loss)	8,001	44,393	(123,347)	49,470
OTHER COMPREHENSIVE INCOME (LOSS)	$ 8,202	$ 46,427	$ (121,633)	$ 51,164
CONSOLIDATED COMPREHENSIVE (LOSS) INCOME	$ (242,324)	$ 66,813	$ (447,877)	$ (361,728)
Less: Net (loss) income attributable to noncontrolling interests	(107)	(774)	(107)	2,860
Less: Other comprehensive loss attributable to noncontrolling interests	57	(1,942)	(549)	(1,942)
COMPREHENSIVE (LOSS) INCOME ATTRIBUTABLE TO ENDO INTERNATIONAL PLC	$ (242,274)	$ 69,529	$ (447,221)	$ (362,646)

See Notes to Condensed Consolidated Financial Statements.

ENDO INTERNATIONAL PLC
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(In thousands)

	Six Months Ended June 30,	
	2015	**2014**
OPERATING ACTIVITIES:		
Consolidated net loss	$ (326,244)	$ (412,892)
Adjustments to reconcile consolidated net loss to Net cash used in operating activities:		
Depreciation and amortization	249,181	152,818
Inventory step-up	84,253	22,725
Share-based compensation	24,753	14,376
Amortization of debt issuance costs and premium / discount	10,580	17,993
Provision for bad debts	1,141	980
Deferred income taxes	(244,152)	(169,195)
Net (gain) loss on disposal of property, plant and equipment	(132)	1,017
Loss on extinguishment of debt	980	29,685
Asset impairment charges (including other than temporary impairment of Litha joint venture investment)	318,865	—
Gain on sale of business and other assets	—	(2,718)
Changes in assets and liabilities which (used) provided cash:		
Accounts receivable	(124,681)	(22,227)
Inventories	(22,425)	13,170
Prepaid and other assets	(12,268)	11,019
Accounts payable	4,349	(83,991)
Accrued expenses	235,867	662,533
Other liabilities	(228,938)	(194,067)
Income taxes payable/receivable	(48,615)	(93,857)
Net cash used in operating activities	$ (77,486)	$ (52,631)
INVESTING ACTIVITIES:		
Purchases of property, plant and equipment	(38,621)	(40,398)
Proceeds from sale of property, plant and equipment	—	19
Acquisitions, net of cash acquired	(915,945)	(203,088)
Proceeds from sale of marketable securities and investments	24	47,850
Proceeds from notes receivable	17	23,066
Patent acquisition costs and license fees	—	(5,000)
Proceeds from sale of business, net	4,712	54,521
Proceeds from settlement escrow	—	3,148
Increase in restricted cash and cash equivalents	(381,223)	—
Decrease in restricted cash and cash equivalents	424,695	704,223
Other investing activities	—	4,000
Net cash (used in) provided by investing activities	$ (906,341)	$ 588,341

	Six Months Ended June 30,	
	2015	2014
FINANCING ACTIVITIES:		
Proceeds from issuance of notes	1,200,000	750,000
Proceeds from issuance of term loans	—	1,525,000
Principal payments on term loans	(26,188)	(1,407,394)
Proceeds from draw of revolving debt	175,000	—
Repayments of revolving debt	(175,000)	—
Principal payments on other indebtedness, net	(3,231)	(5,800)
Repurchase of convertible senior subordinated notes	(247,760)	(547,852)
Payments to settle ordinary share warrants	—	(242,192)
Proceeds from the settlement of the hedge on convertible senior subordinated notes due 2015	—	302,113
Deferred financing fees	(25,696)	(58,715)
Payment for contingent consideration	(7,383)	—
Tax benefits of share awards	20,079	27,573
Payments of tax withholding for restricted shares	(12,570)	(22,803)
Exercise of options	23,440	31,616
Issuance of ordinary shares	2,302,281	2,288
Payments related to the issuance of ordinary shares	(66,956)	(4,800)
Cash distributions to noncontrolling interests	—	(6,144)
Cash buy-out of noncontrolling interests	(39,608)	(82)
Net cash provided by financing activities	$ 3,116,408	$ 342,808
Effect of foreign exchange rate	(11,599)	4,716
NET INCREASE IN CASH AND CASH EQUIVALENTS	$ 2,120,982	$ 883,234
LESS: NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS OF DISCONTINUED OPERATIONS	—	(17,413)
NET INCREASE IN CASH AND CASH EQUIVALENTS OF CONTINUING OPERATIONS	$ 2,120,982	$ 900,647
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	408,753	526,597
CASH AND CASH EQUIVALENTS, END OF PERIOD	$ 2,529,735	$ 1,427,244
SUPPLEMENTAL INFORMATION:		
Cash paid into Qualified Settlement Funds for mesh legal settlements	$ 377,074	$ —
Cash paid out of Qualified Settlement Funds for mesh legal settlements	$ 385,087	$ 3,148
Other cash distributions for mesh legal settlements	$ 10,829	$ 3,517
SCHEDULE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Purchases of property, plant and equipment financed by capital leases	$ 54	$ 578
Accrual for purchases of property, plant and equipment	$ 2,072	$ 4,423
Acquisition financed by ordinary shares	$ 1,519,318	$ 2,844,279
Repurchase of convertible senior subordinated notes financed by ordinary shares	$ 625,483	$ —

See Notes to Condensed Consolidated Financial Statements.

ENDO INTERNATIONAL PLC
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
FOR THE THREE AND SIX MONTHS ENDED JUNE 30, 2015

NOTE 1. BASIS OF PRESENTATION

The accompanying unaudited Condensed Consolidated Financial Statements of Endo International plc have been prepared in accordance with United States (U.S.) generally accepted accounting principles (GAAP) for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X of the Securities and Exchange Commission for interim financial information. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, the accompanying Condensed Consolidated Financial Statements of Endo and its subsidiaries, which are unaudited, include all normal and recurring adjustments necessary to a fair statement of the Company's financial position as of June 30, 2015 and the results of our operations and our cash flows for the periods presented. Operating results for the three and six months ended June 30, 2015 are not necessarily indicative of the results that may be expected for the year ending December 31, 2015. The year-end Condensed Consolidated Balance Sheet data as of December 31, 2014 was derived from the audited financial statements.

In periods prior to February 28, 2014, our Condensed Consolidated Financial Statements presented the accounts of Endo Health Solutions Inc., which was incorporated under the laws of the State of Delaware on November 18, 1997, and all of its subsidiaries (EHSI). Endo International plc was incorporated in Ireland on October 31, 2013 as a private limited company and re-registered effective February 18, 2014 as a public limited company. It was established for the purpose of facilitating the business combination between EHSI and Paladin Labs Inc. (Paladin). On February 28, 2014, we became the successor registrant of EHSI and Paladin in connection with the consummation of certain transactions further described elsewhere in our Condensed Consolidated Financial Statements. In addition, on February 28, 2014, the shares of Endo International plc began trading on the NASDAQ under the symbol "ENDP," the same symbol under which EHSI's shares previously traded, and on the Toronto Stock Exchange under the symbol "ENL".

References throughout to "Endo", the "Company", "we", "our" or "us" refer to financial information and transactions of Endo Health Solutions Inc. prior to February 28, 2014 and Endo International plc thereafter.

The information included in this Quarterly Report on Form 10-Q should be read in conjunction with our Consolidated Financial Statements and accompanying notes included in our Annual Report on Form 10-K for the year ended December 31, 2014.

During the three months ended June 30, 2015, the Company recorded a $2.7 million correcting adjustment to deferred taxes resulting from the impact of currency translation on a foreign denominated intercompany loan. Based on changes in the underlying exchange rate over the first three months of 2015, the impact to the Company's Condensed Consolidated Balance Sheet as of March 31, 2015 would have been a $22.2 million increase to Accumulated other comprehensive loss with an offset to Deferred income taxes. The corresponding impact for the three months ended June 30, 2015 would have been a $19.5 million decrease to Accumulated other comprehensive loss with an offset to Deferred income taxes. The net $2.7 million adjustment is included in Foreign currency translation gain (loss) in the Condensed Consolidated Statements of Comprehensive (Loss) Income for the three and six months ended June 30, 2015. The Company determined that neither the prior period nor the current period corrections are material to the periods presented or the expected 2015 full year results.

NOTE 2. RECENT ACCOUNTING PRONOUNCEMENTS

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards update (ASU) No. 2014-09, *"Revenue from Contracts with Customers"* (ASU 2014-09). ASU 2014-09 represents a comprehensive new revenue recognition model that requires a company to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled to receive in exchange for those goods or services. This ASU sets forth a new five-step revenue recognition model which replaces the prior revenue recognition guidance in its entirety and is intended to eliminate numerous industry-specific pieces of revenue recognition guidance that have historically existed. On July 9, 2015, the FASB deferred the effective date of the new revenue recognition standard by one year. This ASU, as issued, is effective for annual reporting periods beginning after December 15, 2017 and interim reporting periods within that reporting period. The Company currently plans to adopt this ASU on January 1, 2018. Companies may use either a full retrospective or a modified retrospective approach to adopt this ASU. The Company is currently evaluating the impact of ASU 2014-09 on the Company's consolidated results of operations and financial position.

In April 2015, the FASB issued ASU 2015-03, "*Simplifying the Presentation of Debt Issuance Costs*" (ASU 2015-03). ASU 2015-03 requires debt issuance costs related to a recognized debt liability to be presented in the balance sheet as a direct deduction from the carrying amount of the related debt liability instead of being presented as an asset. Debt disclosures will include the face amount of the debt liability and the effective interest rate. ASU 2015-03 is effective for fiscal years beginning after December 15,

2015. ASU 2015-03 requires retrospective application. Early adoption is permitted. The Company is currently evaluating the impact of ASU 2015-03 on the Company's consolidated financial position.

In April 2015, the FASB issued ASU 2015-05, "*Customer's Accounting for Fees Paid in a Cloud Computing Arrangement*" (ASU 2015-05). ASU 2015-05 provides guidance to customers about whether a cloud computing arrangement includes a software license. If a cloud computing arrangement includes a software license, then the customer should account for the software license element of the arrangement consistent with the acquisition of other software licenses. If a cloud computing arrangement does not include a software license, the customer should account for the arrangement as a service contract. The guidance will not change GAAP for a customer's accounting for service contracts. In addition, all software licenses within the scope of Subtopic 350-40 will be accounted for consistent with other licenses of intangible assets as a result of the guidance in ASU 2015-05. ASU 2015-05 is effective for annual periods beginning after December 15, 2015 and interim periods in annual periods beginning after December 15, 2016, with early adoption permitted. Companies may use either a full retrospective approach or a prospective approach entered into or materially modified after the effective date to adopt this ASU. The Company is currently evaluating the impact of ASU 2015-05 on the Company's consolidated results of operations and financial position.

In July 2015, the FASB issued ASU 2015-11, "*Simplifying the Measurement of Inventory"* (ASU 2015-11). ASU 2015-11 states that an entity should measure inventory at the lower of cost and net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. For public entities, ASU 2015-11 is effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. The amendments in this update should be applied prospectively and early application is permitted. The Company is currently evaluating the impact of ASU 2015-05 on the Company's consolidated results of operations and financial position.

NOTE 3. DISCONTINUED OPERATIONS

American Medical Systems

On February 24, 2015, the Board of Directors approved a plan to sell the Company's American Medical Systems Holdings, Inc. (AMS) business, which comprises the entirety of our Devices segment. Subsequently, the Company entered into a definitive agreement to sell the Men's Health and Prostate Health components of the AMS business to Boston Scientific Corporation (Boston Scientific) for up to $1.65 billion, with $1.60 billion in upfront cash. The Company is also eligible to receive a potential milestone payment of $50.0 million in cash conditioned on Boston Scientific achieving certain product revenue milestones in the Men's Health and Prostate Health components in 2016. In addition, Boston Scientific agreed to pay $60.0 million in exchange for 60,000 shares of Series B Non-Voting Preferred Stock issued by American Medical Systems Holdings, Inc. The preferred stock entitles the holder to dividends payable quarterly at an initial annual rate of 7.25%, which will increase by 0.25% each year on January 1, from 2018 until the rate equals 11.50%. While the preferred stock remains outstanding, American Medical Systems Holdings, Inc. will be subject to certain affirmative and negative covenants, including an obligation to maintain assets in excess of the liquidation preference of the preferred stock, and restrictions on the sale of assets and the incurrence of certain indebtedness. The preferred stock matures and becomes mandatorily redeemable in 2035.

The transaction with Boston Scientific closed on August 3, 2015. In addition, the Company is currently pursuing a sale of the Women's Health component of the AMS business.

The majority of the assets and liabilities of the AMS business, previously known as the Devices segment, are classified as held for sale in the Condensed Consolidated Balance Sheets. Certain of AMS's assets and liabilities, primarily with respect to its product liability accrual for all known pending and estimated future claims related to vaginal mesh cases, the related Qualified Settlement Funds and certain intangible and fixed assets, are not classified as held for sale based on management's current expectation that these assets and liabilities will remain with the Company subsequent to sale. Depreciation and amortization expense are not recorded on assets held for sale. The operating results of this business are reported as Discontinued operations, net of tax in the Condensed Consolidated Statements of Operations for all periods presented.

In connection with classifying AMS as held-for-sale, the Company was required to compare the estimated fair values of the underlying disposal groups, less the costs to sell, to the respective carrying amounts. As a result of this analysis, the Company recorded a combined asset impairment charge of $222.8 million during the three months ended March 31, 2015, which was classified as Discontinued operations, net of tax in the Condensed Consolidated Statements of Operations. We estimated the fair value of the Men's Health and Prostate Health division based on the agreed upon purchase price with Boston Scientific. The fair value of the Women's Health component was estimated based on expressions of interest from third parties. In addition, as a result of determining that the sale of the AMS disposal groups was probable, the Company re-assessed its permanent reinvestment assertion for certain components of the AMS business and recognized a corresponding tax expense of $0.5 million during the three months and a $159.2 million tax benefit during six months ended June 30, 2015, respectively, which was recorded as Income tax (benefit) expense (a component of (loss) income from continuing operations) in the Condensed Consolidated Statements of Operations. In connection with

the closing of the sale to Boston Scientific, it is expected there will be further tax benefits which will be recorded during the three months ended September 30, 2015.

The following table provides the operating results of the Discontinued operations of AMS, net of tax for the three and six months ended June 30 (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Revenue	$ 119,940	$ 125,836	$ 238,605	$ 249,603
Litigation related and other contingencies, net	$ 268,552	$ 32,000	$ 273,752	$ 658,151
Asset impairment charges	—	—	222,753	—
Loss from discontinued operations before income taxes	(257,642)	(6,235)	(487,500)	(625,655)
Income tax (benefit) expense	(98,010)	10,786	(101,658)	(217,338)
Discontinued operations, net of tax	$ (159,632)	$ (17,021)	$ (385,842)	$ (408,317)

The following table provides the components of Assets and Liabilities held for sale of AMS as of June 30, 2015 and December 31, 2014 (in thousands):

	June 30, 2015	December 31, 2014
Current assets	$ 160,551	$ 165,075
Property, plant and equipment	41,954	41,122
Goodwill	636,583	862,960
Other intangibles, net	849,475	861,174
Other assets	7,496	7,533
Assets held for sale	$ 1,696,059	$ 1,937,864
Current liabilities	$ 57,617	$ 53,143
Deferred taxes	43,679	46,538
Other liabilities	3,698	3,657
Liabilities held for sale	$ 104,994	$ 103,338

The following table provides the Depreciation and amortization and Purchases of property, plant and equipment of AMS for the six months ended June 30 (in thousands):

	Six Months Ended June 30,	
	2015	2014
Cash flows from discontinued operating activities:		
Net loss	$ (385,842)	$ (408,317)
Depreciation and amortization	11,555	35,565
Cash flows from discontinued investing activities:		
Purchases of property, plant and equipment	$ (2,182)	$ (2,460)

HealthTronics

On December 28, 2013, the EHSI Board approved a plan to sell the HealthTronics business and the Company entered into a definitive agreement to sell the business on January 9, 2014 to Altaris Capital Partners LLC for an upfront cash payment of $85.0 million, subject to cash and other working capital adjustments. During the three months ended March 31, 2015, we received additional cash payments of $4.7 million from the purchaser of HealthTronics. In addition, as of June 30, 2015, EHSI has rights to additional cash payments of up to $30.0 million based on the operating performance of HealthTronics through December 31, 2015, for total potential consideration of up to $119.7 million. Additional cash payments, if any, will be recorded when earned. The sale was completed on February 3, 2014.

In 2014, the Company recorded a net gain of $3.6 million, representing the carrying amount of the assets sold less the amount of the net proceeds, including the $4.7 million described above, which the Company became entitled to receive during the fourth quarter of 2014.

Until it was sold on February 3, 2014, the assets of this business, previously known as the HealthTronics segment, and related liabilities were classified as held for sale in the Condensed Consolidated Balance Sheets. Depreciation and amortization expense were not recorded on assets held for sale. The operating results of this business are reported as Discontinued operations, net of tax, in the Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2014.

The following table provides the operating results of Discontinued operations of HealthTronics, net of tax for the three and six months ended June 30, 2014 (in thousands):

	Three Months Ended June 30,	Six Months Ended June 30,
	2014	2014
Revenue	$ —	$ 14,442
Income from discontinued operations before income taxes	$ (2,677)	$ 1,721
Income tax expense (benefit)	491	(530)
Discontinued operations, net of tax	$ (3,168)	$ 2,251

There were no Assets or Liabilities held for sale relating to HealthTronics included in the Condensed Consolidated Balance Sheets as of June 30, 2015 and December 31, 2014.

NOTE 4. RESTRUCTURING

Auxilium Restructuring

In connection with the acquisition of Auxilium on January 29, 2015, the Company implemented cost-rationalization and integration initiatives to capture operating synergies and generate cost savings across the Company. These measures included realigning our sales, sales support, and management activities and staffing, which included severance benefits to former Auxilium employees, in addition to the closing of duplicative facilities. The cost reduction initiatives included a reduction in headcount of approximately 40% of the former Auxilium workforce. For former Auxilium employees that have agreed to continue employment with the Company for a merger transition period, the severance payable upon completion of their retention period is being expensed over their respective retention period.

As a result of the Auxilium restructuring initiative, the Company incurred restructuring expenses of $4.4 million and $45.2 million during the three and six months ended June 30, 2015, respectively, consisting of $4.4 million and $30.3 million of employee severance, retention and other benefit-related costs during the three and six months ended June 30, 2015, respectively. The expenses were also attributable to certain charges related to our Auxilium subsidiary's former corporate headquarters in Chesterbrook, Pennsylvania, including $7.0 million of asset impairment charges on certain related leasehold improvements during the first quarter of 2015, and $7.9 million recorded upon the facility's cease use date, representing the liability for our remaining obligations under the respective lease agreement, net of estimated sublease income, during the first quarter of 2015. There were no additional asset impairment charges and no additional expenses relating to the facility's cease use date recorded during the three months ended June 30, 2015. The Company anticipates there will be additional pre-tax restructuring expenses of $1.1 million related to employee severance, retention and other benefit-related costs and these actions are expected to be completed by December 31, 2015, with substantially all cash payments made by the end of 2016. These restructuring costs are allocated to the U.S. Branded Pharmaceuticals segment, and are primarily included in Selling, general and administrative in the Condensed Consolidated Statements of Operations.

A summary of expenses related to the Auxilium restructuring initiatives is included below for the three and six months ended June 30, 2015 (in thousands):

	Three Months Ended June 30,	Six Months Ended June 30,
	2015	2015
Employee Severance, Retention and Other Benefit-Related Costs	$ 4,365	$ 30,330
Asset Impairment Charges	—	7,000
Other Restructuring Costs	—	7,860
Total	$ 4,365	$ 45,190

The liability related to the Auxilium restructuring initiative totaled $24.5 million at June 30, 2015. At June 30, 2015, this liability is included in Accrued expenses in the Condensed Consolidated Balance Sheets. Changes to this accrual during the six months ended June 30, 2015 were as follows (in thousands):

	Employee Severance, Retention and Other Benefit-Related Costs	Other Restructuring Costs	Total
Liability balance as of January 1, 2015	$ —	$ —	$ —
Expenses	30,330	7,860	38,190
Cash payments	(13,352)	(348)	(13,700)
Liability balance as of June 30, 2015	$ 16,978	$ 7,512	$ 24,490

Other Restructuring Initiatives

The Company and certain of its subsidiaries have recently undertaken certain other restructuring initiatives that were individually not material to the Company's Condensed Consolidated Financial Statements for any of the periods presented. These charges, which primarily related to employee severance, retention and other benefit-related costs, are included in the following lines in the Condensed Consolidated Statements of Operations (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Selling, general and administrative	2,305	5,688	11,841	8,121
Discontinued operations, net of tax	11,692	85	18,141	2,138
Total Other Restructuring	$ 13,997	$ 5,773	$ 29,982	$ 10,259

The liability related to these initiatives totaled $28.8 million and $17.0 million at June 30, 2015 and December 31, 2014, respectively. This liability is included in Accrued expenses in the Condensed Consolidated Balance Sheets. The change in the liability relates to recognition of the expenses mentioned in the preceding paragraph, partially offset by cash payments made during 2015.

NOTE 5. ACQUISITIONS

For each of the acquisitions described below, except for Boca, Paladin and Sumavel® DosePro® (Sumavel®), the estimated fair values of the net assets acquired below are provisional as of June 30, 2015 and are based on information that is currently available to the Company. Additional information is being gathered to finalize these provisional measurements. Accordingly, the measurement of the assets acquired and liabilities assumed may change upon finalization of the Company's valuations and completion of the purchase price allocations, all of which are expected to occur no later than one year from the respective acquisition dates. Our measurement period adjustments were complete for Boca, Paladin and Sumavel as of February 3, 2015, February 28, 2015 and May 19, 2015, respectively.

Paladin Labs Inc. Acquisition

On February 28, 2014 (the Paladin Acquisition Date), EHSI acquired all of the shares of Paladin and a subsidiary of ours merged with and into EHSI, with EHSI surviving the merger. As a result of these transactions, the former shareholders of EHSI and Paladin became the shareholders of Endo International plc, a public limited company organized under the laws of Ireland, and both EHSI and Paladin became our indirect wholly-owned subsidiaries.

Under the terms of the transaction, former Paladin shareholders received 1.6331 shares of Endo International plc stock, or 35.5 million shares, and C$1.16 in cash, for total consideration of $2.87 billion as of February 28, 2014. On the Paladin Acquisition Date, each then current EHSI shareholder received one ordinary share of Endo International plc for each share of EHSI common stock owned upon closing. Immediately following the closing of the transaction, former EHSI shareholders owned approximately 79% of Endo International plc, and former Paladin shareholders owned approximately 21%.

The acquisition consideration was as follows (in thousands, except for per share amounts):

Number of Paladin shares paid through the delivery of Endo International ordinary shares	20,765	
Exchange ratio	1.6331	
Number of ordinary shares of Endo International—as exchanged*	33,912	
Endo International ordinary share price on February 28, 2014	$ 80.00	
Fair value of ordinary shares of Endo International issued to Paladin Shareholders*		$ 2,712,956
Number of Paladin shares paid in cash	20,765	
Per share cash consideration for Paladin shares (1)	$ 1.09	
Cash distribution to Paladin shareholders*		22,647
Fair value of the vested portion of Paladin stock options outstanding—1.3 million at February 28, 2014 (2)		131,323
Total acquisition consideration		$ 2,866,926

* Amounts do not recalculate due to rounding.

(1) Represents the cash consideration per the arrangement agreement of C$1.16 per Paladin share translated into U.S. dollars utilizing an exchange rate of $0.9402.

(2) Represents the fair value of vested Paladin stock option awards attributed to pre-combination services that were outstanding on the Paladin Acquisition Date and settled on a cash-less exercise basis for Endo International plc shares.

Paladin is a specialty pharmaceutical company headquartered in Montreal, Canada, focused on acquiring and in-licensing innovative pharmaceutical products for the Canadian and world markets. Paladin's key products serve growing therapeutic areas including attention deficit hyperactivity disorder (ADHD), pain, and urology. In addition to its Canadian operations, as of the Paladin Acquisition date, Paladin owned a controlling interest in Laboratorios Paladin de Mexico S.A. in Mexico and in publicly traded Litha Healthcare Group Limited (Litha) in South Africa.

The operating results of Paladin are included in the accompanying Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2015 and the operating results from the acquisition date of February 28, 2014 are included in the accompanying Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2014. The Condensed Consolidated Balance Sheets as of June 30, 2015 and December 31, 2014 reflect the acquisition of Paladin, effective February 28, 2014.

Our measurement period adjustments for Paladin were complete as of February 28, 2015. In connection with the finalization of our measurement period adjustments for Paladin, we recorded a decrease to certain deferred tax assets of $1.4 million, with a corresponding increase to goodwill. Other than these adjustments, there have been no changes to the fair values of the assets acquired and liabilities assumed at the Paladin Acquisition Date from what was disclosed in our Annual Report on Form 10-K for the year ended December 31, 2014, filed with the Securities and Exchange Commission on March 2, 2015. Goodwill arising from the Paladin acquisition has been assigned to multiple reporting units across each of the Company's reportable segments based on the relative incremental benefit expected to be realized by each impacted reporting unit.

The Company recognized acquisition-related transaction costs associated with the Paladin acquisition during the six months ended June 30, 2014 totaling $33.4 million. These costs, which related primarily to bank fees, legal and accounting services, and fees for other professional services, are included in Acquisition-related and integration items in the accompanying Condensed Consolidated Statements of Operations. There were no acquisition-related transaction costs associated with the Paladin acquisition during the six months ended June 30, 2015.

The amounts of Paladin Revenue and Net income attributable to Endo International plc included in the Company's Condensed Consolidated Statements of Operations from and including February 28, 2014 to June 30, 2014 are as follows (in thousands, except per share data):

Revenue	$	96,910
Net income attributable to Endo International plc	$	671
Basic and diluted net income per share	$	—

The following supplemental unaudited pro forma information presents the financial results as if the acquisition of Paladin had occurred on January 1, 2014 for the six months ended June 30, 2014. This supplemental pro forma information has been prepared for comparative purposes and does not purport to be indicative of what would have occurred had the acquisition been made on January 1, 2014, nor are they indicative of any future results.

		Six Months Ended June 30, 2014
Unaudited pro forma consolidated results (in thousands, except per share data):		
Revenue	$	1,106,690
Net loss attributable to Endo International plc	$	(426,578)
Basic and diluted net loss per share	$	(3.04)

These amounts have been calculated after applying the Company's accounting policies and adjusting the results of Paladin to reflect factually supportable adjustments that give effect to events that are directly attributable to the Paladin acquisition assuming the Paladin acquisition had occurred January 1, 2014. These adjustments mainly include adjustments to additional intangible amortization. The adjustments to additional intangible amortization, net of tax, that would have been charged assuming the Company's estimated fair value of the intangible assets, increased the expense by $2.8 million for the six months ended June 30, 2014.

Acquisition of Remaining Shares of Litha

In February 2015, Paladin acquired substantially all of Litha's remaining outstanding ordinary share capital that it did not own for consideration of approximately $40 million. At December 31, 2014, our Paladin subsidiary owned 70.3% of the issued ordinary share capital of Litha. In connection with this transaction, Paladin had deposited cash into an escrow account, primarily for the purpose of guaranteeing amounts required to be paid to Litha's security holders in connection with this acquisition. The balance in this account at December 31, 2014 of approximately $40 million was included in Restricted cash and cash equivalents in the Condensed Consolidated Balance Sheets and was subsequently paid in February 2015. Refer to Note 14. Shareholders' Equity for further information.

Boca Pharmacal LLC Acquisition

On February 3, 2014, the Company acquired Boca Pharmacal LLC (Boca) for $236.6 million in cash. Boca is a specialty generics company that focuses on niche areas, commercializing and developing products in categories that include controlled substances, semisolids and solutions.

The fair values of the net identifiable assets acquired totaled $212.3 million, resulting in goodwill of $24.3 million, which was assigned to our U.S. Generic Pharmaceuticals segment. The amount of net identifiable assets acquired in connection with the Boca acquisition includes $140.9 million of identifiable intangible assets, including $112.3 million of developed technology to be amortized over an average life of approximately 11 years and $28.6 million of IPR&D.

The operating results of Boca are included in the accompanying Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2015 and the operating results from the acquisition date of February 3, 2014 are included in the accompanying Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2014. The Condensed Consolidated Balance Sheets as of June 30, 2015 and December 31, 2014 reflect the acquisition of Boca, effective February 3, 2014. Our measurement period adjustments were complete for Boca as of February 3, 2015.

Pro forma results of operations have not been presented because the effect of the Boca acquisition was not material.

Sumavel® DosePro®

On May 19, 2014, the Company's Endo Pharmaceuticals Inc. (EPI) subsidiary acquired the worldwide rights to Sumavel® DosePro® for subcutaneous use, a needle-free delivery system for sumatriptan, from Zogenix, Inc. The Company is accounting for this transaction as a business combination in accordance with the relevant accounting literature.

EPI acquired the product for consideration of $93.8 million, consisting of an upfront payment of $89.7 million and contingent cash consideration with an acquisition-date fair value of $4.1 million. See Note 7. Fair Value Measurements for further discussion of this contingent consideration. In addition, the Company provided Zogenix, Inc. with a $7.0 million non-interest bearing loan due 2023 for working capital needs and it assumed an existing third-party royalty obligation on net sales. Sumavel® is a prescription medicine given with a needle-free delivery system to treat adults who have been diagnosed with acute migraine or cluster headaches.

The preliminary fair values of the net identifiable assets acquired totaled $93.8 million, resulting in no goodwill. The amount of net identifiable assets acquired in connection with the Sumavel® acquisition includes $90.0 million of identifiable developed technology intangible assets to be amortized over an average life of approximately 13 years.

The operating results of Sumavel® are included in the accompanying Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2015 and the operating results from the acquisition date of May 19, 2014 are included in the accompanying Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2014. The Condensed Consolidated Balance Sheets as of June 30, 2015 and December 31, 2014 reflect the acquisition of Sumavel®, effective May 19, 2014. Our measurement period adjustments were complete for Sumavel as of May 19, 2015.

Pro forma results of operations have not been presented because the effect of the Sumavel® acquisition was not material.

Grupo Farmacéutico Somar Acquisition

On July 24, 2014, the Company, together with its Endo Netherlands B.V. subsidiary (Endo Dutch B.V.), acquired the representative shares of the capital stock of Grupo Farmacéutico Somar, Sociedad Anónima Promotora de Inversión de Capital Variable (Somar), a leading privately-owned specialty pharmaceuticals company based in Mexico City, for $270.1 million in cash consideration, subject to a customary post-closing net working capital adjustment.

The preliminary fair values of the net identifiable assets acquired totaled $184.4 million, resulting in goodwill of $85.7 million, which was assigned to our International Pharmaceuticals segment. The amount of net identifiable assets acquired in connection with the Somar acquisition includes $167.9 million of identifiable intangible assets, including $148.3 million to be amortized over an average life of approximately 12 years and $19.6 million of IPR&D.

The operating results of Somar are included in the accompanying Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2015. There are no results included in the accompanying Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2014. The Condensed Consolidated Balance Sheets as of June 30, 2015 and December 31, 2014 reflect the acquisition of Somar, effective July 24, 2014.

Pro forma results of operations have not been presented because the effect of the Somar acquisition was not material.

DAVA Pharmaceuticals, Inc. Acquisition

On August 6, 2014 (the DAVA Acquisition Date), the Company's Generics International (US), Inc. subsidiary acquired DAVA Pharmaceuticals, Inc. (DAVA), a privately-held company specializing in marketed, pre-launch and pipeline generic pharmaceuticals based in Fort Lee, New Jersey, for consideration of $595.3 million. The consideration consisted of cash consideration of $590.2 million, subject to a customary post-closing net working capital adjustment, and contingent cash consideration with an acquisition-date fair value of $5.1 million. See Note 7. Fair Value Measurements for further discussion of this contingent consideration. DAVA's strategically-focused generics portfolio includes thirteen on-market products in a variety of therapeutic categories.

The operating results of DAVA are included in the accompanying Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2015. There are no results included in the accompanying Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2014. The Condensed Consolidated Balance Sheets as of June 30, 2015 and December 31, 2014 reflect the acquisition of DAVA, effective August 6, 2014.

As of June 30, 2015, there have been no changes to the preliminary fair values of the assets acquired and liabilities assumed at the DAVA Acquisition Date from what was disclosed in our Annual Report on Form 10-K for the year ended December 31, 2014, filed with the Securities and Exchange Commission on March 2, 2015.

Pro forma results of operations have not been presented because the effect of the DAVA acquisition was not material.

Natesto™

On December 9, 2014, the Company's EPI subsidiary acquired the rights to Natesto™ (testosterone nasal gel), the first and only testosterone nasal gel for replacement therapy in adult males diagnosed with hypogonadism, from Trimel BioPharma SRL, a wholly-owned subsidiary of Trimel Pharmaceuticals Corporation. EPI will collaborate with Trimel on all regulatory and clinical development activities regarding Natesto™. The Company is accounting for this transaction as a business combination in accordance with the relevant accounting literature. Natesto™ was approved by the U.S. Food and Drug Administration (FDA) in May 2014. On March 16, 2015, Endo announced the commercial availability of Natesto™.

EPI acquired the product for consideration of $56.7 million, consisting of an upfront payment of $25.0 million, prepaid inventory of $5.0 million and contingent cash consideration with an acquisition-date fair value of $26.7 million, including the impact of a measurement period adjustment recorded during the first quarter of 2015. See Note 7. Fair Value Measurements for further discussion of this contingent consideration.

The preliminary fair values of the net identifiable assets acquired totaled $56.7 million, resulting in no goodwill. The amount of net identifiable assets acquired in connection with the Natesto™ acquisition includes $51.7 million of developed technology to be amortized over 10 years.

The operating results of Natesto™ are included in the accompanying Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2015. There are no results included in the accompanying Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2014. The Condensed Consolidated Balance Sheets as of June 30, 2015 and December 31, 2014 reflect the acquisition of Natesto™, effective December 9, 2014.

Pro forma results of operations have not been presented because the effect of the Natesto™ acquisition was not material.

Auxilium Pharmaceuticals, Inc.

On January 29, 2015 (the Auxilium Acquisition Date), the Company's Endo U.S., Inc. subsidiary acquired all of the outstanding shares of common stock (the Merger Agreement) of Auxilium Pharmaceuticals, Inc. (Auxilium) in a transaction valued at $2.6 billion, as enumerated in the table below.

Pursuant to the terms of the Merger Agreement, of the 55.0 million outstanding Auxilium shares eligible to make an election, 94.9% elected to receive transaction consideration equal to 0.4880 Endo shares per Auxilium share (the Stock Election Consideration), 0.4% elected to receive 100% cash, which equated to $33.25 of cash per Auxilium share (the Cash Election Consideration) and 4.7% elected or defaulted to receive a mix of $16.625 in cash and 0.2440 Endo shares per Auxilium share (the Standard Election Consideration). The result of the elections led to an oversubscription of the Stock Election Consideration and, in accordance with the proration method described in the Merger Agreement and proxy statement/prospectus provided to Auxilium shareholders, each Auxilium share for which an election was made to receive the Stock Election Consideration was instead entitled to receive approximately 0.3448 Endo shares and $9.75 in cash.

The acquisition consideration was as follows (in thousands, except for per share amounts):

Number of Endo ordinary shares issued pursuant to the Merger Agreement		18,610		
Endo share price on January 29, 2015	$	81.64		
Fair value of Endo ordinary shares issued to Auxilium stockholders			$	1,519,320
Cash distribution at closing (1)				1,021,864
Settlement of pre-existing relationships				28,400
Total acquisition consideration			$	2,569,584

(1) Represents the cash paid directly to shareholders pursuant to the Merger Agreement, the fair value of Auxilium stock awards attributed to pre-combination services that were outstanding on the Auxilium Acquisition Date and settled in connection with the Auxilium acquisition, and amounts paid by Endo on behalf of Auxilium (including transactions costs incurred by Auxilium in connection with the acquisition and amounts paid to settle existing Auxilium indebtedness and related instruments).

Auxilium is a fully integrated specialty biopharmaceutical company with a focus on developing and commercializing innovative products for specific patients' needs. Auxilium, with a broad range of first- and second-line products across multiple indications, is an emerging leader in the men's healthcare sector and has strategically focused its product portfolio and pipeline in orthopedics, dermatology and other therapeutic areas.

The Company believes Auxilium is highly complementary to Endo's branded pharmaceuticals business. The Company further believes this transaction is well aligned with its growth strategy and the Company sees significant opportunities to leverage

its leading presence in men's health, as well as the Company's R&D capabilities and financial resources to accelerate the growth of Auxilium's XIAFLEX® and its other products.

While the Auxilium acquisition was primarily equity based, Endo also made changes to its existing debt structure to complete the transaction, as further described in Note 11. Debt.

The operating results from the acquisition date of January 29, 2015 are included in the accompanying Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2015. The Condensed Consolidated Balance Sheet as of June 30, 2015 reflects the acquisition of Auxilium, effective January 29, 2015.

The following table summarizes the fair values of the assets acquired and liabilities assumed at the Auxilium Acquisition Date (in thousands):

	January 29, 2015 (As initially reported)	Measurement period adjustments	January 29, 2015 (As adjusted)
Cash and cash equivalents	$ 115,973	$ —	$ 115,973
Accounts receivable	75,849	—	75,849
Inventories	341,900	(38,400)	303,500
Prepaid expenses and other current assets	6,687	—	6,687
Property, plant and equipment	31,500	—	31,500
Intangible assets	2,838,000	7,500	2,845,500
Other assets	9,285	(999)	8,286
Total identifiable assets	$ 3,419,194	$ (31,899)	$ 3,387,295
Accounts payable and accrued expenses	$ 120,553	$ 12,391	$ 132,944
Deferred income taxes	164,379	(26,598)	137,781
Convertible debt, including equity component (1)	571,132	—	571,132
Other liabilities	171,400	(4,320)	167,080
Total liabilities assumed	$ 1,027,464	$ (18,527)	$ 1,008,937
Net identifiable assets acquired	$ 2,391,730	$ (13,372)	$ 2,378,358
Goodwill	177,854	13,372	191,226
Net assets acquired	$ 2,569,584	$ —	$ 2,569,584

(1) As further described in Note 11. Debt, this amount consists of $293.1 million and $278.0 million, representing the debt and equity components of the Auxilium convertible notes, respectively.

The estimated fair value of the Auxilium assets acquired and liabilities assumed are provisional as of June 30, 2015 and are based on information that is currently available to the Company. Additional information is being gathered to finalize these provisional measurements, particularly with respect to property, plant and equipment, intangible assets, inventory, accrued expenses, contingent liabilities, deferred income taxes and income taxes payable. Accordingly, the measurement of the Auxilium assets acquired and liabilities assumed may change significantly upon finalization of the Company's valuations and completion of the purchase price allocation, both of which are expected to occur no later than one year from the acquisition date.

The valuation of the intangible assets acquired and related amortization periods are as follows:

	Valuation (in millions)	Amortization period (in years)
Developed Technology:		
XIAFLEX®	$ 1,501.1	12
TESTOPEL®	584.3	15
Urology Retail	311.0	13
Other	128.7	15
Total	$ 2,525.1	
In Process Research & Development (IPR&D):		
XIAFLEX®—Cellulite	$ 320.4	n/a
Total	$ 320.4	n/a
Total other intangible assets	$ 2,845.5	n/a

The preliminary fair values of the developed technology and IPR&D assets were estimated using a discounted present value income approach. Under this method, an intangible asset's fair value is equal to the present value of the incremental after-tax cash flows (excess earnings) attributable solely to the intangible asset over its remaining useful life. To calculate fair value, the Company used cash flows discounted at rates ranging from 9% to 11%, which were considered appropriate given the inherent risks associated with each type of asset. The Company believes that the level and timing of cash flows appropriately reflect market participant assumptions.

The goodwill recognized is attributable primarily to strategic and synergistic opportunities related to existing pharmaceutical businesses, the assembled workforce of Auxilium and other factors. The goodwill is not expected to be deductible for income tax purposes.

Deferred tax assets and liabilities are related primarily to the difference between the book basis and tax basis of identifiable intangible assets and inventory step-up.

The Company recognized acquisition-related transaction costs associated with the Auxilium acquisition during the six months ended June 30, 2015 totaling $23.1 million. These costs, which related primarily to bank fees, legal and accounting services, and fees for other professional services, are included in Acquisition-related and integration items in the accompanying Condensed Consolidated Statements of Operations.

The amounts of Auxilium Revenue and Net income attributable to Endo International plc included in the Company's Condensed Consolidated Statements of Operations from and including January 29, 2015 to June 30, 2015 are as follows (in thousands, except per share data):

Revenue	$ 155,367
Net loss attributable to Endo International plc	$ (110,838)
Basic net loss per share	$ (0.62)
Diluted net loss per share	$ (0.61)

The following supplemental unaudited pro forma information presents the financial results as if the acquisition of Auxilium had occurred on January 1, 2014 for the six months ended June 30, 2015 and for the three and six months ended June 30, 2014. This supplemental pro forma information has been prepared for comparative purposes and does not purport to be indicative of what would have occurred had the acquisition been made on January 1, 2014, nor are they indicative of any future results.

	Six Months Ended June 30, 2015	Three Months Ended June 30, 2014	Six Months Ended June 30, 2014
Unaudited pro forma consolidated results (in thousands, except per share data):			
Revenue	$ 1,472,869	$ 675,866	$ 1,235,227
Net loss attributable to Endo International plc	$ (333,583)	$ (42,256)	$ (562,638)
Basic net loss per share	$ (1.88)	$ (0.28)	$ (4.01)
Diluted net loss per share	$ (1.82)	$ (0.28)	$ (4.01)

These amounts have been calculated after applying the Company's accounting policies and adjusting the results of Auxilium to reflect factually supportable adjustments that give effect to events that are directly attributable to the Auxilium acquisition assuming the Auxilium acquisition had occurred January 1, 2014. These adjustments mainly include adjustments to interest expense and additional intangible amortization. The adjustments to interest expense, net of tax, related to borrowings to finance the acquisition increased the expense by $5.5 million for the three months ended June 30, 2014, and increased the expense by $1.1 million and $11.4 million for the six months ended June 30, 2015 and June 30, 2014, respectively. In addition, the adjustments include additional intangible amortization, net of tax, that would have been charged assuming the Company's estimated fair value of the intangible assets, increased the expense by $21.4 million for the three months ended June 30, 2014. An adjustment to the amortization expense for the six months ended June 30, 2015 and June 30, 2014 increased the expense by $8.8 million and $43.0 million, respectively.

Authorized Generic of Potassium Chloride Oral Solution

On March 19, 2015, our Endo Global Ventures (EGV) subsidiary acquired exclusive license rights to the authorized generic of potassium chloride oral solution from Lehigh Valley Technologies, Inc. (LVT). The Company is accounting for this transaction as a business combination in accordance with the relevant accounting literature.

EGV acquired the product for consideration of $47.7 million, consisting of an upfront payment of $6.0 million and contingent cash consideration with an acquisition-date fair value of $41.7 million. See Note 7. Fair Value Measurements for further discussion of this contingent consideration.

The preliminary fair value of the related net identifiable developed technology intangible asset acquired totaled $47.7 million, with no related goodwill. The intangible asset will be amortized over an average life of approximately 10 years. However, commensurate with our current expectations with respect to the amount and timing of projected cash flows resulting from this acquisition, we expect to record the majority of the related amortization within the first 18 months after product launch.

Pro forma results of operations have not been presented because the effect of this acquisition was not material.

The operating results of the acquired authorized generic of potassium chloride oral solution are included in the accompanying Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2015 given the launch of this product in April 2015. There are no results included in the accompanying Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2014. The Condensed Consolidated Balance Sheet as of June 30, 2015 reflects the acquisition of the authorized generic of potassium chloride oral solution, effective March 19, 2015.

Pending Acquisitions

Aspen Holdings

In May 2015, Litha Pharma (Pty) Limited, a subsidiary of the Company, entered into an agreement to acquire a broad portfolio of branded and generic injectable and established products focused on pain, anti-infectives, cardiovascular and other specialty therapeutics areas from a subsidiary of Aspen Holdings, a leading publicly-traded South African company that supplies branded and generic products in more than 150 countries, and from GlaxoSmithKline plc (GSK). The transaction is expected to expand Endo's presence in South Africa. Under the terms of the agreement, the subsidiary of Aspen Holdings and GSK will receive a one-time payment of approximately $150 million subject to usual and customary closing adjustments. The transaction is expected to close in the second half of 2015.

Acquisition of Par Pharmaceutical Holdings, Inc.

In May 2015, the Company entered into a definitive agreement with Par Pharmaceutical Holdings, Inc. (Par) pursuant to which the Company shall acquire privately-held Par from TPG Capital in a transaction initially valued at $8.05 billion, including assumption of Par debt. The purchase price consists of 18.0 million shares ($1.55 billion of value based on the 10-day volume weighted average share price of Endo ending on May 15, 2015) of Endo equity and $6.50 billion cash consideration to Par shareholders, subject to certain adjustments. The transaction is expected to close in the second half of 2015.

On June 10, 2015, the Company completed the sale of 27,627,628 ordinary shares for aggregate gross proceeds of $2,300.0 million in order to finance a portion of the pending Par acquisition. The net proceeds of this share issuance, totaling $2,235.1 million are included as a component of Cash and cash equivalents at June 30, 2015.

In July 2015, Endo Designated Activity Company, formerly known as Endo Limited (Endo DAC), Endo Finance LLC and Endo Finco Inc. (collectively, the Issuers) issued $1.64 billion in aggregate principal amount of the 2023 Notes. The Company intends to incur an Incremental Term Loan B Facility in an aggregate principal amount of up to $2,800 million in accordance with the Amended 2014 Credit Facility prior to or substantially simultaneously with the closing of the Par acquisition. In addition, the Company intends to increase its incremental revolving facility capacity in an aggregate principal amount of up to $250.0 million under the Amended 2014 Credit Facility prior to or substantially simultaneously with the closing of the Par acquisition.

The 2023 Notes were issued to, together with the Incremental Term Loan B Facility and cash on hand, (i) fund the purchase price of the Par acquisition, as well as for repayments of indebtedness of Par and certain transaction expenses, (ii) refinance the Company's existing 2014 Term Loan B Facility, and (iii) redeem all $499.9 million aggregate principal amount outstanding of the 7.00% Senior Notes due 2019, which redemption occurred in July 2015. The Company intends to use any remaining proceeds for general corporate purposes, including acquisitions and debt repayments.

Par is a specialty pharmaceutical company that develops, manufactures and markets safe, innovative and cost-effective pharmaceuticals that help improve patient quality of life. Par Pharmaceutical offers a line of high-barrier-to-entry generic drugs, while Par Specialty Pharmaceuticals provides niche, innovative brands. Par Sterile Products develops, manufactures and markets both branded and generic aseptic injectable pharmaceuticals. As a result, we believe its business is highly complementary to Endo's generic pharmaceuticals business. The Company further believes this transaction provides attractive long-term pipeline opportunities and significant financial synergies. The Company has incurred $9.9 million and $10.0 million of transaction costs during the three and six months ended June 30, 2015, which are included in Acquisition-related and integration items in the accompanying Condensed Consolidated Statements of Operations.

NOTE 6. SEGMENT RESULTS

On February 24, 2015, the Company's Board of Directors approved a plan to sell its AMS business, which comprises the entirety of our former Devices segment. Subsequently, the Company entered into a definitive agreement to sell the Men's Health and Prostate Health components of the AMS business to Boston Scientific Corporation. On August 3, 2015, the Company completed the sale of the Men's Health and Prostate Health components of its AMS business to Boston Scientific Corporation. The assets of this business segment and related liabilities are classified as held for sale in the Condensed Consolidated Balance Sheets for all periods presented. Depreciation and amortization expense are not recorded on assets held for sale. The operating results of this business segment are reported as Discontinued operations, net of tax, in the Condensed Consolidated Statements of Operations for all periods presented. For additional information, see Note 3. Discontinued Operations.

The three remaining reportable business segments in which the Company now operates are: (1) U.S. Branded Pharmaceuticals, (2) U.S. Generic Pharmaceuticals and (3) International Pharmaceuticals. These segments reflect the level at which executive management regularly reviews financial information to assess performance and to make decisions about resources to be allocated. Each segment derives revenue from the sales or licensing of its respective products and is discussed in more detail below.

We evaluate segment performance based on each segment's adjusted income (loss) from continuing operations before income tax, which we define as (loss) income from continuing operations before income tax before certain upfront and milestone payments to partners; acquisition-related and integration items, including transaction costs, earn-out payments or adjustments, changes in the fair value of contingent consideration and bridge financing costs; cost reduction and integration-related initiatives such as separation benefits, retention payments, other exit costs and certain costs associated with integrating an acquired company's operations; excess costs that will be eliminated pursuant to integration plans; asset impairment charges; amortization of intangible assets; inventory step-up recorded as part of our acquisitions; certain non-cash interest expense; litigation-related and other contingent matters; gains or losses from early termination of debt and hedging activities; foreign currency gains or losses on intercompany financing arrangements; and certain other items that the Company believes do not reflect its core operating performance.

Certain of the corporate general and administrative expenses incurred by the Company are not attributable to any specific segment. Accordingly, these costs are not allocated to any of the Company's segments and are included in the results below as

"Corporate unallocated". The Company's consolidated adjusted income from continuing operations before income tax is equal to the combined results of each of its segment less these unallocated corporate costs.

U.S. Branded Pharmaceuticals

Our U.S. Branded Pharmaceuticals segment includes a variety of branded prescription products related to treating and managing pain as well as our urology and men's health, endocrinology and orthopedic products. The marketed products that are included in this segment include Lidoderm®, Opana® ER, Voltaren® Gel, Percocet®, Fortesta® Gel, Supprelin® LA, XIAFLEX®, STENDRA®, Aveed® and Testim®, among others.

U.S. Generic Pharmaceuticals

Our U.S. Generic Pharmaceuticals segment consists of products primarily focused in pain management through a differentiated portfolio of controlled substances and liquids that have one or more barriers to market entry, such as complex formulation, regulatory or legal challenges or difficulty in raw material sourcing. The product offerings of this segment include products in the pain management, urology, CNS disorders, immunosuppression, oncology, women's health and hypertension markets, among others. Additionally, in May 2014, we launched an authorized generic lidocaine patch 5% (referred to as Lidoderm® authorized generic).

International Pharmaceuticals

Our International Pharmaceuticals segment includes a variety of specialty pharmaceutical products and certain medical devices for the Canadian, Mexican, South African and world markets, which we acquired from Paladin and Somar. Paladin's key products serve growing therapeutic areas including ADHD, pain, and urology. Somar develops, manufactures, and markets high-quality generic, branded generic and over-the-counter products across key market segments including dermatology and anti-infectives.

The following represents selected information for the Company's reportable segments for the three and six months ended June 30 (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Net revenues to external customers:				
U.S. Branded Pharmaceuticals	$ 315,913	$ 248,547	$ 600,420	$ 482,712
U.S. Generic Pharmaceuticals	338,326	272,213	695,288	484,068
International Pharmaceuticals (1)	80,927	72,088	153,586	96,910
Total net revenues to external customers	$ 735,166	$ 592,848	$ 1,449,294	$ 1,063,690
Adjusted income (loss) from continuing operations before income tax:				
U.S. Branded Pharmaceuticals	$ 169,575	$ 130,416	$ 328,996	$ 264,833
U.S. Generic Pharmaceuticals	146,089	105,234	$ 329,546	$ 179,031
International Pharmaceuticals	12,797	22,602	$ 21,091	$ 31,897

(1) Revenues generated by our International Pharmaceuticals segment are primarily attributable to Canada, Mexico and South Africa.

There were no material revenues from external customers attributed to an individual foreign country during the three and six months ended June 30, 2015 and 2014. There were no material tangible long-lived assets attributed to an individual foreign country as of June 30, 2015 or December 31, 2014.

The table below provides reconciliations of our segment adjusted income from continuing operations before income tax to our consolidated (loss) income from continuing operations before income tax, which is determined in accordance with U.S. GAAP, for the three and six months ended June 30, 2015 and 2014 (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Total segment adjusted income from continuing operations before income tax:	$ 328,461	$ 258,252	$ 679,633	$ 475,761
Corporate unallocated costs	(109,154)	(70,711)	(212,576)	(149,608)
Upfront and milestone payments to partners	(2,135)	(10,350)	(4,802)	(21,505)
Asset impairment charges	(70,243)	—	(77,243)	—
Acquisition-related and integration items (1)	(44,225)	(19,618)	(78,865)	(64,887)
Separation benefits and other cost reduction initiatives (2)	(5,780)	(11,446)	(47,587)	(9,516)
Excise tax (3)	—	4,700	—	(55,300)
Amortization of intangible assets	(116,987)	(52,761)	(212,256)	(92,431)
Inventory step-up and certain excess manufacturing costs that will be eliminated pursuant to integration plans	(48,948)	(19,144)	(88,864)	(22,725)
Non-cash interest expense related to the 1.75% Convertible Senior Subordinated Notes	(253)	(3,346)	(1,632)	(9,315)
Loss on extinguishment of debt	—	(20,089)	(980)	(29,685)
Certain litigation-related charges, net	(6,875)	(3,954)	(19,875)	(3,954)
Foreign currency impact related to the remeasurement of intercompany debt instruments	(2,792)	—	18,298	—
Costs associated with unused financing commitments	(2,261)	—	(14,071)	—
Acceleration of Auxilium employee equity awards at closing	—	—	(37,603)	—
Charge related to the non-recoverability of certain non-trade receivables	—	(10,000)	—	(10,000)
Net gain on sale of certain early-stage drug discovery and development assets	—	3,850	—	3,850
Other than temporary impairment of equity investment	(18,869)	—	(18,869)	—
Other, net	(3,553)	—	(2,699)	—
Total consolidated (loss) income from continuing operations before income tax	$ (103,614)	$ 45,383	$ (119,991)	$ 10,685

(1) Acquisition-related and integration-items include costs directly associated with the closing of certain acquisitions, changes in the fair value of contingent consideration, costs of integration activities related to both current and prior period acquisitions and excess costs that will be eliminated pursuant to integration plans.

(2) Separation benefits and other cost reduction initiatives include employee separation costs of $4.8 million and $37.2 million during the three and six months ended June 30, 2015, respectively, compared to $4.0 million and $6.8 million during the three and six months ended June 30, 2014, respectively. During the six months ended June 30, 2015, a $7.9 million charge was recorded upon the cease use date of our Auxilium subsidiary's former corporate headquarters, representing the liability for our remaining obligations under the respective lease agreement, net of estimated sublease income. Amounts in the comparable 2014 period primarily consisted of employee separation costs and changes in estimates related to certain cost reduction initiative accruals. These amounts were primarily recorded as Selling, general and administrative expense in our Condensed Consolidated Statements of Operations. See Note 4. Restructuring for discussion of our material restructuring initiatives.

(3) This amount represents charges related to the expense for the reimbursement of directors' and certain employees' excise tax liabilities pursuant to Section 4985 of the Internal Revenue Code, which we had previously estimated to be $60.0 million in the first quarter of 2014.

The following represents additional selected financial information for our reportable segments for the three and six months ended June 30, 2015 and 2014 (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Depreciation expense:				
U.S. Branded Pharmaceuticals	$ 5,325	$ 4,374	$ 10,621	$ 8,411
U.S. Generic Pharmaceuticals	4,744	4,339	9,481	11,908
International Pharmaceuticals	918	350	1,579	491
Corporate unallocated	1,616	2,119	3,688	4,013
Total depreciation expense	$ 12,603	$ 11,182	$ 25,369	$ 24,823

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Amortization expense:				
U.S. Branded Pharmaceuticals	$ 73,957	$ 17,739	$ 128,161	$ 38,462
U.S. Generic Pharmaceuticals	25,418	20,156	50,835	38,770
International Pharmaceuticals	17,612	11,198	33,260	15,198
Total amortization expense	$ 116,987	$ 49,093	$ 212,256	$ 92,430

Interest income and expense are considered corporate items and included in Corporate unallocated. Asset information is not reviewed or included within our internal management reporting. Therefore, the Company has not disclosed asset information for each reportable segment.

NOTE 7. FAIR VALUE MEASUREMENTS

Financial Instruments

The financial instruments recorded in our Condensed Consolidated Balance Sheets include cash and cash equivalents, restricted cash and cash equivalents, accounts receivable, marketable securities, equity and cost method investments, accounts payable and accrued expenses, acquisition-related contingent consideration and debt obligations. Included in cash and cash equivalents and restricted cash and cash equivalents are money market funds representing a type of mutual fund required by law to invest in low-risk securities (for example, U.S. government bonds, U.S. Treasury Bills and commercial paper). Money market funds are structured to maintain the fund's net asset value at $1.00 per unit, which assists in providing adequate liquidity upon demand by the holder. Money market funds pay dividends that generally reflect short-term interest rates. Thus, only the dividend yield fluctuates. Due to their short-term maturity, the carrying amounts of non-restricted and restricted cash and cash equivalents (including money market funds), accounts receivable, accounts payable and accrued expenses approximate their fair values.

Fair value guidance establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. These tiers include:

- Level 1—Quoted prices in active markets for identical assets or liabilities.
- Level 2—Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

Marketable Securities

Equity securities consist of investments in the stock of publicly traded companies, the values of which are based on quoted market prices and thus represent Level 1 measurements within the fair value hierarchy, as defined above. These securities are not held to support current operations and are therefore classified as non-current assets. Equity securities are included in Marketable securities in the Condensed Consolidated Balance Sheets at June 30, 2015 and December 31, 2014.

At the time of purchase, we classify our marketable securities as either available-for-sale securities or trading securities, depending on our intent at that time. Available-for-sale and trading securities are carried at fair value with unrealized holding gains and losses recorded within other comprehensive income or net income, respectively. The Company reviews unrealized losses associated with available-for-sale securities to determine the classification as a "temporary" or "other-than-temporary" impairment. A temporary impairment results in an unrealized loss being recorded in other comprehensive income. An impairment that is viewed as

other-than-temporary is recognized in net income. The Company considers various factors in determining the classification, including the length of time and extent to which the fair value has been less than the Company's cost basis, the financial condition and near-term prospects of the issuer or investee, and the Company's ability to hold the investment for a period of time sufficient to allow for any anticipated recovery in market value.

Loans Receivable

Our loans receivable at June 30, 2015 relate primarily to loans totaling $16.7 million to our joint venture investment owned through our Litha subsidiary. The joint venture investment is further described below. The majority of this amount is secured by certain of the assets of our joint venture. The fair values of these loans were based on anticipated cash flows, which approximate the carrying amount, and were classified in Level 2 measurements in the fair value hierarchy. These loans are included in Other assets in our Condensed Consolidated Balance Sheets.

Equity and Cost Method Investments

As of June 30, 2015, we have various investments that we account for using the equity or cost method of accounting totaling $23.7 million, including a joint venture investment owned through our Litha subsidiary. During the three months ended June 30, 2015, the Company recognized an other than temporary impairment of our Litha joint venture investment totaling $18.9 million, reflecting the excess carrying value of this investment over its estimated fair value. To estimate the fair value of this joint venture investment we relied primarily on a market approach based on the terms of the recently announced divestiture of that investment. With respect to our other equity or cost method investments, which are included in Other Assets in our Condensed Consolidated Balance Sheets at June 30, 2015 and December 31, 2014, the Company did not recognize any other-than-temporary impairments. We considered various factors, including the operating results of our equity method investments and the lack of an unrealized loss position on our cost method investments.

Acquisition-Related Contingent Consideration

Acquisition-related contingent consideration is measured at fair value on a recurring basis using unobservable inputs; hence these instruments represent Level 3 measurements within the fair value hierarchy. See Recurring Fair Value Measurements below for additional information on the fair value methodology used for the acquisition-related contingent consideration.

Voltaren® Gel Royalties due to Novartis

The initial fair value of the Minimum Voltaren® Gel royalties due to Novartis were determined using an income approach (present value technique) taking into consideration the level and timing of expected cash flows and an assumed discount rate. These assumptions are based on significant inputs not observable in the market and thus represent Level 3 measurements within the fair value hierarchy. The liability is currently being accreted up to the expected minimum payments, less payments made to date. We believe the carrying amount of this minimum royalty guarantee at June 30, 2015 and December 31, 2014 represents a reasonable approximation of the price that would be paid to transfer the liability in an orderly transaction between market participants at the measurement date. Accordingly, the carrying value approximates fair value as of June 30, 2015 and December 31, 2014.

Recurring Fair Value Measurements

The Company's financial assets and liabilities measured at fair value on a recurring basis at June 30, 2015 and December 31, 2014 were as follows (in thousands):

	Fair Value Measurements at Reporting Date using:			
June 30, 2015	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Assets:				
Money market funds	$ 1,220,671	$ —	$ —	$ 1,220,671
Equity securities	4,916	—	—	4,916
Total	$ 1,225,587	$ —	$ —	$ 1,225,587
Liabilities:				
Acquisition-related contingent consideration—short-term	$ —	$ —	$ 41,069	$ 41,069
Acquisition-related contingent consideration—long-term	—	—	148,013	148,013
Total	$ —	$ —	$ 189,082	$ 189,082

At June 30, 2015, money market funds include $98.9 million in Qualified Settlement Funds to be disbursed to mesh-related product liability claimants. See Note 12. Commitments and Contingencies for further discussion of our product liability cases.

	Fair Value Measurements at Reporting Date using:			
December 31, 2014	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Assets:				
Money market funds	$ 279,327	$ —	$ —	$ 279,327
Equity securities	2,321	—	—	2,321
Total	$ 281,648	$ —	$ —	$ 281,648
Liabilities:				
Acquisition-related contingent consideration—short-term	$ —	$ —	$ 4,282	$ 4,282
Acquisition-related contingent consideration—long-term	—	—	41,723	41,723
Total	$ —	$ —	$ 46,005	$ 46,005

At December 31, 2014, money market funds include $124.4 million in Qualified Settlement Funds to be disbursed to mesh-related product liability claimants. See Note 12. Commitments and Contingencies for further discussion of our product liability cases.

Acquisition-Related Contingent Consideration

On November 30, 2010 (the Qualitest Pharmaceuticals Acquisition Date), the Company acquired Generics International (US Parent), Inc. (doing business as Qualitest Pharmaceuticals), which was party to an asset purchase agreement with Teva Pharmaceutical Industries Ltd (Teva) (the Teva Agreement). Pursuant to the Teva Agreement, Qualitest Pharmaceuticals purchased certain pipeline generic products from Teva and could be obligated to pay consideration to Teva upon the achievement of certain future regulatory milestones (the Teva Contingent Consideration).

The current range of the undiscounted amounts the Company could be obligated to pay in future periods under the Teva Agreement is between zero and $5.0 million after giving effect to payments made to date. The Company is accounting for the Teva Contingent Consideration in the same manner as if it had entered into that arrangement with respect to its acquisition of Qualitest Pharmaceuticals. Accordingly, the fair value was estimated based on a probability-weighted discounted cash flow model (income approach). Using this valuation technique, the fair value of the contractual obligation to pay the Teva Contingent Consideration was determined to be $3.8 million at June 30, 2015 and $5.2 million at December 31, 2014. The decrease in the balance primarily relates to a first quarter 2015 payment of $2.5 million related to the achievement of certain regulatory milestones, partially offset by an increase due to certain market and regulatory considerations impacting the commercial potential of related products.

During the second quarter of 2014, in connection with EPI's acquisition of Sumavel®, we entered into an agreement to make contingent cash consideration payments to the former owner of Sumavel® of between zero and $20.0 million (the Sumavel® Contingent Consideration), based on certain factors relating primarily to the financial performance of Sumavel®. At the acquisition date, we estimated the fair value of this obligation to be $4.1 million based on a probability-weighted discounted cash flow model (income approach). Using this valuation technique, the fair value of the contractual obligation to pay the Sumavel® Contingent Consideration was determined to be approximately $4.7 million at June 30, 2015 and $4.7 million at December 31, 2014.

In connection with our acquisition of DAVA, we agreed to make cash consideration payments of up to $25.0 million (the DAVA Contingent Consideration) contingent on the achievement of certain sales-based milestones. At the DAVA acquisition date, we estimated the fair value of this obligation to be $5.1 million based on a probability-weighted discounted cash flow model (income approach). Using this valuation technique, the fair value of the contractual obligation to pay the DAVA Contingent Consideration was determined to be zero at June 30, 2015 and $5.1 million at December 31, 2014. The change in the balance primarily relates to certain market and regulatory considerations impacting the commercial potential of related products.

In connection with the acquisition of Natesto™, we entered into an agreement to make contingent cash consideration payments to the former owners of Natesto™ based on certain potential clinical and commercial milestones of up to $165.0 million as well as royalties based on a percentage of potential future sales of Natesto™ (the Natesto™ Contingent Consideration). As of the Natesto acquisition date, Endo estimated the fair value of this obligation to be $31.0 million based on a probability-weighted discounted cash flow model (income approach). Using this valuation technique, the fair value of the contractual obligation to pay the Natesto™ Contingent Consideration was determined to be $26.3 million at June 30, 2015 and $31.0 million at December 31, 2014. The decrease in the balance primarily relates to a measurement period adjustment of $4.3 million.

On January 29, 2015, we acquired Auxilium, which is party to an agreement pursuant to which it could be obligated to make certain contingent cash consideration payments (the Actient Contingent Consideration). These payments relate primarily to potential

sales-based royalties on edex® and TESTOPEL®, which Auxilium had previously acquired in connection with its 2013 acquisition of Actient Pharmaceuticals, LLC (Actient). As of the Auxilium acquisition date, Endo estimated the fair value of the Actient Contingent Consideration to be $46.8 million. The fair value was estimated based on a probability-weighted discounted cash flow model (income approach). The fair value of the Actient Contingent Consideration was determined to be $36.4 million at June 30, 2015. The change in the balance primarily relates to 2015 payments of $3.7 million related to sales-based royalties and a measurement period adjustment.

Auxilium is also party to an agreement with VIVUS, Inc. (VIVUS) to make contingent cash consideration payments consisting of royalties based on a percentage of net sales of STENDRA® as well as sales-based milestones of up to approximately $260 million (the STENDRA® Contingent Consideration). On January 29, 2015, the date Endo acquired Auxilium, Endo estimated the fair value of the STENDRA® Contingent Consideration to be $59.6 million. The fair value was estimated based on a probability-weighted discounted cash flow model (income approach). Using this valuation technique, the fair value of the STENDRA® Contingent Consideration was determined to be $57.4 million at June 30, 2015. The change in the balance primarily relates to a measurement period adjustment.

In connection with the acquisition of the exclusive license rights of potassium chloride oral solution from LVT, we entered into an agreement to make contingent cash consideration payments to LVT based on certain operational and commercial milestones of up to $4.0 million, as well as payment to LVT based on a percentage of profits realized on the licensed product, to be determined in accordance with the license agreement with LVT. At the acquisition date, we estimated the fair value of this obligation to be $41.7 million based on a probability-weighted discounted cash flow model (income approach). Using this valuation technique, the fair value of the contractual obligation to pay the contingent consideration was determined to be $42.0 million at June 30, 2015. The increase in the balance primarily relates to certain market and regulatory considerations impacting the commercial potential of related products, partially offset by a second quarter 2015 payment of $2.1 million related to the achievement of certain commercial milestones and sales-based royalties.

The fair values of contingent consideration amounts above were estimated based on assumptions and projections relevant to revenues and a discounted cash flow model using risk-adjusted discount rates ranging from 4.7% to 25.0%. The Company assesses these assumptions on an ongoing basis as additional information impacting the assumptions is obtained.

In addition to the material contingent consideration agreements disclosed above, the Company has entered into and may enter into future agreements to make contingent cash consideration payments in connection with other acquisitions.

Amounts recorded for the short-term and long-term portions of acquisition related contingent consideration are included in Accrued expenses and Other liabilities, respectively, in the Condensed Consolidated Balance Sheets.

Fair Value Measurements Using Significant Unobservable Inputs

The following table presents changes to the Company's liability for acquisition-related contingent consideration, which is measured at fair value on a recurring basis using significant unobservable inputs (Level 3) for the three and six months ended June 30 (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Beginning of period	$ 184,261	$ 4,759	$ 46,005	$ 4,747
Amounts acquired	18,435	3,700	166,535	3,700
Amounts settled	(3,851)	—	(8,574)	—
Transfers (in) and/or out of Level 3	—	—	—	—
Measurement period adjustments	(7,243)	—	(11,556)	—
Changes in fair value recorded in earnings	(2,520)	44	(3,328)	56
End of period	$ 189,082	$ 8,503	$ 189,082	$ 8,503

Changes in fair value recorded in earnings related to acquisition-related contingent consideration are included in the Condensed Consolidated Statements of Operations as Acquisition-related and integration items.

The following is a summary of available-for-sale securities held by the Company at June 30, 2015 and December 31, 2014 (in thousands):

	Available-for-sale			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized (Losses)	Fair Value
June 30, 2015				
Money market funds	$ 1,220,671	$ —	$ —	$ 1,220,671
Total included in cash and cash equivalents	$ 1,121,751	$ —	$ —	$ 1,121,751
Total included in restricted cash and cash equivalents	$ 98,920	$ —	$ —	$ 98,920
Equity securities	$ 805	$ 88	$ —	$ 893
Total other short-term available-for-sale securities	$ 805	$ 88	$ —	$ 893
Equity securities	$ 1,766	$ 2,257	$ —	$ 4,023
Long-term available-for-sale securities	$ 1,766	$ 2,257	$ —	$ 4,023

	Available-for-sale			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized (Losses)	Fair Value
December 31, 2014				
Money market funds	$ 279,327	$ —	$ —	$ 279,327
Total included in cash and cash equivalents	$ 154,959	$ —	$ —	$ 154,959
Total included in restricted cash and cash equivalents	$ 124,368	$ —	$ —	$ 124,368
Equity securities	$ 805	$ 10	$ —	$ 815
Total other short-term available-for-sale securities	$ 805	$ 10	$ —	$ 815
Equity securities	$ 1,766	$ —	$ (260)	$ 1,506
Long-term available-for-sale securities	$ 1,766	$ —	$ (260)	$ 1,506

Nonrecurring Fair Value Measurements

The Company's financial assets measured at fair value on a nonrecurring basis during the six months ended June 30, 2015 were as follows (in thousands):

	Fair Value Measurements at Reporting Date using:			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Income (Expense) for the Year Ended June 30, 2015
Assets:				
Auxilium leasehold improvements (Note 4)	$ —	$ —	$ —	$ 7,000
Endo equity investment	—	—	10,469	18,869
Certain U.S. Generic Pharmaceuticals intangible assets (Note 9)	—	—	9,600	70,243
Total	$ —	$ —	$ 20,069	$ 96,112

There were no impairments during the six months ended June 30, 2014.

NOTE 8. INVENTORIES

Inventories consist of the following at June 30, 2015 and December 31, 2014 (in thousands):

	June 30, 2015	December 31, 2014
Raw materials (1)	$ 130,584	$ 118,432
Work-in-process (1)	89,383	43,290
Finished goods (1)	405,800	261,599
Total	$ 625,767	$ 423,321

(1) The components of inventory shown in the table above are net of allowance for obsolescence.

Inventory that is in excess of the amount expected to be sold within one year, which relates primarily to XIAFLEX® inventory acquired in January 2015, is classified as long-term inventory and is not included in the table above. At June 30, 2015, $32.8 million of long-term inventory was included in Other assets in the Condensed Consolidated Balance Sheets.

NOTE 9. GOODWILL AND OTHER INTANGIBLES

Goodwill

Changes in the carrying amount of our goodwill for the six months ended June 30, 2015 were as follows (in thousands):

	Carrying Amount			
	U.S. Branded Pharmaceuticals	U.S. Generic Pharmaceuticals	International Pharmaceuticals	Total Consolidated
Balance as of December 31, 2014:				
Goodwill	$ 1,131,932	$ 1,071,637	$ 696,018	$ 2,899,587
	$ 1,131,932	$ 1,071,637	$ 696,018	$ 2,899,587
Goodwill acquired during the period	191,226	—	1,255	192,481
Effect of currency translation	—	—	(47,761)	(47,761)
Balance as of June 30, 2015:				
Goodwill	1,323,158	1,071,637	649,512	3,044,307
Accumulated impairment losses	—	—	—	—
	$ 1,323,158	$ 1,071,637	$ 649,512	$ 3,044,307

Goodwill related to our Devices segment of $863.0 million as of December 31, 2014 became part of the disposal group and is part of the Assets held for sale, net of impairment and current period adjustments related to currency translation, as of June 30, 2015.

Other Intangible Assets

The following is a summary of other intangibles held by the Company at June 30, 2015 and December 31, 2014 (in thousands):

Cost basis:	**Balance as of December 31, 2014**	**Acquisitions (1)**	**Impairments (2)**	**Other (3)**	**Effect of Currency Translation**	**Balance as of June 30, 2015**
Indefinite-lived intangibles:						
In-process research and development	$ 184,598	$ 320,400	$ (4,600)	$ (17,000)	$ (5,457)	$ 477,941
Total indefinite-lived intangibles	$ 184,598	$ 320,400	$ (4,600)	$ (17,000)	$ (5,457)	$ 477,941
Definite-lived intangibles:						
Licenses (weighted average life of 10 years)	$ 664,367	$ —	$ —	$ —	$ —	$ 664,367
Tradenames (weighted average life of 15 years)	21,315	—	—	—	(82)	21,233
Developed technology (weighted average life of 13 years)	2,243,215	2,595,288	(65,643)	11,537	(43,742)	4,740,655
Total definite-lived intangibles (weighted average life of 13 years)	$ 2,928,897	$ 2,595,288	$ (65,643)	$ 11,537	$ (43,824)	$ 5,426,255
Total other intangibles	$ 3,113,495	$ 2,915,688	$ (70,243)	$ (5,463)	$ (49,281)	$ 5,904,196

Accumulated amortization:	**Balance as of December 31, 2014**	**Amortization**	**Impairments (2)**	**Other**	**Effect of Currency Translation**	**Balance as of June 30, 2015**
Indefinite-lived intangibles:						
In-process research and development	$ —	$ —	$ —	$ —	$ —	$ —
Total indefinite-lived intangibles	$ —	$ —	$ —	$ —	$ —	$ —
Definite-lived intangibles:						
Licenses	$ (426,413)	$ (39,432)	$ —	$ —	$ —	$ (465,845)
Tradenames	(5,462)	(716)	—	—	5	(6,173)
Developed technology	(348,427)	(172,108)	—	—	2,750	(517,785)
Total definite-lived intangibles	$ (780,302)	$ (212,256)	$ —	$ —	$ 2,755	$ (989,803)
Total other intangibles	$ (780,302)	$ (212,256)	$ —	$ —	$ 2,755	$ (989,803)
Net other intangibles	$ 2,333,193					$ 4,914,393

(1) Includes intangible assets acquired primarily in connection with the acquisitions of Auxilium, Lehigh Valley Technologies, Inc. and other acquisitions. See Note 5. Acquisitions for further information.

(2) Includes the impairment of certain intangible assets of our U.S. Generic Pharmaceuticals segment.

(3) During the six months ended June 30, 2015, certain IPR&D assets totaling $17.0 million were put into service, partially offset by a reduction of $5.5 million relating to measurement period adjustments to certain intangible assets. See Note 5. Acquisitions for further information on measurement period adjustments.

Amortization expense for the three and six months ended June 30, 2015 totaled $117.0 million and $212.3 million, respectively. Amortization expense for the three and six months ended June 30, 2014 totaled $49.1 million and $92.4 million, respectively. Estimated amortization of intangibles for the five fiscal years subsequent to December 31, 2014 is as follows (in thousands):

2015	$ 445,765
2016	$ 405,881
2017	$ 395,252
2018	$ 387,139
2019	$ 378,333

Changes in the gross carrying amount of our other intangibles for the six months ended June 30, 2015 were as follows (in thousands):

	Gross Carrying Amount
December 31, 2014	$ 3,113,495
Auxilium acquisition	2,845,500
Lehigh Valley Technologies, Inc. acquisition	47,700
Other acquisitions	22,488
Impairment of certain U.S. Generic Pharmaceuticals intangible assets	(70,243)
Measurement period adjustments relating to acquisitions closed during 2014	(5,463)
Effect of currency translation	(49,281)
June 30, 2015	$ 5,904,196

Impairments

During the three months ended June 30, 2015, the Company identified certain market and regulatory considerations impacting the commercial potential of certain intangible assets in our U.S. Generic Pharmaceuticals segment. Accordingly, we tested these assets for impairment and determined that the carrying value of certain of these assets was no longer fully recoverable resulting in a pre-tax non-cash asset impairment charge of $70.2 million. We determined that an income approach using a discounted cash flow model was an appropriate valuation methodology to utilize in our impairment test.

NOTE 10. LICENSE AND COLLABORATION AGREEMENTS

Our subsidiaries have entered into certain license, collaboration and discovery agreements with third parties for product development. These agreements require our subsidiaries to share in the development costs of such products and grant marketing rights to our subsidiaries for such products.

The Company and its subsidiaries are generally required to make upfront payments as well as other payments upon successful completion of regulatory or sales milestones. In addition, these agreements generally require our subsidiaries to pay royalties on sales of the products arising from these agreements. These agreements generally permit our subsidiaries to terminate the agreement with no significant continuing obligation.

Commercial Products

Novartis AG and Novartis Consumer Health, Inc.

Our subsidiary Endo Pharmaceuticals Inc. (EPI) is party to a License and Supply Agreement (the Voltaren® Gel Agreement) with and among Novartis AG and Novartis Consumer Health, Inc. (Novartis) to obtain the exclusive U.S. marketing rights for the prescription medicine Voltaren® Gel (Voltaren® Gel or the Licensed Product). Voltaren® Gel royalties incurred during the six months ended June 30, 2015 and 2014 were $15.0 million and $15.0 million, respectively, representing minimum royalties pursuant to the Voltaren® Gel Agreement.

EPI is required to incur a minimum amount of annual advertising and promotional expenses (A&P Expenditures) on the commercialization of the Licensed Product, which may be reduced under certain circumstances including Novartis's failure to supply the Licensed Product. During the period beginning on July 1, 2013 and extending through June 30, 2014, EPI agreed to spend $5.9 million on A&P Expenditures. During the period beginning on July 1, 2014 and extending through June 30, 2015, EPI agreed to spend $8.4 million on A&P Expenditures. In subsequent Agreement Years, the minimum A&P Expenditures set forth in the Voltaren® Gel Agreement are determined based on a percentage of net sales of Voltaren® Gel, which may be reduced under certain circumstances, including Novartis's failure to supply Voltaren® Gel. Amounts incurred for such A&P Expenditures were $1.4 million and $4.1 million for the six months ended June 30, 2015 and 2014, respectively.

BioSpecifics Technologies Corp.

On January 29, 2015, we acquired Auxilium, which is party to a development and license agreement, as amended (the BioSpecifics Agreement) with BioSpecifics Technologies Corp. (BioSpecifics). The BioSpecifics Agreement was originally entered into by Auxilium in June 2004 to obtain exclusive worldwide rights to develop, market and sell certain products containing BioSpecifics' enzyme, which we refer to as XIAFLEX®. Auxilium's licensed rights concern the development and commercialization of products, other than dermal formulations labeled for topical administration, and currently, Auxilium's licensed rights cover the indications of Dupuytren's contracture (DC), Peyronie's Disease (PD), Frozen Shoulder syndrome and cellulite. Auxilium may further

expand the BioSpecifics Agreement, at its option, to cover other indications as they are developed by Auxilium or BioSpecifics.

The BioSpecifics Agreement extends, on a country-by-country and product-by-product basis, for the longer of the patent life, the expiration of any regulatory exclusivity period or twelve years. Either party may terminate the BioSpecifics Agreement as a result of the other party's breach or bankruptcy. Auxilium may terminate the BioSpecifics Agreement with 90 days' written notice.

Under the BioSpecifics Agreement, the Company is responsible, at its own cost and expense, for developing the formulation and finished dosage form of products and arranging for the clinical supply of products.

Auxilium must pay BioSpecifics on a country-by-country and product-by-product basis a specified percentage within a range of 5% to 15% of net sales for products covered by the BioSpecifics Agreement. This royalty applies to net sales by Auxilium or its sublicensees, including Actelion Pharmaceuticals Ltd (Actelion), Asahi Kasei Pharma Corporation (Asahi Kasei) and Swedish Orphan Biovitrum AB (Sobi). Auxilium could also be obligated to pay a percentage of future regulatory or commercial milestone payments received from its sublicensees. In addition, Auxilium must pay BioSpecifics an amount equal to a specified mark-up on the cost of goods related to supply of XIAFLEX® (which mark-up is capped at a specified percentage within the range of 5% to 15% of the cost of goods of XIAFLEX® for the applicable country) for products sold by Auxilium or its sublicensees.

XIAFLEX® and XIAPEX® Out-license Agreements

Our Auxilium subsidiary is party to certain out-licensing agreements with Actelion, Asahi Kasei and Sobi (the XIAFLEX® Sublicensees), pursuant to which the XIAFLEX® Sublicensees have marketing, development and/or commercial rights for XIAFLEX® and XIAPEX® (the European Union trade name for XIAFLEX®) in a variety of countries outside of the U.S.

These agreements were entered into from 2011 to 2013 and extend, pursuant to the terms of each respective agreement and subject to each party's termination rights, as follows:

- The agreement with Actelion extends on a product-by-product and country-by-country basis from the date of the agreement until the last to occur of (i) the date on which the product is no longer covered by a valid claim of a patent or patent application controlled by the Company in such country, (ii) the 15th anniversary of the first commercial sale of the product in such country after receipt of required regulatory approvals, (iii) the achievement of a specified market share of generic versions of the product in such country, or (iv) the loss of certain marketing rights or data exclusivity in such country.
- The agreement with Asahi Kasei extends on a product-by-product basis from the date of the agreement until the last to occur of (i) the date on which the product is no longer covered by a valid claim of a patent, (ii) the 15th anniversary of the first commercial sale of the product, or (iii) the entry of a generic to XIAFLEX® in the Japanese market.
- The agreement with Sobi extends on a product-by-product basis from the date of the agreement until its 10th anniversary. The term will be automatically extended for sequential two year periods unless a notice of non-renewal is provided in writing to the other party at least six months prior to expiration of the then current term.

Under these agreements, the Company is entitled to receive royalties based on net sales of the licensed product by the XIAFLEX® Sublicensees. These royalties are tiered as follows:

- Actelion—15%-25%, 20%-30%, and 25%-35% based on net sales of the licensed product;
- Asahi Kasei—30%-40% and 35%-45% based on net sales of the licensed product; and
- Sobi—45%-55%, 50%-60% and 55%-65% based on net sales of the licensed product, which also include payments for product supply and which percentages will decrease by approximately 10% upon the occurrence of certain manufacturing milestones or July 1, 2016, whichever is earlier.

The applicable royalty percentages increase from tier to tier upon the achievement of a specified threshold of aggregate annual net sales of the licensed product and may decrease if a generic is marketed in the applicable territory. Pursuant to each of these out-licensing agreements, the Company will be responsible for all clinical and commercial drug manufacturing and supply and, in certain cases, for development costs. The Company has determined that these contractual responsibilities, together with the development and commercialization rights provided by the Company, constitute multiple deliverables. In accordance with the accounting guidance on revenue recognition for multiple-element agreements, certain elements of these agreements meet the criteria for separation and are treated as a single unit of accounting, with the corresponding revenue recognized when earned. Deliverables that do not have stand-alone value to the XIAFLEX® Sublicensees are being accounted for as one unit of accounting, with the related revenue being recorded on a straight-line basis over the respective performance period.

The Japanese Ministry of Health, Labour and Welfare (MHLW) approved XIAFLEX® for manufacturing and marketing in Japan on July 3, 2015 for the indication of Dupuytren's contracture with a palpable cord. A $20.0 million milestone payment will be due to Endo from Asahi Kasei upon first commercial sale of XIAFLEX® in Japan, which is dependent upon a separate approval by the MHLW of pricing and reimbursement for the product.

Revenue recognized related to these agreements was not material to the Condensed Consolidated Financial Statements for any of the periods presented.

VIVUS, Inc.

Our Auxilium subsidiary is party to a license and commercialization agreement (the STENDRA® License Agreement) with VIVUS, Inc. (VIVUS). Under the STENDRA® License Agreement, Auxilium has the exclusive right to commercialize VIVUS's pharmaceutical product STENDRA® for the treatment of any urological disease or condition in humans, including male erectile dysfunction, in the U.S. and Canada and their respective territories. Subject to each party's termination rights, the STENDRA® License Agreement will remain in effect until the later of, on a country-by-country basis, (i) 10 years from the date STENDRA® launches in such country and (ii) the expiration of the last to expire patent covering the product in such country. Upon the expiration of the term of the STENDRA® License Agreement, the license grant by VIVUS to Auxilium will become fully paid-up, royalty-free, perpetual and irrevocable.

In connection with the STENDRA® License Agreement, Auxilium could become obligated to make certain contingent cash consideration payments to VIVUS consisting of royalties based on a percentage of net sales of STENDRA® as well as sales-based milestones of up to approximately $260 million. Refer to Note 7. Fair Value Measurements for further discussion.

Auxilium makes royalty payments to VIVUS based on tiered percentages of the aggregate annual net sales of STENDRA®. The percentage of the Auxilium's aggregate annual net sales to be paid to VIVUS increases in accordance with the achievement of specified thresholds of aggregate annual net sales of the product. The royalty percentage could range from 5%-20% and could be reduced following the entry of a generic product to the market. Royalties paid to VIVUS were not material to the Condensed Consolidated Financial Statements for any of the periods presented.

Products in Development

BioDelivery Sciences International, Inc.

EPI is party to a worldwide license and development agreement (the BioDelivery Agreement) with BioDelivery Sciences International, Inc. (BioDelivery) for the exclusive rights to develop and commercialize Belbuca™ (buprenorphine HCl) Buccal Film. The drug is a transmucosal form of buprenorphine, a partial mu-opiate receptor agonist, which incorporates a bioerodible mucoadhesive (BEMA®) technology. The NDA for Belbuca™ was submitted on December 23, 2014 and accepted by the U.S. Food and Drug Administration (FDA) in February 2015.

During each of the first, second and fourth quarters of 2014, $10.0 million of milestones were incurred related to the achievement of certain clinical milestones, resulting in a total of $30.0 million recorded as Research and development expense during 2014. If Belbuca™ is approved, EPI will be obligated to pay additional regulatory milestones of $50.0 million. In addition, EPI will pay royalties based on net sales of the drug and could be obligated to pay additional commercial milestones of up to $55.0 million.

BioSpecifics Technologies Corp.

As disclosed above, our Auxilium subsidiary is party to a development and license agreement, as amended, with BioSpecifics to obtain exclusive worldwide rights to develop, market and sell certain products containing BioSpecifics' collagenase clostridium histolyticum enzyme (CCH), which we refer to as XIAFLEX®. The Company is responsible, at its own cost and expense, for developing the formulation and finished dosage form of products and arranging for the clinical supply of products.

The Company is currently conducting a XIAFLEX® Phase II trial for a cellulite indication and in March 2015 completed a XIAFLEX® Phase II trial for a Frozen Shoulder syndrome indication. The study for the Frozen Shoulder syndrome indication did not meet its prospective defined primary or secondary efficacy endpoints, primarily as a consequence of an unexpected marked placebo response. The safety profile was as previously seen, with the majority of the adverse events being mild to moderate, transient and related to the local administration of XIAFLEX®. The Company is currently conducting additional analyses to determine the path forward for continued progression in this indication.

BioSpecifics is currently conducting a CCH Phase II clinical trial for the treatment of lipomas in humans. The Company has the option to license development and marketing rights to the CCH human lipoma indication based on a full analysis of the data from the Phase II clinical trial, which would transfer responsibility for the future development costs to the Company and trigger an opt-in payment and potential future milestone and royalty payments to BioSpecifics. In 2013, BioSpecifics also concluded a CCH Phase II clinical trial for the treatment of lipomas in canines. The trial did not meet its primary endpoint of a statistically significant post-treatment difference in the mean percent change in lipoma; however, statistical significance was shown in secondary endpoints. The Company is currently managing the development of CCH in canine lipomas.

NOTE 11. DEBT

The following table presents the carrying amounts and estimated fair values of the Company's total indebtedness at June 30, 2015 and December 31, 2014 (in thousands):

	June 30, 2015		December 31, 2014	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
1.75% Convertible Senior Subordinated Notes due 2015	$ —		$ 98,818	
Unamortized discount on 1.75% Convertible Senior Subordinated Notes due 2015	—		(1,759)	
1.75% Convertible Senior Subordinated Notes due 2015, net	$ —	$ —	$ 97,059	$ 98,317
7.00% Senior Notes due 2019	499,875	518,893	499,875	522,813
7.00% Senior Notes due 2020	400,000		400,000	
Unamortized initial purchaser's discount	(2,220)		(2,338)	
7.00% Senior Notes due 2020, net	$ 397,780	421,250	$ 397,662	422,250
7.25% Senior Notes due 2022	400,000	426,500	400,000	429,278
5.75% Senior Notes due 2022	700,000	713,125	700,000	707,000
5.375% Senior Notes due 2023	750,000	741,094	750,000	735,469
6.00% Senior Notes due 2025	1,200,000	1,220,250	—	—
Term Loan A Facility Due 2019	1,045,000		1,069,063	
Unamortized initial purchaser's discount	(2,476)		—	
Term Loan A Facility Due 2019, net	$ 1,042,524	1,043,015	$ 1,069,063	1,062,889
Term Loan B Facility Due 2021	419,688		421,812	
Unamortized initial purchaser's discount	(984)		—	
Term Loan B Facility Due 2021, net	$ 418,704	421,261	$ 421,812	409,685
Other debt	20,770	21,046	22,822	22,886
Total long-term debt, net	$ 5,429,653	$ 5,526,434	$ 4,358,293	$ 4,410,587
Less current portion, net	68,423	68,423	155,937	154,226
Total long-term debt, less current portion, net	$ 5,361,230	$ 5,458,011	$ 4,202,356	$ 4,256,361

As of December 31, 2014, the fair value of our 1.75% Convertible Senior Subordinated Notes was based on an income approach, which incorporated certain inputs and assumptions, including scheduled coupon and principal payments, the inherent conversion and put features in the notes and share price volatility assumptions based on historic volatility of the Company's ordinary shares and other factors. These fair value measurements are based on significant inputs not observable in the market and thus represent Level 3 measurements within the fair value hierarchy.

The fair values of the various term loan facilities and senior notes were based on market quotes and transactions proximate to the valuation date. Based on this valuation methodology, we determined these debt instruments represent Level 2 measurements within the fair value hierarchy.

Credit Facility

Upon closing of the Paladin acquisition on February 28, 2014, certain subsidiaries of the Company entered into a credit facility with Deutsche Bank AG New York Branch and Royal Bank of Canada and certain other lenders, which replaced Endo's prior credit facility. The initial borrowings under this credit facility consisted of a five-year senior secured term loan A facility of $1.1 billion (the 2014 Term Loan A Facility), a seven-year senior secured term loan B facility of $425.0 million (the 2014 Term Loan B Facility), and a five-year revolving credit facility with an initial borrowing capacity of up to $750.0 million (the 2014 Revolving Credit Facility and, together with the 2014 Term Loan A Facility and the 2014 Term Loan B Facility, the 2014 Credit Facility). The 2014 Credit Facility was issued to refinance certain of our existing indebtedness and for general corporate purposes, including acquisitions.

In April 2015, pursuant to the terms of our credit agreement, we borrowed $175.0 million on our 2014 Revolving Credit Facility, primarily for the purpose of settling our Convertible Notes and for payments relating to our vaginal mesh litigation. On June 30, 2015 we paid down our 2014 Revolving Credit Facility in the amount of $175.0 million. Subsequent to these transactions, we have $748.1 million of remaining credit available through the 2014 Revolving Credit Facility as of June 30, 2015.

In June 2015, we entered into an amendment agreement, pursuant to which we amended the 2014 Credit Facility (the Amended 2014 Credit Facility) to, among other things, (i) permit the proposed acquisition by Endo DAC or its affiliates of Par and (ii) permit an incremental revolving facility in an aggregate principal amount of $250.0 million, one or more incremental term B loan facilities in an aggregate principal amount up to $5.0 billion, in each case, in connection with the Par acquisition (the Par Incremental Facilities). In connection with the Amended 2014 Credit Facility, Term Loans A and B are recorded net of the unamortized portion of the original purchaser's discount. This discount is amortized to interest expense over the term of the Amended 2014 Credit Facility.

We intend to increase our incremental revolving facility capacity in an aggregate principal amount of up to $250.0 million under the Amended 2014 Credit Facility. In addition we intend to incur an incremental term loan B facility in an aggregate principal amount of up to $2,800 million (the Incremental Term Loan B Facility) in accordance with the Amended 2014 Credit Facility prior to or substantially simultaneously with the closing of the Par acquisition. Borrowings under the Incremental Term Loan B Facility prior to or substantially concurrently with the closing of the Par acquisition shall, among other things, refinance in full any amounts outstanding under the 2014 Term Loan B Facility.

In addition to the Par Incremental Facilities, the Amended 2014 Credit Facility also permits up to (i) an aggregate amount of incremental revolving and/or term loan commitments of $1.0 billion plus (ii) an unlimited amount of incremental revolving and/or term loan commitments if the Secured Leverage Ratio (as defined in the Amended 2014 Credit Facility), at the time of incurrence of such incremental commitments and after giving effect thereto on a pro forma basis, is less than or equal to 3.00 to 1.00 (assuming for purposes of such calculation that any incremental revolving commitments being incurred at the time of such calculation are fully drawn and without netting cash proceeds of any incremental facilities or, in lieu of loans under any incremental facilities, pari passu or junior secured or unsecured notes or junior secured term loans) from one or more of the existing lenders (or their affiliates) or other lenders (with the consent of the administrative agent) and, subject to compliance by the borrowers with the documentation and other requirements under the Amended 2014 Credit Facility, without the need for consent from any of the existing lenders under the Amended 2014 Credit Facility (other than those existing lenders that have agreed to provide such incremental facilities).

The Amended 2014 Credit Facility contains affirmative and negative covenants that the Company believes to be usual and customary for a senior secured credit facility. The negative covenants include, among other things, limitations on capital expenditures, asset sales, mergers and acquisitions, indebtedness, liens, dividends, investments and transactions with the Company's affiliates. As of June 30, 2015, we were in compliance with all such covenants.

6.00% Senior Notes Due 2025

On January 27, 2015, Endo DAC, Endo Finance LLC and Endo Finco Inc. (collectively, the Issuers) issued $1.20 billion in aggregate principal amount of 6.00% senior notes due 2025 (the 2025 Notes). The 2025 Notes were issued in a private offering for resale to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended. In connection with the 2025 Notes, we incurred new debt issuance costs of $24.4 million, which were deferred and will be amortized over the term of the 2025 Notes.

The 2025 Notes are senior unsecured obligations of the Issuers and are guaranteed on a senior unsecured basis by certain of the Company's subsidiaries. Interest on the 2025 Notes is payable semiannually in arrears on February 1 and August 1 of each year, beginning on August 1, 2015. The 2025 Notes will mature on February 1, 2025, subject to earlier repurchase or redemption in accordance with the terms of the 2025 Notes indenture incorporated by reference herein.

The 2025 Notes were issued to (i) finance its acquisition of Auxilium, (ii) refinance certain indebtedness of Auxilium and (iii) pay related transaction fees and expenses.

On or after February 1, 2020, the Issuers may on any one or more occasions redeem all or a part of the 2025 Notes, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest and additional interest, if any, if redeemed during the twelve-month period beginning on February 1 of the years indicated below:

Payment Dates (between indicated dates)	Redemption Percentage
From February 1, 2020 to and including January 31, 2021	103.000 %
From February 1, 2021 to and including January 31, 2022	102.000 %
From February 1, 2022 to and including January 31, 2023	101.000 %
From February 1, 2023 and thereafter	100.000 %

In addition, at any time prior to February 1, 2020, the Issuers may on any one or more occasions redeem all or a part of the 2025 Notes at a specified redemption price set forth in the indenture, plus accrued and unpaid interest and additional interest, if any. In addition, prior to February 1, 2018, the Issuers may redeem up to 35% of the aggregate principal amount of the 2025 Notes with the net cash proceeds from specified equity offerings at a redemption price equal to 106.000% of the aggregate principal amount of the

2025 Notes redeemed, plus accrued and unpaid interest. If Endo DAC experiences certain change of control events, the Issuers must offer to repurchase the 2025 Notes at 101% of their principal amount, plus accrued and unpaid interest and additional interest, if any.

The 2025 Notes indenture contains covenants that, among other things, restrict Endo DAC's ability and the ability of its restricted subsidiaries to incur certain additional indebtedness and issue preferred stock, make restricted payments, sell certain assets, agree to payment restrictions on the ability of restricted subsidiaries to make payments to Endo DAC, create certain liens, merge, consolidate or sell substantially all of Endo DAC's assets, or enter into certain transactions with affiliates. These covenants are subject to a number of important exceptions and qualifications, including the fall away or revision of certain of these covenants upon the 2025 Notes receiving investment grade credit ratings.

Also on January 27, 2015, the Issuers and the guarantors of the 2025 Notes entered into a registration rights agreement under which they will be required to use their commercially reasonable efforts to (i) file with the SEC by March 31, 2016 an exchange offer registration statement pursuant to which they will offer, in exchange for the 2025 Notes, new notes having terms substantially identical in all material respects to those of the 2025 Notes (except the new notes will not contain terms with respect to transfer restrictions) (the A/B Exchange Offer), (ii) complete the A/B Exchange Offer by July 1, 2016 or, under specified circumstances, (iii) file a shelf registration statement with the SEC covering resales of the 2025 Notes. The Issuers may be required to pay additional interest if they fail to comply with the registration and exchange requirements set forth in the registration rights agreement.

1.75% Convertible Senior Subordinated Notes Due 2015

At December 31, 2014, our indebtedness included 1.75% Convertible Senior Subordinated Notes due April 15, 2015 (the Convertible Notes). In April 2015, we settled $98.7 million aggregate principal amount of the Convertible Notes, which was the remaining outstanding principal balance of the Convertible Notes, for $316.4 million, which included the issuance of 2,261,236 ordinary shares.

In connection with the April 2015 Convertible Notes settlement activity, we entered into an agreement with the note hedge counterparty to settle the related call options for the receipt of 2,261,236 of our ordinary shares. These shares were subsequently canceled by the Company. In addition, we entered into an agreement to terminate the related warrants in exchange for our agreement to deliver to the warrant counterparty approximately 1,792,379 ordinary shares, which we delivered in June 2015.

1.50% Convertible Senior Notes Due 2018

On January 29, 2015, in connection with the consummation of the Merger Agreement between Endo and Auxilium, Endo entered into an agreement relating to Auxilium's $350.0 million of 1.50% convertible senior notes due 2018 (the Auxilium Notes), pursuant to which the Auxilium Notes are no longer convertible into shares of Auxilium common stock and instead are convertible into cash and ordinary shares of Endo based on the weighted average of the cash and Endo ordinary shares received by Auxilium stockholders that affirmatively made an election in connection with the Merger. As a result of such elections, for each share of Auxilium common stock a holder of Auxilium Notes was previously entitled to receive upon conversion of Notes, such holder instead became entitled to receive $9.88 in cash and 0.3430 Endo ordinary shares. Pursuant to this agreement, Endo became a co-obligor of Auxilium's obligations under the Auxilium Notes and expressly agreed to assume, jointly and severally with Auxilium, liability for (a) the due and punctual payment of the principal (and premium, if any) and interest, if any, on all of the Auxilium Notes issued under the corresponding indenture, (b) the due and punctual delivery of Endo ordinary shares and/or cash upon conversion of the Auxilium Notes by note holders and (c) the due and punctual performance and observance of all of the covenants and conditions of the corresponding indenture to be performed by Auxilium.

As further described in Note 5. Acquisitions, and as a result of the variability in the number of ordinary shares to be issued, the Auxilium Notes were initially recorded at their estimated fair value of $571.1 million upon the acquisition of Auxilium. In accordance with accounting guidance for debt with conversion and other options, we separately accounted for the liability and equity components of the Auxilium Notes by allocating the proceeds between the liability component and the embedded conversion option, or equity component, due to our ability to settle the Auxilium Notes in a combination of cash and ordinary shares, with $293.1 million allocated to debt and $278.0 million allocated to Additional paid-in capital. The fair value of the liability component was determined using a discounted cash flow model with a discount rate consistent that of a similar liability that does not have an associated convertible feature, based on comparable market transactions. Fair value of the equity component was determined using an integrated lattice valuation, which incorporates the conversion option and assumptions related to default.

Subsequent to the closing of the acquisition on January 29, 2015, during the first quarter of 2015, holders of the Auxilium Notes converted substantially all of the Auxilium Notes and received aggregate consideration consisting of $148.9 million of cash and 5.2 million ordinary shares valued at $408.6 million. The value of the ordinary shares issued resulted in an increase to Additional paid-in capital of $408.6 million. In connection with these conversions, we charged $1.0 million to expense, representing the differences between the fair value of the repurchased debt components and their carrying amounts. The expense was included in the Condensed Consolidated Statements of Operations as a Loss on extinguishment of debt. Additionally, we recorded a combined decrease to Additional paid-in capital in the amount of $263.5 million during the first quarter of 2015, representing the fair value of the equity

component of the repurchased Auxilium Notes.

Other than as described above, there have been no material changes to our other indebtedness from what was disclosed in our Annual Report on Form 10-K for the year ended December 31, 2014, filed with the Securities and Exchange Commission on March 2, 2015. Refer to Note 18. Subsequent Events for further information.

NOTE 12. COMMITMENTS AND CONTINGENCIES

Manufacturing, Supply and Other Service Agreements

Our subsidiaries contract with various third party manufacturers, suppliers and service providers to provide raw materials used in our subsidiaries' products and semi-finished and finished goods, as well as certain packaging and labeling services. The most significant of these agreements are with Novartis Consumer Health, Inc. and Novartis AG (collectively, Novartis), Teikoku Seiyaku Co., Ltd., Noramco, Inc., Grünenthal GmbH, Sharp Corporation, VIVUS, Inc., Jubilant HollisterStier Laboratories LLC and UPS Supply Chain Solutions, Inc. If, for any reason, we are unable to obtain sufficient quantities of any of the finished goods or raw materials or components required for their products or services needed to conduct their business, it could have a material adverse effect on our business, financial condition, results of operations and cash flows.

In addition to the manufacturing and supply agreements described above, we have agreements with various companies for clinical development services. Although we have no reason to believe that the parties to these agreements will not meet their obligations, failure by any of these third parties to honor their contractual obligations may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Teikoku Seiyaku Co., Ltd.

Under the terms of EPI's agreement (the Teikoku Agreement) with Teikoku Seiyaku Co. Ltd. (Teikoku), during the six months ended June 30, 2015 and 2014, we recorded $9.3 million and $7.2 million of royalties to Teikoku, respectively. These amounts were included in our Condensed Consolidated Statements of Operations as Cost of revenues. At June 30, 2015, $2.8 million was recorded as a royalty payable and included in Accounts payable in the accompanying Condensed Consolidated Balance Sheets.

The Teikoku Agreement will not expire until December 31, 2021, unless terminated in accordance with its terms. After December 31, 2021, the Teikoku Agreement shall be automatically renewed on the first day of January each year unless terminated in accordance with its terms. Either party may terminate the Teikoku Agreement, following a 45-day cure period, in the event that EPI fails to issue firm purchase orders for the annual minimum quantity for each year after 2017. EPI is the exclusive licensee for any authorized generic for Lidoderm® until the later of August 15, 2017 or the date of the first commercial sale of the second non-Teikoku generic version of Lidoderm®.

Grünenthal GmbH

Pursuant to the terms of EPI's December 2007 License, Development and Supply Agreement with Grünenthal, EPI made payments to Grünenthal during the six months ended June 30, 2015 and 2014 totaled $14.5 million and $16.1 million, respectively. These payments are originally recorded in inventory, and upon sale are recorded in Cost of revenues in our Condensed Consolidated Financial Statements.

UPS Supply Chain Solutions, Inc.

Under the terms of this agreement, EPI utilizes UPS Supply Chain Solutions (UPS) to provide customer service support and warehouse, freight and distribution services for certain of its products in the U.S. The term of the agreement extends through June 30, 2020. The agreement may be terminated by either EPI or UPS (1) without cause upon prior written notice to the other party; (2) with cause in the event of an uncured material breach by the other party; and (3) if the other party becomes insolvent or bankrupt. In the event of termination of services provided under the Warehouse Distribution Services Schedule to the agreement (i) by EPI without cause or (ii) by UPS due to EPI's breach, failure by EPI to make payments when due, or EPI's insolvency, EPI would be required to pay UPS certain termination costs. Such termination costs would not be material to the Company's Consolidated Statements of Operations. On February 21, 2012, EPI amended this agreement to provide for a reduced pricing structure, which included new monthly fees, new variable fees and new termination fees. On August 16, 2013, EPI further amended this agreement to add another mode of transport permissible under the agreement. On June 19, 2015, EPI further amended this agreement to, among other things, extend the terms of certain Service Schedules and replace certain exhibits to the Service Schedules.

VIVUS, Inc.

Our Auxilium subsidiary is party to a commercial supply agreement (the STENDRA® Supply Agreement) with VIVUS, Inc. (VIVUS). Under the STENDRA® Supply Agreement, VIVUS is the exclusive supplier to Auxilium for STENDRA® and manufactures STENDRA®, directly or through one or more third party subcontractors. The Company pays to VIVUS its manufacturing cost plus a certain percentage mark up for each unit of STENDRA®. For 2015 and each subsequent year during the term, should Auxilium fail to

purchase an agreed minimum amount of the product from VIVUS, it will reimburse VIVUS for the shortfall as it relates to VIVUS's out-of-pocket costs to acquire certain raw materials needed to manufacture STENDRA®.

Subject to each party's termination rights, the term of the STENDRA® Supply Agreement will remain until December 31, 2018. At a time selected by Auxilium, but no later than the third anniversary of the effective date of the STENDRA® License Agreement, Auxilium may elect to transfer control of the supply chain for STENDRA® to itself or its designee (the Supply Chain Transfer). The STENDRA® Supply Agreement will automatically terminate upon the completion of the Supply Chain Transfer.

Amounts purchased under the STENDRA® Supply Agreement during the period from January 29, 2015 to June 30, 2015 totaled $11.6 million. These payments are originally recorded in inventory, and upon sale are recorded in Cost of revenues in our Condensed Consolidated Financial Statements.

Jubilant HollisterStier Laboratories LLC

On January 29, 2015, we acquired Auxilium, which is party to a supply agreement (the JHS Agreement) with Jubilant HollisterStier Laboratories LLC (JHS). Pursuant to the JHS Agreement, which was initially entered into in June 2008, JHS fills and lyophilizes the XIAFLEX® bulk drug substance, which is manufactured by Auxilium, and produces sterile diluent. The initial term of the agreement was three years, with automatic renewal provisions thereafter for subsequent two-year terms, unless or until either party provides notification prior to expiration of the then current term of the contract. Auxilium is required to purchase a specified percentage of its total forecasted volume of XIAFLEX® from JHS each year, unless JHS is unable to supply XIAFLEX® within the timeframe established under such forecasts. Auxilium currently is the sole supplier of the active pharmaceutical ingredient for commercial supply of XIAFLEX®, but it is currently in the process of qualifying a new secondary manufacturer for XIAFLEX®.

Amounts purchased pursuant to the JHS Agreement were not material for any of the periods presented.

Legal Proceedings

We and certain of our subsidiaries are involved in various claims, legal proceedings and governmental investigations that arise from time to time in the ordinary course of our business, including relating to product liability, intellectual property, regulatory compliance and commercial matters. While we cannot predict the outcome of these legal proceedings and we and our subsidiaries intend to defend vigorously our and their position, an adverse outcome in any of these proceedings could have a material adverse effect on our current and future financial position, results of operations and cash flows.

As of June 30, 2015, the Company's reserve for loss contingencies totaled $1.60 billion, of which $1.53 billion relates to the Company's product liability accrual for vaginal mesh cases. During 2014, the Company announced that it had reached master settlement agreements with several of the leading plaintiffs' law firms to resolve claims relating to vaginal mesh products sold by the Company's AMS subsidiary. The agreements were entered into solely by way of compromise and settlement and are not in any way an admission of liability or fault. Although the Company believes there is a reasonable possibility that a loss in excess of the amount recognized exists, we are unable to estimate the possible loss or range of loss in excess of the amount recognized at this time.

Product Liability

We and certain of our subsidiaries have been named as defendants in numerous lawsuits in various federal and state courts, as well as in Canada and other countries outside the United States, alleging personal injury resulting from the use of certain of our products and the products of our subsidiaries. These matters are described in more detail below.

The Company believes that certain settlements and judgments, as well as legal defense costs, relating to certain product liability matters are or may be covered in whole or in part under its product liability insurance policies with a limited number of insurance carriers. In certain circumstances, insurance carriers reserve their rights with respect to coverage, or contest or deny coverage. The Company and its subsidiaries intend to contest vigorously all such disputes with respect to their insurance coverage and to enforce their rights under the terms of these insurance policies, and accordingly, the Company will record receivables with respect to amounts due under these policies, only when the resolution of any dispute has been reached and realization of the potential claim for recovery is considered probable. Amounts recovered under the Company's product liability insurance policies will be less than the stated coverage limits and may not be adequate to cover damages and/or costs relating to claims. In addition, there is no guarantee that insurers will pay claims or that coverage will otherwise be available.

Vaginal Mesh Cases. On October 20, 2008, the FDA issued a Public Health Notification regarding potential complications associated with transvaginal placement of surgical mesh to treat pelvic organ prolapse (POP) and stress urinary incontinence (SUI). The notification provides recommendations and encourages physicians to seek specialized training in mesh procedures, to advise their patients about the risks associated with these procedures and to be diligent in diagnosing and reporting complications.

In July 2011, the FDA issued an update to the October 2008 Public Health Notification regarding mesh to further advise the public and the medical community of the potential complications associated with transvaginal placement of surgical mesh to treat POP and SUI. In this July 2011 update, the FDA maintained that adverse events are not rare, as previously reported, and questioned the relative effectiveness of transvaginal mesh as a treatment for POP as compared to non-mesh surgical repair. The July 2011 notification

continued to encourage physicians to seek specialized training in mesh procedures, to consider and to advise their patients about the risks associated with these procedures and to be diligent in diagnosing and reporting complications. The FDA also convened an advisory panel which met on September 8-9, 2011 to further address the safety and effectiveness of transvaginal surgical mesh used to treat POP and SUI. At the conclusion of the meetings, the advisory panel recommended reclassifying transvaginal mesh products used to treat POP to Class III devices (premarket approval) and recommended that manufacturers of these products be required to conduct additional post-market surveillance studies. The advisory panel recommended that transvaginal surgical mesh products used to treat SUI remain as Class II devices. Regarding retropubic and transobturator (TOT) slings, the advisory panel recommended that no additional post-market surveillance studies are necessary. Regarding mini-slings, the advisory panel recommended premarket studies for new devices and additional post-market surveillance studies.

On January 3, 2012, the FDA ordered manufacturers of transvaginal surgical mesh used for POP and of single incision mini-slings for urinary incontinence, such as our subsidiary AMS, to conduct post-market safety studies and to monitor adverse event rates relating to the use of these products. AMS received a total of nineteen class-wide post-market study orders regarding its pelvic floor repair and mini-sling products; however, the FDA agreed to place sixteen of these study orders on hold for a variety of reasons. Three of these post-market study orders remain active and AMS is continuing the process of complying with these orders. In these orders, the FDA also noted that it is still considering the recommendation of the September 9, 2011 advisory committee that urogynecological surgical mesh for transvaginal repair of POP be reclassified from Class II to Class III.

On April 29, 2014, the FDA issued a statement proposing to reclassify surgical mesh for transvaginal pelvic organ prolapse repair from Class II to Class III. Further, the FDA proposed to reclassify urogynecologic surgical mesh instrumentation from Class I to Class II, and to establish special controls for surgical instrumentation for use with urogynecologic surgical mesh. The FDA stated that it was proposing these changes based on the tentative determination that general controls by themselves are insufficient to provide reasonable assurance of the safety and effectiveness of these devices. Although this proposal was subject to a 90-day comment period, to date the FDA has not taken further action regarding these proposals.

Since 2008, AMS, and more recently, in certain cases the Company or certain of its subsidiaries, have been named as defendants in multiple lawsuits in various state courts, a multidistrict litigation (MDL) in the Southern District of West Virginia (MDL No. 2325), as well as in Canada, where various class action and individual complaints are pending, and other countries outside the United States alleging personal injury resulting from the use of transvaginal surgical mesh products designed to treat POP and SUI. Plaintiffs in these suits allege various personal injuries including chronic pain, incontinence and inability to control bowel function and permanent deformities.

As of June 30, 2015, AMS and certain plaintiffs' counsel representing mesh-related product liability claimants have entered into various Master Settlement Agreements (MSAs) regarding settling up to approximately 46,600 filed and unfiled mesh claims handled or controlled by the participating counsel. These MSAs, which were executed at various times from June 14, 2013 through June 30, 2015, were entered into solely by way of compromise and settlement and are not in any way an admission of liability or fault by the Company or AMS. All MSAs are subject to a process that includes guidelines and procedures for administering the settlements and the release of funds. In certain cases, the MSAs provide for the creation of Qualified Settlement Funds (QSFs) into which funds may be deposited pursuant to certain schedules set forth in those agreements. All MSAs have participation thresholds requiring participation by the majority of claims represented by each law firm. If certain participation thresholds are not met, then AMS will have the right to terminate the settlement with that law firm. In addition, one agreement gives AMS a unilateral right of approval regarding which claims may be eligible to participate under that settlement. To the extent fewer claims than are authorized under an agreement participate, the total settlement payment under that agreement will be reduced by an agreed-upon amount for each such non-participating claim. Funds deposited in Qualified Settlement Funds are included in Restricted cash and cash equivalents in the June 30, 2015 Condensed Consolidated Balance Sheets.

Charges related to vaginal mesh product liability are reported in Discontinued operations, net of tax in our Condensed Consolidated Statements of Operations. Our estimated liability includes a reduction factor applied to the maximum number of potentially eligible claims resulting in a liability that is lower than the maximum payouts under the MSAs. This reduction factor is based on our estimate of likely duplicative claims and claims that will not ultimately obtain recovery under the MSAs or otherwise. The Company is increasing its product liability accrual due primarily to (1) its recently becoming aware of previously unknown U.S. mesh claims, both under and outside the MSAs, and (2) with respect to known claims under the MSAs, a decrease in the applicable reduction factor from approximately 20% to 18%. By decreasing the reduction factor from approximately 20% to 18%, and thereby increasing the product liability accrual, the Company is reflecting its current estimate that fewer claims will be excluded from the MSAs than previously anticipated. The Company and AMS expect that valid claims under the MSAs will continue to be settled. However, the Company and AMS intend to vigorously contest pending and future claims that are invalid or in excess of the maximum claim amounts under the MSAs. The Company and AMS are also aware of a substantial number of additional claims or potential claims, some of which may be invalid or contested, for which the Company lacks sufficient information to determine whether any potential liability is probable, and such claims have not been included in the Company's product liability accrual. As of the date of this report, the Company believes that the current product liability accrual includes all known claims for which liability is probable and estimable. However, it is currently not possible to determine the validity or outcome of any additional or potential claims and such

claims may result in additional losses that could have a material adverse effect on the Company's business, financial condition, results of operations and cash flow. The Company will continue to monitor the situation, including with respect to any additional claims of which the Company may later become aware, and, if appropriate, make further adjustments to the applicable reduction factor and product liability accrual based on new information.

Distribution of funds to any individual claimant is conditioned upon the receipt of documentation substantiating the validity of the claim, a full release and a dismissal of the entire action or claim as to all AMS parties and affiliates. Prior to receiving funds, an individual claimant shall represent and warrant that liens, assignment rights, or other claims that are identified in the claims administration process have been or will be satisfied by the individual claimant. The amount of settlement awards to participating claimants, the claims evaluation process and procedures used in conjunction with award distributions, and the negotiations leading to the settlement shall be kept confidential by all parties and their counsel.

The following table presents the changes in the vaginal mesh Qualified Settlement Funds and product liability balance during the six months ended June 30, 2015 (in thousands):

	Qualified Settlement Funds	Product Liability
Balance as of December 31, 2014	$ 485,229	$ 1,655,195
Additional charges	—	273,752
Cash distributions to Qualified Settlement Funds	377,074	—
Cash distributions to settle disputes from Qualified Settlement Funds	(385,087)	(385,087)
Cash distributions to settle disputes	—	(10,829)
Balance as of June 30, 2015	$ 477,216	$ 1,533,031

As of June 30, 2015, the entire liability is classified as short-term because the combination of amounts that could be released from the Qualified Settlement Funds in the next twelve months plus the contractual maximum payments under the MSAs in the next twelve months is greater than the liability balance.

AMS expects to fund the payments under all settlement agreements by December 31, 2017. As the funds are disbursed out of the Qualified Settlement Funds from time to time, the product liability accrual will be reduced accordingly with a corresponding reduction to Restricted cash and cash equivalents. In addition, the Company may pay cash distributions to settle disputes separate from the Qualified Settlement Funds, which will also decrease the product liability accrual but will not decrease Restricted cash and cash equivalents.

In addition, we have been contacted regarding a civil investigation that has been initiated by a number of state attorneys general into mesh products, including transvaginal surgical mesh products designed to treat POP and SUI. In November 2013, we received a subpoena relating to this investigation from the state of California, and have subsequently received additional subpoenas from other states. We are cooperating fully with this investigation. At this time, we cannot predict or determine the outcome of this investigation or reasonably estimate the amount or range of amounts of fines or penalties, if any, that might result from a settlement or an adverse outcome from this investigation.

MCP Cases. Qualitest, and in certain cases the Company or certain of its subsidiaries, along with several other pharmaceutical manufacturers, have been named as defendants in numerous lawsuits in various federal and state courts alleging personal injury resulting from the use of the prescription medicine metoclopramide. Plaintiffs in these suits allege various personal injuries including tardive dyskinesia, other movement disorders and death. Qualitest and the Company intend to contest all of these cases vigorously and to explore other options as appropriate in the best interests of the Company and Qualitest.

Litigation similar to that described above may also be brought by other plaintiffs in various jurisdictions. However, we cannot predict the timing or outcome of any such litigation, or whether any additional litigation will be brought against the Company or its subsidiaries. As of August 1, 2015, approximately 645 MCP cases, some of which may have been filed on behalf of multiple plaintiffs, are currently pending against Qualitest and/or the Company or certain of its subsidiaries.

In 2014, the Company and its subsidiaries have reached an agreement with certain plaintiffs' counsel in an effort to reach resolution of substantially all of these pending MCP cases. The agreement was entered into solely by way of compromise and settlement and is not in any way an admission of liability or fault by the Company or any of its subsidiaries. An essential element of these settlements will be participation by the majority of plaintiffs involved in pending litigation. If certain participation thresholds are not met, the Company will have the right to terminate the agreements.

Distribution of funds to any individual plaintiff will be conditioned upon, among other things a full release and a dismissal with prejudice of the entire action or claim as to the Company and/or each of its subsidiaries. Prior to receiving an award, an individual

claimant shall represent and warrant that liens, assignment rights, or other claims that are identified in the claims administration process have been or will be satisfied by the individual claimant. The amount of settlement awards to participating plaintiffs, claimants, the claims evaluation process and procedures used in conjunction with award distributions, and the negotiations leading to the settlement shall be kept confidential by all parties and their counsel.

Propoxyphene Cases. Qualitest and, in certain cases, the Company or certain of its subsidiaries, along with several other pharmaceutical manufacturers, have been named as defendants in numerous lawsuits originally filed in various federal and state courts alleging personal injury resulting from the use of prescription pain medicines containing propoxyphene. Plaintiffs in these suits allege various personal injuries including cardiac impairment, damage and death. In August 2011, a multidistrict litigation (MDL) was formed, and certain transferable cases pending in federal court were coordinated in the Eastern District of Kentucky as part of MDL No. 2226. The MDL Judge's dismissal with prejudice of the claims asserted against generic manufacturers, including Qualitest and the Company, was affirmed by the Sixth Circuit on June 27, 2014, as part of a consolidated appeal. In November 2012, additional cases were filed in various California state courts. While many of these cases were initially remanded to a state court coordinated proceeding in Los Angeles, the Ninth Circuit sitting *en banc* reversed these remands, finding federal subject matter jurisdiction. As a result, these actions were returned to the federal courts to which they were initially removed. Subsequently, many of these actions have been transferred to the Eastern District of Kentucky and assigned to United States District Judge Danny C. Reeves. On November 18, 2014, additional multi-plaintiff cases were filed in state court in Oklahoma. The Oklahoma state court actions were also removed to federal court and are currently pending in the Western District of Oklahoma. Litigation similar to that described above may also be brought by other plaintiffs in various jurisdictions. However, we cannot predict the timing or outcome of any such litigation, or whether any additional litigation will be brought against the Company or its subsidiaries, but Qualitest and the Company intend to contest the litigation vigorously and to explore all options as appropriate in the best interests of Qualitest and the Company. As of August 1, 2015, approximately 46 propoxyphene cases, some of which may have been filed on behalf of multiple plaintiffs, are currently pending against Qualitest and/or the Company. The Company and its subsidiaries are unable to predict the outcome of this matter or the ultimate legal and financial liability, if any, and at this time cannot reasonably estimate the possible loss or range of loss, if any, for this matter.

Testosterone Cases. EPI, and in certain cases the Company or certain of its subsidiaries, including Auxilium Pharmaceuticals, Inc., along with other pharmaceutical manufacturers, have been named as defendants in lawsuits alleging personal injury resulting from the use of prescription medications containing testosterone, including Fortesta® Gel, Delatestryl®, Testim®, TESTOPEL® and Striant®. Plaintiffs in these suits allege various personal injuries including pulmonary embolism, stroke, and other vascular and/or cardiac injuries. In June 2014, an MDL was formed to include claims involving all testosterone replacement therapies filed against EPI, Auxilium, and other manufacturers of such products, and certain transferable cases pending in federal court were coordinated in the Northern District of Illinois as part of MDL No. 2545. In addition to the federal cases filed against EPI and Auxilium that have been transferred to the Northern District of Illinois as tag-along actions to MDL No. 2545, litigation has also been filed against EPI in the Court of Common Pleas Philadelphia County and in certain other state courts. Litigation similar to that described above may also be brought by other plaintiffs in various jurisdictions, and cases brought in federal court will be transferred to the Northern District of Illinois as tag-along actions to MDL No. 2545. However, we cannot predict the timing or outcome of any such litigation, or whether any such additional litigation will be brought against the Company and/or its subsidiaries. The Company and its subsidiaries intend to contest the litigation vigorously and to explore all options as appropriate in the best interests of the Company. As of August 1, 2015, approximately 429 cases are currently pending against the Company and/or its subsidiaries; some of which may have been filed on behalf of multiple plaintiffs, and including a class action complaint filed in Canada.

In addition, on November 5, 2014, a civil class action complaint was filed in the Northern District of Illinois against EPI, Auxilium, and various other manufacturers of testosterone products on behalf of a proposed class of health insurance companies and other third party payers that had paid for certain testosterone products, alleging that the marketing efforts of EPI, Auxilium, and other defendant manufacturers with respect to certain testosterone products constituted racketeering activity in violation of 18 U.S.C. §1962(c), and other civil RICO claims. Further, the complaint alleges that EPI, Auxilium, and other defendant manufacturers violated various state consumer protection laws through their marketing of certain testosterone products. On June 10, 2015 plaintiffs in that action filed a Second Amendment Complaint. The Company and/or its subsidiaries are unable to predict the outcome of this matter or the ultimate legal and financial liability, if any, and at this time cannot reasonably estimate the possible loss or range of loss for this matter, if any.

Department of Health and Human Services Subpoena and Related Matters

As previously reported, in January 2007 and April 2011, the Company received subpoenas issued by the Office of the Inspector General of the Department of Health and Human Services (HHS-OIG) and the United States Department of Justice (DOJ), respectively. The subpoenas requested documents relating to Lidoderm® (lidocaine patch 5%), focused primarily on the sale, marketing and promotion of Lidoderm®. As previously reported, the Company resolved potential claims of the federal government and numerous states related to potential claims regarding the sale, marketing and promotion of Lidoderm®.

As previously reported, EPI is in the process of responding to a Civil Investigative Demand issued by the State of Texas relating to Lidoderm® (lidocaine patch 5%), focused primarily on the sale, marketing and promotion of Lidoderm® in Texas. EPI and the

Company are cooperating with the State's investigation. The Company and its subsidiaries are unable to predict the outcome of this matter or the ultimate legal and financial liability and at this time cannot reasonably estimate the possible loss or range of loss for this matter but will explore all options as appropriate in the best interests of EPI and the Company.

Litigation similar to that described above may also be brought by other plaintiffs in various jurisdictions. However, we cannot predict the timing or outcome of any such litigation, or whether any such litigation will be brought against the Company or its subsidiaries.

Qualitest Pharmaceuticals Civil Investigative Demands

In April 2013, the Company's subsidiaries, EPI and Qualitest, received Civil Investigative Demands (CIDs) from the U.S. Attorney's Office for the Southern District of New York. The CIDs request documents and information regarding the manufacture and sale of chewable fluoride tablets and other products sold by Qualitest. EPI and Qualitest are cooperating with the government's investigation. Discussions between EPI and Qualitest and the U.S. Attorney's Office for the Southern District of New York have taken place, and the Company believes that a range of loss for this matter is reasonably estimable at this time. The estimated cost of this settlement has been incorporated into our legal loss contingency reserve. However, it is not possible at this time to determine with certainty the ultimate outcome of this matter. It is possible that the outcome of this matter could result in an additional loss that could have a material effect on our business, financial condition, results of operations and cash flows.

Unapproved Drug Litigation

In September 2013, the State of Louisiana filed a Petition for Damages against EPI, Qualitest and Boca and over 50 other pharmaceutical companies alleging the defendants or their subsidiaries marketed products that were not approved by the FDA. See *State of Louisiana v. Abbott Laboratories, Inc., et al*., C624522 (19th Jud. Dist. La.). The State of Louisiana seeks damages, fines, penalties, attorneys' fees and costs under various causes of action.

EPI, Qualitest and Boca intend to contest the above case vigorously and to explore other options as appropriate in the best interests of the Company, EPI, Qualitest and Boca. Litigation similar to that described above may also be brought by other plaintiffs in various jurisdictions. However, we cannot predict the timing or outcome of any such litigation, or whether any such litigation will be brought against the Company or its subsidiaries. The Company and its subsidiaries are unable to predict the outcome of this matter or the ultimate legal and financial liability, if any, and at this time cannot reasonably estimate the possible loss or range of loss for this matter, if any.

Opioid-Related Litigations, Subpoenas and Document Requests

In June 2014, Corporation Counsel for the City of Chicago filed suit in Illinois state court against multiple defendants, including the Company's Endo Health Solutions Inc. (EHSI) and EPI subsidiaries, for alleged violations of city ordinances and other laws relating to defendants' alleged opioid sales and marketing practices. On June 12, 2014, the case was removed to the United States District Court for the Northern District of Illinois. On October 14, 2014, Plaintiff amended its Complaint to, among other things, add EPI as a defendant. On December 19, 2014, defendants moved to dismiss the Amended Complaint. On May 8, 2015, the Court issued an order granting that motion in part, dismissing the case as to EHS and EPI. That order also granted the City of Chicago leave to amend its complaint.

In May 2014, a lawsuit was filed in California Superior Court (Orange County) in the name of the People of the State of California, acting by and through County Counsel for Santa Clara County and the Orange County District Attorney, against multiple defendants, including the Company's subsidiary EHSI. The complaint was amended on June 9, 2014, to include allegations against EPI, among other changes. The amended complaint asserts violations of California's statutory Unfair Competition and False Advertising laws, as well as asserting a claim for public nuisance, based on alleged misrepresentations in connection with sales and marketing of opioids, including Opana®. Defendants, including the Company, have filed various motions attacking the pleadings, which are pending and set to be heard by the court in the coming months. Plaintiff seeks declaratory relief, restitution, civil penalties (including treble damages), abatement, an injunction, and attorneys' fees and costs.

In September 2013, the Company's subsidiaries, EPI and EHSI received a subpoena from the State of New York Office of Attorney General seeking documents and information regarding the sales and marketing of Opana® and in October 2014 received a Subpoena Ad Testificandum seeking testimony regarding the sales and marketing of Opana®. In January 2014, the Company's subsidiaries, EPI and EHSI received a set of informal document requests from the Office of the United States Attorney for the Eastern District of Pennsylvania seeking documents and information regarding the sales and marketing of Opana® ER. In September 2014, the Company's subsidiaries, EPI and EHSI received a Request for Information from the State of Tennessee Office of the Attorney General and Reporter seeking documents and information regarding the sales and marketing of opioids, including Opana® ER. In August 2015, the Company's subsidiaries, EPI and EHSI received a subpoena from the State of New Hampshire Office of the Attorney General seeking documents and information regarding the sales and marketing of opioids, including Opana® ER.

The Company is cooperating with the State of New York Office of Attorney General, the Office of the United States Attorney for the Eastern District of Pennsylvania, the State of Tennessee Office of the Attorney General and Reporter, and the State of New Hampshire Office of the Attorney General in their respective investigations. With respect to both the litigations brought on behalf of the City of Chicago and the People of the State of California, the Company and its subsidiaries intend to contest those matters vigorously and to explore all options as appropriate in the best interests of the Company. The Company and its subsidiaries are unable to predict the outcome of these matters or the ultimate legal and financial liability, if any, and at this time cannot reasonably estimate the possible loss or range of loss, if any, for these matters but will explore all options as appropriate in the best interests of EHSI, EPI and the Company.

Antitrust Litigation and Investigations

Multiple direct and indirect purchasers of Lidoderm® have filed a number of cases against EPI and co-defendants Teikoku Seiyaku Co., Ltd., Teikoku Pharma USA, Inc. (collectively, Teikoku) and Actavis plc., f/k/a as Watson Pharmaceuticals, Inc., and a number of its subsidiaries (collectively, Actavis or Watson). Certain of these actions have been asserted on behalf of classes of direct and indirect purchasers, while others are individual cases brought by one or more alleged direct or indirect purchasers. The complaints in these cases generally allege that Endo, Teikoku and Actavis entered into an anticompetitive conspiracy to restrain trade through the settlement of patent infringement litigation concerning U.S. Patent No. 5,827,529 (the '529 patent) and other patents. Some of the complaints also allege that Teikoku wrongfully listed the '529 patent in the Orange Book as related to Lidoderm®, that Endo and Teikoku commenced sham patent litigation against Actavis and that Endo abused the FDA citizen petition process by filing a citizen petition and amendments solely to interfere with generic companies' efforts to obtain FDA approval of their versions of Lidoderm®. The cases allege violations of Sections 1 and 2 of the Sherman Act (15 U.S.C. §§ 1, 2) and various state antitrust and consumer protection statutes as well as common law remedies in some states. These cases generally seek damages, treble damages, disgorgement of profits, restitution, injunctive relief and attorneys' fees.

The United States Judicial Panel on Multidistrict Litigation, pursuant to 28 U.S.C. § 1407, issued an order on April 3, 2014, transferring these cases as *In Re Lidoderm Antitrust Litigation*, MDL No. 2521, to the U.S. District Court for the Northern District of California.

Litigation similar to that described above may also be brought by other plaintiffs in various jurisdictions, and cases brought in federal court will be transferred to the Northern District of California as tag-along actions to *In Re Lidoderm Antitrust Litigation*.

The cases are in the discovery phase of the litigation in accordance with the pre-trial schedule. Trial is currently scheduled to begin in 2017.

Multiple direct and indirect purchasers of Opana® ER have filed cases against EHSI, EPI, Penwest Pharmaceuticals Co., and Impax Laboratories Inc., all of which have been transferred and coordinated for pretrial proceedings in the Norther District of Illinois by the Judicial Panel on Multidistrict Litigation. Some of these cases have been filed on behalf of putative classes of direct and indirect purchasers, while others have been filed on behalf of individual retailers. These cases generally allege that the agreement reached by EPI and Impax to settle patent infringement litigation concerning multiple patents pertaining to Opana® ER and EPI's introduction of the re-formulation of Opana® ER violated antitrust laws. The complaints allege violations of Sections 1 and 2 of the Sherman Act (15 U.S.C. §§ 1, 2), various state antitrust and consumer protection statutes, as well as state common law. These cases generally seek damages, treble damages, disgorgement of profits, restitution, injunctive relief and attorneys' fees. The defendants have filed motions to dismiss these actions and discovery is currently stayed pending the outcome of these motions. We cannot predict whether or not additional cases similar to those described above will be filed by other plaintiffs or the timing or outcome of any such litigation.

The Company and its subsidiaries are unable to predict the outcome of these matters or the ultimate legal and financial liability, if any, and at this time cannot reasonably estimate the possible loss or range of loss for these matters, if any, but will explore all options as appropriate in the best interests of EPI and the Company.

On February 25, 2014, the Company's subsidiary, EPI received a Civil Investigative Demand (the February 25 CID) from the U.S. Federal Trade Commission (the FTC). The FTC issued a second Civil Investigative Demand to EPI on March 25, 2014 (the March 25 CID). The February 25 CID requests documents and information concerning EPI's settlement agreements with Actavis and Impax settling the Opana® ER patent litigation, EPI's Development and Co-Promotion Agreement with Impax, and its settlement agreement with Actavis settling the Lidoderm® patent litigation, as well as information concerning the marketing and sales of Opana® ER and Lidoderm®. The March 25 CID requests documents and information concerning EPI's acquisition of U.S. Patent No. 7,852,482 (the '482 patent), as well as additional information concerning certain litigation relating to, and the marketing and sales of Opana® ER. The FTC also issued subpoenas for investigational hearings (similar to depositions) to Company employees and former Company employees.

On November 3, 2014, EPI received a Civil Investigative Demand from the State of Florida Office of the Attorney General issued pursuant to the Florida Antitrust Act of 1980, Section 542.28 and seeking documents and other information concerning EPI's

settlement agreement with Actavis settling the Lidoderm® patent litigation, as well as information concerning the marketing and sales of Lidoderm®.

On February 9, 2015, EPI and EHSI received a Civil Investigative Demand for Production of Documents and Information from the State of Alaska Office of Attorney General issued pursuant to Alaska's Antitrust and Unfair Trade Practices and Consumer Protection law seeking documents and other information concerning settlement agreements with Actavis and Impax settling the Opana ER patent litigation as well as information concerning EPI's settlement agreement with Actavis settling the Lidoderm patent litigation, as well as information concerning the marketing and sales of Lidoderm.

EPI is cooperating with the FTC, the State of Florida Office of the Attorney General, and the State of Alaska Office of the Attorney General in their respective investigations. The Company and its subsidiaries are unable to predict the outcome of these investigations or the ultimate legal and financial liability, if any, and at this time cannot reasonably estimate the possible loss or range of loss for these investigations, if any, but will explore all options as appropriate in the best interests of EPI and the Company.

AWP Litigation

On September 18, 2014, the State of Mississippi notified EPI that it intended to assert claims against EPI similar to claims the state brought against it in 2005 and later voluntarily dismissed. In its 2005 lawsuit, the state alleged that EPI reported false pricing information in connection with certain drugs that are reimbursable under Medicaid. Preliminary discussions between EPI and the State of Mississippi have taken place, and the Company believes that a loss is probable and a range of loss for this matter is reasonably estimable at this time. The estimated cost of this settlement has been incorporated into the increase in our legal loss contingency reserve. However, it is not possible at this time to determine with certainty the ultimate outcome of this matter. It is possible that the outcome of this matter could result in an additional loss that could have a material effect on our business, financial condition, results of operations and cash flows. Litigation similar to that described above may also be brought by other plaintiffs in various jurisdictions. However, we cannot predict the timing or outcome of any such litigation, or whether any such litigation will be brought against the Company or its subsidiaries.

Paragraph IV Certifications on Lidoderm®

As previously reported, the Company's subsidiary, EPI and the holders of the Lidoderm® New Drug Application and relevant patents, Teikoku, received a Paragraph IV Certification Notice under 21 U.S.C. 355(j) (a Paragraph IV Notice) from Watson advising of its filing of an ANDA for a generic version of Lidoderm® (lidocaine topical patch 5%), which resulted in litigation under the Hatch-Waxman Act.

On May 28, 2012, EPI entered into a Settlement and License Agreement (the Watson Settlement Agreement) among EPI and Teikoku, on the one hand, and Watson, on the other hand. The Watson Settlement Agreement settled all ongoing patent litigation among the parties relating to Watson's generic version of Lidoderm®. Under the terms of the Watson Settlement Agreement, the parties dismissed their respective claims and counterclaims without prejudice. As part of the settlement, Watson agreed not to challenge the validity or enforceability of EPI's and Teikoku's patents relating to Lidoderm® with respect to Watson's generic version of Lidoderm®. Watson received FDA approval of its generic version of Lidoderm® in August 2012 and began selling its generic version of Lidoderm® on September 16, 2013 (the Start Date) pursuant to a license granted by EPI and Teikoku under the Watson Settlement Agreement. The license to Watson was exclusive as to EPI's launch of an authorized generic version of Lidoderm® until May 1, 2014. EPI received an at market royalty equal to 25% of the gross profit generated on Watson's sales of its generic version of Lidoderm® during its period of exclusivity. During the three and six months ended June 30, 2014 we recorded Watson royalty income of $13.1 million and $51.3 million, respectively, which is included in Other revenues in our Condensed Consolidated Statements of Operations. We recorded no Watson royalty income during the three and six months ended June 30, 2015.

On May 16, 2012, EPI and Teikoku received a Paragraph IV Notice from Noven Pharmaceuticals, Inc. (Noven) advising of its filing of an ANDA for a generic version of Lidoderm®, which resulting in litigation under the Hatch-Waxman Act. On April 15, 2014, EPI entered into a Settlement and License Agreement (the Noven Settlement Agreement) among EPI and Teikoku, on the one hand, and Noven, on the other hand. The Noven Settlement Agreement settled all ongoing patent litigation among the parties relating to Noven's generic version of Lidoderm®. Under the terms of the Noven Settlement Agreement, the parties dismissed their respective claims and counterclaims without prejudice. As part of the settlement, Noven agreed not to challenge the validity or enforceability of EPI's and Teikoku's patents relating to Lidoderm® with respect to Noven's generic version of Lidoderm®. Under the terms of the Noven Settlement Agreement, should Noven receive FDA approval, Noven may begin selling its generic version of Lidoderm®.

On May 24, 2012, EPI and Teikoku received a Paragraph IV Notice from TWi Pharmaceuticals, Inc. (TWi) advising of its filing of an ANDA for a generic version of Lidoderm®, which resulted in litigation under the Hatch-Waxman Act. On April 18, 2014, EPI entered into a Settlement and License Agreement (the TWi Settlement Agreement) among EPI and Teikoku, on the one hand, and TWi, on the other hand. The TWi Settlement Agreement settled all ongoing patent litigation among the parties relating to TWi's generic version of Lidoderm®. Under the terms of the TWi Settlement Agreement, the parties dismissed their respective claims and counterclaims without prejudice. As part of the settlement, TWi agreed not to challenge the validity or enforceability of EPI's and

Teikoku's patents relating to Lidoderm® with respect to TWi's generic version of Lidoderm®. Under the terms of the TWi Settlement Agreement, should TWi receive FDA approval, TWi may begin selling its generic version of Lidoderm®.

In addition to the above litigation, it is possible that another generic manufacturer may also seek to launch a generic version of Lidoderm®.

Paragraph IV Certifications on Opana® ER

As previously reported, starting in December 2007 through December 2011, EPI received Paragraph IV Notices from various generic drug manufacturers, including Impax Laboratories, Inc. (Impax), Actavis South Atlantic LLC (Actavis), Sandoz, Inc. (Sandoz), Barr Laboratories, Inc. (Teva), Watson Laboratories, Inc. (Watson), Roxane Laboratories, Inc. (Roxane) and most recently, Ranbaxy Inc. (Ranbaxy) advising of the filing by each such company of an ANDA for a generic version of the non-crush-resistant formulation of Opana® ER (oxymorphone hydrochloride extended-release tablets CII). To date, EPI settled all of the Paragraph IV litigation relating to the non-crush-resistant formulation of Opana® ER other than those cases discussed in the next paragraph. Under the terms of the settlements, each generic manufacturer agreed not to challenge the validity or enforceability of patents relating to the non-crush-resistant formulation of Opana® ER. As a result, Actavis launched its generic version of non-crush-resistant Opana® ER 7.5 and 15 mg tablets on July 15, 2011, and Impax launched its generic version of non-crush-resistant Opana® ER 5, 7.5, 10, 15, 20, 30 and 40 mg tablets on January 2, 2013. Pursuant to the terms of the respective settlement agreements, Sandoz, Teva, Watson, Roxane and Actavis were granted licenses to patents listed in the Orange Book at the time each generic filed its ANDA.

In late 2012, two patents (U.S. Patent Nos. 8,309,122 and 8,329,216) were issued to EPI covering Opana® ER. On December 11, 2012, EPI filed a complaint against Actavis in U.S. District Court for the Southern District of New York for patent infringement based on its ANDA for a non-crush-resistant generic version of Opana® ER. Between May 22 and June 21, 2013, EPI filed similar suits in the U.S. District Court for the Southern District of New York against the following applicants for non-crush-resistant Opana® ER: Par Pharmaceuticals, Teva Pharmaceuticals, Mallinckrodt LLC, Sandoz, Roxane and Ranbaxy. Those suits allege infringement of U.S. Patent Nos. 7,851,482, 8,309,122, and 8,329,216. In July 2013, Actavis and Roxane were granted FDA approval to market all strengths of their respective non-crush-resistant formulations of Opana® ER. In June 2014, Mallinckrodt LLC was granted FDA approval to market all strengths of their respective non-crush-resistant formulations of Opana® ER. On August 1, 2013, EPI dismissed its suit against Teva Pharmaceuticals based on Teva's demonstration to EPI that Teva does not, at this time, intend to pursue an ANDA for non-crush-resistant Opana® ER. On October 18, 2013, EPI dismissed its suit against Sandoz based on its demonstration to EPI that it does not, at this time, intend to pursue an ANDA for non-crush-resistant Opana® ER. On December 18, 2013, EPI dismissed its suit against Mallinckrodt LLC based on a settlement allowing Mallinckrodt LLC to launch its non-crush-resistant formulation of Opana ER in October 2017, under certain circumstances. A trial in this case was held from March 23, 2015 through April 24, 2015 in the United States District Court for the Southern District of New York and we are awaiting a decision.

EPI intends to defend vigorously its intellectual property rights and to pursue all available legal and regulatory avenues in defense of the non-crush-resistant formulation Opana® ER, including enforcement of the product's intellectual property rights and approved labeling. However, there can be no assurance that EPI will be successful. If EPI is unsuccessful, competitors that already have obtained, or are able to obtain, FDA approval of their products may be able to launch their generic versions of non-crush-resistant Opana® ER prior to the applicable patents' expirations. Additionally, we cannot predict or determine the timing or outcome of related litigation but will explore all options as appropriate in the best interests of the Company and EPI. In addition to the above litigation, it is possible that another generic manufacturer may also seek to launch a generic version of non-crush-resistant Opana® ER and challenge the applicable patents.

From September 21, 2012 through October 30, 2013, EPI and its partner Grünenthal received Paragraph IV Notices from each of Teva Pharmaceuticals USA, Inc. (Teva), Amneal Pharmaceuticals, LLC (Amneal), Sandoz Inc. (Sandoz), ThoRx Laboratories, Inc. (ThoRx), Par Pharmaceuticals (Par), Actavis South Atlantic LLC (Actavis), Impax Pharmaceuticals (Impax) and Ranbaxy Laboratories Limited (Ranbaxy), advising of the filing by each such company of an ANDA for a generic version of the formulation of Opana® ER designed to be crush-resistant. These Paragraph IV Notices refer to U.S. Patent Nos. 8,075,872, 8,114,383, 8,192,722, 7,851,482, 8,309,060, 8,309,122 and 8,329,216, which variously cover the formulation of Opana® ER, a highly pure version of the active pharmaceutical ingredient and the release profile of Opana® ER. EPI filed lawsuits against each of these filers in the U.S. District Court for the Southern District of New York. Each lawsuit was filed within the 45-day deadline to invoke a 30-month stay of FDA approval pursuant to the Hatch-Waxman legislative scheme. On January 30, 2015, EPI informed all defendants that it no longer intends to assert U.S. Patent 7,851,482. EPI intends, and has been advised by Grünenthal that it too intends, to defend vigorously the intellectual property rights covering the formulation of Opana® ER designed to be crush-resistant and to pursue all available legal and regulatory avenues in defense of crush-resistant Opana® ER, including enforcement of the product's intellectual property rights and approved labeling. On March 20, 2015, EPI dismissed its suit against Par Pharmaceuticals based on a settlement. The effect of that settlement will vary depending on the outcome of the other lawsuits in this case. On March 23, 2015, EPI dismissed its suit against Sandoz Inc. based on Sandoz's change of the PIV certification to a PIII certification. A trial in this case was held from March 23, 2015 through April 24, 2015 in the United States District Court for the Southern District of New York against the remaining filers. We are awaiting a decision in that case. However, there can be no assurance that EPI and Grünenthal will be successful. If we are unsuccessful and Teva, Amneal, Sandoz, ThoRx, Par, Actavis or Impax is able to obtain FDA approval of its product, generic versions

of crush-resistant Opana® ER may be launched prior to the applicable patents' expirations in 2023 through 2029. Additionally, we cannot predict or determine the timing or outcome of this defense but will explore all options as appropriate in the best interests of the Company and EPI. In addition to the above litigation, it is possible that another generic manufacturer may also seek to launch a generic version of crush-resistant Opana® ER and challenge the applicable patents.

On August 19, 2014 and October 20, 2014, the United States Patent Office issued U.S. Patent Nos. 8,808,737 and 8,871,779 respectively, which cover a method of using Opana® ER and a highly pure version of the active pharmaceutical ingredient of Opana® ER. On November 7, 2014, EPI filed lawsuits against Teva, ThoRx, Par, Actavis, Impax, Ranbaxy, Roxane, Amneal, and Sandoz in the U.S. District Court for the District of Delaware alleging infringement of these new patents, which expire in 2027 and 2029, respectively.

Paragraph IV Certification on Fortesta® Gel

On January 18, 2013, EPI and its licensor Strakan Limited received a notice from Watson advising of the filing by Watson of an ANDA for a generic version of Fortesta® (testosterone) Gel. On February 28, 2013, EPI filed a lawsuit against Watson in the U.S. District Court for the Eastern District of Texas, Marshall division. Because the suit was filed within the 45-day period under the Hatch-Waxman Act for filing a patent infringement action, we believe that it triggered an automatic 30-month stay of approval under the Act. A two-day trial was held February 26 and 27, 2015 and we are awaiting a decision.

EPI intends, and has been advised by Strakan Limited that it too intends, to defend vigorously Fortesta® Gel and to pursue all available legal and regulatory avenues in defense of Fortesta® Gel, including enforcement of the product's intellectual property rights and approved labeling. However, there can be no assurance that EPI and Strakan will be successful. If EPI and Strakan are unsuccessful and Watson is able to obtain FDA approval of its product, Watson may be able to launch its generic version of Fortesta® Gel prior to the applicable patents' expirations in 2018. Additionally, we cannot predict or determine the timing or outcome of this litigation but will explore all options as appropriate in the best interests of the Company. In addition to the above litigation, it is possible that another generic manufacturer may also seek to launch a generic version of Fortesta® Gel and challenge the applicable patents.

Paragraph IV Certification on Frova®

As previously reported, in July 2011, EPI and its licensor, Vernalis Development Limited received a notice from Mylan Technologies Inc. (Mylan) advising of the filing by Mylan of an ANDA for a generic version of Frova® (frovatriptan succinate) 2.5 mg tablets. Mylan's notice included a Paragraph IV Notice with respect to U.S. Patent Nos. 5,464,864, 5,561,603, 5,637,611, 5,827,871 and 5,962,501, which cover Frova®. These patents are listed in the FDA's Orange Book and either have expired or will expire by 2015. As a result of this Paragraph IV Notice, on August 16, 2011, EPI filed a lawsuit against Mylan in the U.S. District Court for the District of Delaware alleging infringement of U.S. Patent Nos. 5,464,864, 5,637,611 and 5,827,871. Because the suit was filed within the 45-day period under the Hatch-Waxman Act for filing a patent infringement action, we believe that it triggered an automatic 30-month stay of approval under the Act. A trial in this case was held starting November 12, 2013. On January 28, 2014, the U.S. District Court for the District of Delaware issued a decision upholding the validity and infringement by Mylan of U.S. Patent No. 5,464,864. After the District court decision, Mylan moved to enforce a purported settlement entered into by the parties. A hearing was held in the U.S. District Court for the District of Delaware on March 18, 2014. As a result of that hearing, the court vacated the earlier decision, and held that Mylan and EPI had settled the Frova® litigation. The terms of that settlement allow Mylan to sell Mylan's generic frovatriptan succinate 2.5 mg tablets not earlier than four weeks prior to the expiration of U.S. Patent 5,464,864. EPI has appealed this decision. A hearing on that appeal was held on December 1, 2014. On December 4, 2014 the Federal Circuit affirmed the decision of the Lower Court that EPI and Mylan reached a settlement consistent with the terms outlined above. That settlement agreement was executed on June 15, 2015.

Other Legal Proceedings

In addition to the above proceedings, proceedings similar to those described above may also be brought in the future. Additionally, we and our subsidiaries are involved in, or have been involved in, arbitrations or various other legal proceedings that arise from the normal course of our business. We cannot predict the timing or outcome of these claims and other proceedings. Currently, neither we nor our subsidiaries are involved in any other legal proceedings that we expect to have a material effect on our business, financial condition, results of operations and cash flows.

NOTE 13. OTHER COMPREHENSIVE (LOSS) INCOME

The following table presents the tax effects allocated to each component of Other comprehensive (loss) income for the three months ended June 30 (in thousands):

	Three Months Ended June 30,					
	2015			2014		
	Before-Tax Amount	Tax (Expense) Benefit	Net-of-Tax Amount	Before-Tax Amount	Tax (Expense) Benefit	Net-of-Tax Amount
Net unrealized gain on securities:						
Unrealized gain arising during the period	$ 451	$ (250)	$ 201	$ 2,352	$ (318)	$ 2,034
Less: reclassification adjustments for (gain) loss realized in net (loss) income	—	—	—	—	—	—
Net unrealized gains	451	(250)	201	2,352	(318)	2,034
Foreign currency translation gain	10,516	(2,515)	8,001	44,404	(11)	44,393
Other comprehensive income	$ 10,967	$ (2,765)	$ 8,202	$ 46,756	$ (329)	$ 46,427

The following table presents the tax effects allocated to each component of Other comprehensive (loss) income for the six months ended June 30 (in thousands):

	Six Months Ended June 30,					
	2015			2014		
	Before-Tax Amount	Tax (Expense) Benefit	Net-of-Tax Amount	Before-Tax Amount	Tax (Expense) Benefit	Net-of-Tax Amount
Net unrealized gain on securities:						
Unrealized gain arising during the period	$ 2,649	$ (935)	$ 1,714	$ 1,795	$ (101)	$ 1,694
Less: reclassification adjustments for (gain) loss realized in net (loss) income	—	—	—	—	—	—
Net unrealized gains	2,649	(935)	1,714	1,795	(101)	1,694
Foreign currency translation (loss) gain	(120,863)	(2,484)	(123,347)	49,484	(14)	49,470
Other comprehensive (loss) income	$ (118,214)	$ (3,419)	$ (121,633)	$ 51,279	$ (115)	$ 51,164

The following is a summary of the accumulated balances related to each component of Other comprehensive (loss) income, net of taxes, at June 30, 2015 and December 31, 2014 (in thousands):

	June 30, 2015	December 31, 2014
Net unrealized gains (losses)	$ 1,230	$ (484)
Foreign currency translation loss	(250,307)	(123,604)
Accumulated other comprehensive loss	$ (249,077)	$ (124,088)

NOTE 14. SHAREHOLDERS' EQUITY

Changes in Shareholder's Equity

The following table displays a reconciliation of our beginning and ending balances in shareholders' equity for the six months ended June 30, 2015 (in thousands):

	Attributable to:		
	Endo International plc	Noncontrolling interests	Total Shareholders' Equity
Shareholders' equity at January 1, 2015	$ 2,374,757	$ 33,456	$ 2,408,213
Net loss	(326,137)	(107)	(326,244)
Other comprehensive loss	(121,084)	(549)	(121,633)
Compensation related to share-based awards	24,753	—	24,753
Tax withholding for restricted shares	(12,570)	—	(12,570)
Exercise of options	23,440	—	23,440
Buy-out of noncontrolling interests, net of contributions	(6,876)	(32,732)	(39,608)
Ordinary shares issued in connection with the Auxilium acquisition	1,519,320	—	1,519,320
Fair value of equity component of acquired Auxilium Notes	278,014	—	278,014
Conversion of Auxilium Notes	145,101	—	145,101
Ordinary shares issued	2,302,281	—	2,302,281
Equity issuance fees	(66,956)	—	(66,956)
Other	17,827	—	17,827
Shareholders' equity at June 30, 2015	$ 6,151,870	$ 68	$ 6,151,938

On June 10, 2015, we completed the sale of 27,627,628 ordinary shares, including 3,603,603 ordinary shares sold upon the exercise in full by the underwriters of their option to purchase additional ordinary shares from us, at a price of $83.25 per share, for aggregate gross proceeds to us of $2,300.0 million, before fees, in order to finance a portion of the pending Par acquisition (described in more detail in Note 5. Acquisitions). The net proceeds of this share issuance, totaling $2,235.1 million are included as a component of Cash and cash equivalents at June 30, 2015.

During the six months ended June 30, 2015, the Company completed a buy-out of the noncontrolling interest associated with our Litha subsidiary. The following table reflects the effect on the Company's equity for the six months ended June 30, 2015 (in thousands):

Adjustment to Accumulated other comprehensive loss related to the reallocation (from noncontrolling to controlling interests) of foreign currency translation loss attributable to our noncontrolling interest in Litha	$ (3,904)
Decrease in noncontrolling interests for buy-out of Litha	(32,732)
Decrease in additional paid-in capital for buy-out of Litha	(2,972)
Total cash consideration paid related to buy-out of Litha	$ (39,608)

The following table displays a reconciliation of our beginning and ending balances in shareholders' equity for the six months ended June 30, 2014 (in thousands):

	Attributable to:		
	Endo International plc	Noncontrolling interests	Total Shareholders' Equity
Shareholders' equity at January 1, 2014	$ 526,018	$ 59,198	$ 585,216
Net (loss) income	(415,752)	2,860	(412,892)
Other comprehensive income (loss)	53,106	(1,942)	51,164
Compensation related to share-based awards	14,376	—	14,376
Tax withholding for restricted shares	(22,803)	—	(22,803)
Exercise of options	31,616	—	31,616
Distributions to noncontrolling interests	—	(6,144)	(6,144)
Buy-out of noncontrolling interests, net of contributions	—	(82)	(82)
Addition of Paladin noncontrolling interests due to acquisition	—	40,600	40,600
Removal of HealthTronics, Inc. noncontrolling interests due to disposition	—	(57,359)	(57,359)
Ordinary shares issued in connection with the Paladin acquisition	2,844,279	—	2,844,279
Repurchase of convertible senior subordinated notes due 2015	(309,737)	—	(309,737)
Settlement of ordinary share warrants	(242,192)	—	(242,192)
Settlement of the hedge on convertible senior subordinated notes due 2015	302,113	—	302,113
Other	26,465	—	26,465
Shareholders' equity at June 30, 2014	$ 2,807,489	$ 37,131	$ 2,844,620

As part of the reorganization upon consummation of the Paladin acquisition, EHSI Common stock and Treasury stock in the amounts of $1.5 million and $763.1 million, respectively, were retired and reclassified into Additional paid-in capital.

Share-Based Compensation

During the three months ended June 30, 2015, the Company's shareholders approved the 2015 Stock Incentive Plan (the 2015 Plan). Under the 2015 Plan, 10.0 million ordinary shares, which included the transfer of 5.0 million shares available to be granted under the 2010 Stock Incentive Plan as of the date the 2015 Plan became effective, have been reserved for the grant of stock options (including incentive stock options), stock appreciation rights, restricted stock awards, performance awards and other share based awards, which may be issued at the discretion of the Company's board of directors from time to time. Upon the 2015 Plan becoming effective, all other existing stock incentive plans were terminated.

As further discussed in Note 3. Discontinued Operations the operating results of the Company's AMS and HealthTronics businesses are reported as Discontinued operations, net of tax in the Condensed Consolidated Statements of Operations for all periods presented. However, as share-based compensation is not material for these businesses, amounts below related to share-based compensation have not been adjusted to exclude the impact of these businesses.

The Company recognized share-based compensation expense of $10.9 million and $62.4 million during the three and six months ended June 30, 2015, respectively, compared to $6.8 million and $14.4 million during the three and six months ended June 30, 2014, respectively. The share-based compensation expense recognized during the six months ended June 30, 2015 includes a charge related to the acceleration of Auxilium employee equity awards at closing of $37.6 million. As of June 30, 2015, the total remaining unrecognized compensation cost related to all non-vested share-based compensation awards amounted to $76.3 million. As of June 30, 2015, the weighted average remaining requisite service period of the non-vested stock options was 2.3 years and 2.0 years for non-vested restricted stock units.

NOTE 15. OTHER EXPENSE (INCOME), NET

The components of Other expense (income), net for the three and six months ended June 30 are as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Foreign currency (gain) loss, net	2,578	3,665	(20,556)	4,271
Equity loss (earnings) from unconsolidated subsidiaries, net	900	(5,233)	1,751	(7,140)
Other than temporary impairment of equity investment	18,869	—	18,869	—
Costs associated with unused financing commitments	2,261	—	14,071	—
Other miscellaneous	(115)	(5,028)	(1,637)	(10,135)
Other expense (income), net	$ 24,493	$ (6,596)	$ 12,498	$ (13,004)

NOTE 16. INCOME TAXES

During the three months ended June 30, 2015, we recognized an income tax benefit of $12.7 million on $103.6 million of loss from continuing operations before income tax, compared to $4.8 million of tax expense on $45.4 million of income from continuing operations before income tax during the comparable 2014 period. The tax benefit for the current period is primarily related to benefits resulting from current period losses from continued operations. Tax expense for the comparable 2014 period was primarily related to an unfavorable tax adjustment resulting from the non-deductibility of charges accrued in the prior year period related to the excise tax reimbursement of directors and certain employees excise tax liabilities pursuant to section 4985 of the Internal Revenue Code. This reimbursement was approved by shareholders at a special meeting to vote upon the Paladin transaction.

During the six months ended June 30, 2015, we recognized an income tax benefit of $179.6 million on $120.0 million of loss from continuing operations before income tax, compared to $17.5 million of tax expense on $10.7 million of income from continuing operations before income tax during the comparable 2014 period. The tax benefit for the current period is primarily related to benefits resulting from the expected realization of deferred tax assets in the foreseeable future related to certain components of our AMS business, which we classified as held-for-sale in the first quarter 2015. Tax expense for the comparable 2014 period was primarily related to an unfavorable tax adjustment resulting from the non-deductible excise tax due as a result of the Paladin transaction, which closed in the comparable prior period.

NOTE 17. NET (LOSS) INCOME PER SHARE

The following is a reconciliation of the numerator and denominator of basic and diluted net (loss) income per share for the three and six months ended June 30 (in thousands, except per share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Numerator:				
(Loss) income from continuing operations	$ (90,894)	$ 40,575	$ 59,598	$ (6,826)
Less: Net loss from continuing operations attributable to noncontrolling interests	(107)	(774)	(107)	(674)
(Loss) income from continuing operations attributable to Endo International plc ordinary shareholders	(90,787)	41,349	59,705	(6,152)
Loss from discontinued operations attributable to Endo International plc ordinary shareholders, net of tax	(159,632)	(20,189)	(385,842)	(409,600)
Net (loss) income attributable to Endo International plc ordinary shareholders	$ (250,419)	$ 21,160	$ (326,137)	$ (415,752)
Denominator:				
For basic per share data—weighted average shares	185,328	152,368	177,490	140,252
Dilutive effect of ordinary share equivalents	—	2,282	2,091	—
Dilutive effect of various convertible notes and warrants	—	8,719	3,241	—
For diluted per share data—weighted average shares	185,328	163,369	182,822	140,252

Basic net (loss) income per share data is computed based on the weighted average number of ordinary shares outstanding during the period. Diluted (loss) income per share data is computed based on the weighted average number of ordinary shares outstanding and, if there is net income from continuing operations attributable to Endo International plc ordinary shareholders during the period,

the dilutive impact of ordinary share equivalents outstanding during the period. Ordinary share equivalents are measured under the treasury stock method.

All stock options and stock awards were excluded from the diluted share calculation for the three months ended June 30, 2015 because their effect would have been anti-dilutive, as the Company was in a loss position. For the three months ended June 30, 2014, stock options and stock awards of 0.8 million were excluded from the diluted share calculation because their effect would have been anti-dilutive. For the six months ended June 30, 2015 stock options and stock awards of 1.0 million were excluded from the diluted share calculation because their effect would have been anti-dilutive. All stock options and stock awards were excluded from the diluted share calculation for the six months ended June 30, 2014 because their effect would have been anti-dilutive, as the Company was in a loss position.

The 1.75% Convertible Senior Subordinated Notes due April 15, 2015 were only included in the dilutive net (loss) income per share calculations using the treasury stock method during periods in which the average market price of our ordinary shares was above the applicable conversion price of the Convertible Notes, or $29.20 per share, and the impact would not have been anti-dilutive. In these periods, under the treasury stock method, we calculated the number of shares issuable under the terms of these notes based on the average market price of the shares during the period, and included that number in the total diluted shares outstanding for the period.

We entered into convertible note hedge and warrant agreements, which have subsequently been settled, that, in combination, had the economic effect of reducing the dilutive impact of the Convertible Notes. However, we separately analyzed the impact of the convertible note hedge and the warrant agreements on diluted weighted average shares outstanding. As a result, the purchases of the convertible note hedges were excluded because their impact would have been be anti-dilutive. The treasury stock method was applied when the warrants were in-the-money with the proceeds from the exercise of the warrant used to repurchase shares based on the average share price in the calculation of diluted weighted average shares. Until the warrants were in-the-money, they had no impact to the diluted weighted average share calculation.

The dilutive impact of the Auxilium Notes was calculated using the if-converted method, assuming the notes were converted at the time of issuance.

All convertible notes and warrants were excluded from the diluted share calculation for the three months ended June 30, 2015 and the six months ended June 30, 2014 because their effect would have been anti-dilutive, as the Company was in a loss position.

NOTE 18. SUBSEQUENT EVENTS

6.00% Senior Notes Due 2023

In July 2015, Endo DAC, Endo Finance LLC and Endo Finco Inc. (collectively, the Issuers) issued $1.64 billion in aggregate principal amount of 6.00% senior notes due July 2023 (the 2023 Notes). The 2023 Notes were issued in a private offering for resale to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended.

The 2023 Notes are senior unsecured obligations of the Issuers and are guaranteed on a senior unsecured basis by certain of the Company's subsidiaries. Interest on the 2023 Notes is payable semiannually in arrears on January 15 and July 15 of each year, beginning on January 15, 2016. The 2023 Notes will mature on July 15, 2023, subject to earlier repurchase or redemption in accordance with the terms of the 2023 Notes indenture incorporated by reference herein.

The 2023 Notes were issued to, together with the Incremental Term Loan B Facility and cash on hand, (i) fund the purchase price of the Par acquisition, as well as for repayments of indebtedness of Par and certain transaction expenses, (ii) refinance the Company's existing 2014 Term Loan B Facility, and (iii) redeem all $499.9 million aggregate principal amount outstanding of the 7.00% Senior Notes due 2019, which redemption occurred in July 2015. The Company intends to use any remaining proceeds for general corporate purposes, including acquisitions and debt repayments.

On or after July 15, 2018, the Issuers may on any one or more occasions redeem all or a part of the 2023 Notes, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest, if redeemed during the twelve-month period beginning on July 15 of the years indicated below:

Payment Dates (between indicated dates)	Redemption Percentage
From July 15, 2018 to and including July 14, 2019	104.500 %
From July 15, 2019 to and including July 14, 2020	103.000 %
From July 15, 2020 to and including July 14, 2021	101.500 %
From July 15, 2021 and thereafter	100.000 %

In addition, at any time prior to July 15, 2018, the Issuers may on any one or more occasions redeem all or a part of the 2023 Notes at a specified redemption price set forth in the indenture, plus accrued and unpaid interest. In addition, prior to July 15, 2018, the Issuers may redeem up to 35% of the aggregate principal amount of the 2023 Notes with the net cash proceeds from specified equity offerings at a redemption price equal to 106.000% of the aggregate principal amount of the 2023 Notes redeemed, plus accrued and unpaid interest. If Endo DAC experiences certain change of control events, the Issuers must offer to repurchase the 2023 Notes at 101% of their principal amount, plus accrued and unpaid interest.

The 2023 Notes indenture contains covenants that, among other things, restrict Endo DAC's ability and the ability of its restricted subsidiaries to incur certain additional indebtedness and issue preferred stock, make restricted payments, sell certain assets, agree to payment restrictions on the ability of restricted subsidiaries to make payments to Endo DAC, create certain liens, merge, consolidate or sell substantially all of Endo DAC's assets, or enter into certain transactions with affiliates. These covenants are subject to a number of important exceptions and qualifications, including the fall away or revision of certain of these covenants upon the 2023 Notes receiving investment grade credit ratings.

In the event that the acquisition of Par is not consummated on or prior to February 12, 2016 or the Company determines to abandon or terminate the acquisition at any time prior thereto, the Issuers will be required to redeem $1.44 billion aggregate principal amount of the 2023 Notes at a special mandatory redemption price equal to 100% of the issue price of the 2023 Notes, plus accrued and unpaid interest, if any, to, but not including, the special redemption date.

Redemption of 2019 Senior Notes

In July 2015, the Company's wholly-owned subsidiaries, Endo Finance LLC and Endo Finco Inc., redeemed all $481.9 million aggregate principal amount outstanding of their 7.00% Senior Notes due 2019 (2019 Endo Finance Notes) and the Company's wholly-owned subsidiary, EHSI, redeemed all $18.0 million aggregate principal amount outstanding of its 7.00% Senior Notes due 2019 (2019 EHSI Notes). The aggregate redemption price included a redemption fee of $17.5 million, or 3.5% of the aggregate principal amount of the 2019 Endo Finance Notes and the 2019 EHSI Notes, plus accrued and unpaid interest to, but not including, the redemption date.

Disposition of the AMS Men's Heath Business

On August 3, 2015, the Company completed the sale of the Men's Health and Prostate Health components of its AMS business to Boston Scientific Corporation.

Item 2. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

The following Management's Discussion and Analysis of Financial Condition and Results of Operations describes the principal factors affecting the results of operations, liquidity and capital resources and critical accounting estimates at Endo International plc. This discussion should be read in conjunction with the accompanying quarterly unaudited Condensed Consolidated Financial Statements and our Annual Report on Form 10-K, for the year ended December 31, 2014 (Annual Report). Our Annual Report includes additional information about our significant accounting policies, practices and the transactions that underlie our financial results, as well as a detailed discussion of the most significant risks and uncertainties associated with our financial and operating results. Except for the historical information contained in this Report, including the following discussion, this Report contains forward-looking statements that involve risks and uncertainties. See "Forward-Looking Statements" beginning on page i of this Report.

In prior periods, our Condensed Consolidated Financial Statements present the accounts of Endo Health Solutions Inc. and all of its subsidiaries (EHSI). Endo International plc was incorporated in Ireland on October 31, 2013 as a private limited company and re-registered effective February 18, 2014 as a public limited company. It was established for the purpose of facilitating the business combination between EHSI and Paladin Labs Inc. (Paladin). On February 28, 2014, it became the successor registrant of EHSI and Paladin in connection with the consummation of certain transactions further described elsewhere in our Condensed Consolidated Financial Statements included in Part I, Item 1. of this Quarterly Report on Form 10-Q. In addition, on February 28, 2014, the shares of Endo International plc began trading on the NASDAQ under the symbol "ENDP," the same symbol under which EHSI's shares previously traded, as well as on the Toronto Stock Exchange under the symbol "ENL". References throughout to "Endo", the "Company", "we", "our" or "us" refer to financial information and transactions of Endo Health Solutions Inc. prior to February 28, 2014 and Endo International plc thereafter.

The majority of the assets and liabilities of the American Medical Systems Holdings, Inc. (AMS) business, previously known as the Devices segment, are classified as held for sale in the Condensed Consolidated Balance Sheets. Certain of AMS's assets and liabilities, primarily with respect to its product liability accrual for all known pending and estimated future claims related to vaginal mesh cases, the related Qualified Settlement Funds and certain intangible and fixed assets, are not classified as held for sale based on management's current expectation that these assets and liabilities will remain with the Company subsequent to sale. The operating results of this business are reported as Discontinued operations, net of tax in the Condensed Consolidated Statements of Operations for all periods presented.

Until it was sold on February 3, 2014, the assets and liabilities of the HealthTronics business, previously known as the HealthTronics segment, were classified as held for sale in the Condensed Consolidated Balance Sheets. The operating results of this business are reported as Discontinued operations, net of tax in the Condensed Consolidated Statements of Operations for all periods presented.

EXECUTIVE SUMMARY

The following significant events and transactions occurred during the six months ended June 30, 2015, as discussed in further detail in the Condensed Consolidated Financial Statements included in Part I, Item 1. of this Quarterly Report on Form 10-Q. For a complete list of Company events see the Investors section of the Company website at www.endo.com.

- On January 27, 2015, certain of the Company's subsidiaries issued $1.20 billion in aggregate principal amount of 6.00% senior notes due 2025 (the 2025 Notes). The 2025 Notes were issued to (i) finance its acquisition of Auxilium Pharmaceuticals, Inc. (Auxilium), (ii) refinance certain indebtedness of Auxilium and (iii) pay related transaction fees and expenses.
- On January 29, 2015, the Company's Endo U.S., Inc. subsidiary acquired Auxilium, a fully integrated specialty biopharmaceutical company with a focus on developing and commercializing innovative products for specific patient's needs, for equity and cash consideration of $2.6 billion.
- On January 29, 2015, in connection with the consummation of the merger, Endo and Auxilium entered into an agreement relating to Auxilium's $350.0 million of 1.50% convertible senior notes due 2018 (the Auxilium Notes), pursuant to which Endo became a co-obligor of Auxilium's obligations under the Auxilium Notes. From the closing of the acquisition on January 29, 2015, during the first quarter of 2015, holders of the Auxilium Notes converted substantially all of the Auxilium Notes.
- In February 2015, Paladin acquired substantially all of Litha Healthcare Group Limited's (Litha's) remaining outstanding ordinary share capital that it did not own for consideration of approximately $40 million.
- On February 23, 2015, the U.S. Food and Drug Administration (FDA) accepted the NDA for Belbuca™ (buprenorphine HCl) Buccal Film for substantive review.
- On March 16, 2015, Endo announced the commercial availability of Natesto™ (testosterone nasal gel), the first and only testosterone nasal gel for replacement therapy in adult males diagnosed with hypogonadism.
- In April 2015, the Company settled all of the remaining outstanding 1.75% Convertible Senior Subordinated Notes Due 2015 with a remaining aggregate principal amount of $98.7 million, paid related accrued interest and settled the remaining amount of the associated call options. In June 2015, the Company settled the remaining amount of the associated warrants.

- In May 2015, Litha Pharma (Pty) Limited, a subsidiary of the Company, entered into an agreement to acquire a broad portfolio of branded and generic injectable and established products focused on pain, anti-infectives, cardiovascular and other specialty therapeutics areas from a subsidiary of Aspen Holdings, a leading publicly-traded South African company that supplies branded and generic products in more than 150 countries, and from GlaxoSmithKline plc (GSK). The transaction is expected to expand Endo's presence in South Africa. Under the terms of the agreement, the subsidiary of Aspen Holdings and GSK will receive a one-time payment of approximately $150 million subject to usual and customary closing adjustments. The transaction is expected to close in the second half of 2015.
- In May 2015, the Company announced that it had entered into a definitive agreement pursuant to which the Company shall acquire privately held Par Pharmaceutical Holdings, Inc. (Par) from TPG Capital North America in a transaction valued at $8.05 billion, including the assumption of Par debt. The purchase price consists of 18.0 million shares ($1.55 billion of value based on the 10-day volume weighted average share price ending on May 15, 2015) of the Company's equity and $6.50 billion of cash consideration to Par shareholders, subject to certain adjustments. The transaction is expected to close in the second half of 2015.
- In June 2015, the Company issued 27,627,628 ordinary shares at $83.25 per share for a total of $2,300.0 million, before fees, in order to finance a portion of the pending Par acquisition.
- In July 2015, the Company issued $1.64 billion in aggregate principal amount of 6.00% senior notes due 2023 (the 2023 Notes). The 2023 Notes were issued in a private offering for resale to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended. The 2023 Notes were issued to (i) finance its acquisition of Par, (ii) refinance certain indebtedness of Par and (iii) pay related transaction fees and expenses.
- In July 2015, the Company's wholly-owned subsidiaries, Endo Finance LLC and Endo Finco Inc., redeemed all $481.9 million aggregate principal amount outstanding of their 7.00% Senior Notes due 2019 (2019 Endo Finance Notes) and the Company's wholly-owned subsidiary, EHSI, redeemed all $18.0 million aggregate principal amount outstanding of its 7.00% Senior Notes due 2019 (2019 EHSI Notes). The aggregate redemption price included a redemption fee of $17.5 million, or 3.5% of the aggregate principal amount of the 2019 Endo Finance Notes and the 2019 EHSI Notes, plus accrued and unpaid interest to, but not including, the redemption date.
- On August 3, 2015, the Company completed the sale of the Men's Health and Prostate Health components of its AMS business to Boston Scientific Corporation.

RESULTS OF OPERATIONS

Our quarterly results have fluctuated in the past, and may continue to fluctuate. These fluctuations are primarily due to (1) the timing of mergers, acquisitions and other business development activity, (2) the timing of new product launches, (3) purchasing patterns of our customers, (4) market acceptance of our products, (5) the impact of competitive products and products we recently acquired, (6) pricing of our products and (7) litigation-related charges. These fluctuations are also attributable to charges incurred for compensation related to share-based payments, amortization of intangible assets, asset impairment charges and certain upfront, milestone and other payments made or accrued pursuant to acquisition or licensing agreements.

Consolidated Results Review

Total Revenues. Total revenues for the three and six months ended June 30, 2015 increased 24% to $735.2 million and 36% to $1,449.3 million, respectively, from the comparable 2014 period. This revenue increase was primarily attributable to growth in our U.S. Generic Pharmaceuticals segment and revenues related to our February 2014 acquisition of Paladin, July 2014 acquisition of Grupo Farmacéutico Somar, Sociedad Anónima Promotora de Inversión de Capital Variable (Somar) and January 2015 acquisition of Auxilium. The increases were partially offset by decreased revenues from our U.S. Branded Pharmaceuticals segment, driven mainly by decreased Lidoderm® revenues related to generic competition.

Gross margin, costs and expenses. The following table sets forth costs and expenses for the three and six months ended June 30, 2015 and 2014 (dollars in thousands):

	Three Months Ended June 30,				Six Months Ended June 30,			
	2015		2014		2015		2014	
	$	% of Revenue	$	% of Revenue	$	% of Revenue	$	% of Revenue
Cost of revenues	$ 438,858	60	$ 303,445	51	$ 823,124	57	$ 516,124	49
Selling, general and administrative	154,491	21	124,366	21	366,069	25	284,432	27
Research and development	18,984	3	30,406	5	36,881	3	61,352	6
Litigation-related and other contingencies, net	6,875	1	3,954	1	19,875	1	3,954	—
Asset impairment charges	70,243	10	—	—	77,243	5	—	—
Acquisition-related and integration items	44,225	6	19,618	3	78,865	5	64,887	6
Total costs and expenses*	$ 733,676	100	$ 481,789	81	$ 1,402,057	97	$ 930,749	88

* Percentages may not add due to rounding.

Cost of revenues and gross margin. Cost of revenues for the three and six months ended June 30, 2015 increased 45% to $438.9 million and 59% to $823.1 million, respectively, from the comparable 2014 periods. These increases were primarily attributable to increased costs related to our acquisitions of Paladin, Sumavel® DosePro® (Sumavel), Somar, DAVA Pharmaceuticals, Inc. (DAVA) and Auxilium. Gross margins for the three months ended June 30, 2015 decreased to 40% from 49% in the comparable 2014 period. Gross margins for the six months ended June 30, 2015 decreased to 43% from 51% in the comparable 2014 period. These decreases were primarily attributable to growth in lower margin generic pharmaceutical product sales, increased intangible asset amortization and inventory step-up amortization as a result of recent acquisitions and a decline in higher margin branded pharmaceutical product sales due to generic competition on certain products.

Selling, general and administrative expenses. Selling, general and administrative expenses for the three and six months ended June 30, 2015 increased 24% to $154.5 million and 29% to $366.1 million, respectively, from the comparable 2014 periods. These increases were primarily a result of the acquisitions of Paladin, Sumavel, Somar, DAVA and Auxilium, including a charge during the first quarter of 2015 related to the acceleration of Auxilium employee equity awards at closing of $37.6 million and restructuring charges related to the Auxilium acquisition. These increases were partially offset by a non-recurring $55.3 million charge during the six months ended June 30, 2014 for the reimbursement of directors' and certain employee's excise tax liabilities pursuant to Section 4985 of the Internal Revenue Code, which were approved by the Company's shareholders on February 26, 2014. These liabilities resulted from the shareholder gain from the merger between Endo and Paladin.

Research and development expenses. Research and development (R&D) expenses for the three and six months ended June 30, 2015 decreased 38% to $19.0 million and 40% to $36.9 million, respectively, from the comparable 2014 periods. These decreases were primarily attributable to a $10.0 million milestone charge incurred during each of the first and second quarters of 2014 related to the achievement of certain Belbuca™ clinical milestones and decreases to branded pharmaceutical product expenses as we focused our efforts on a limited number of key products in development.

Litigation-related and other contingencies, net. Charges for Litigation-related and other contingencies, net for the three and six months ended June 30, 2015 totaled $6.9 million and $19.9 million, respectively, compared to $4.0 million and $4.0 million for three and six months ended June 30 2014, respectively. These amounts mainly relate to an increase in charges associated with certain litigation matters. The Company's legal proceedings and other contingent matters are described in more detail in Note 12. Commitments and Contingencies of the Condensed Consolidated Financial Statements included in Part I, Item 1. of this Quarterly Report on Form 10-Q.

Asset impairment charges. Asset impairment charges for the three and six months ended June 30, 2015 totaled $70.2 million and $77.2 million, respectively, compared to no charges in the comparable 2014 periods. These increases primarily relate to a second quarter asset impairment charge of $70.2 million on certain intangible assets of our U.S. Generic Pharmaceuticals segment and a first quarter impairment charge of $7.0 million on certain leasehold improvements associated with our Auxilium subsidiary's former headquarters.

Acquisition-related and integration items. Acquisition-related and integration items for the three and six months ended June 30, 2015 increased 125% to $44.2 million and 22% to $78.9 million, respectively, from the comparable 2014 periods. These

increases were primarily attributable to costs associated with our acquisition of Auxilium, which closed during the first quarter of 2015, and pending acquisition of Par, compared to the acquisitions of Paladin and Boca, which closed during the first quarter of 2014.

Interest expense, net. The components of Interest expense, net for the three and six months ended June 30, 2015 and 2014 are as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Interest expense	$ 80,980	$ 53,483	$ 154,829	$ 107,654
Interest income	(369)	(1,300)	(1,079)	(2,079)
Interest expense, net	$ 80,611	$ 52,183	$ 153,750	$ 105,575

Interest expense for the three and six months ended June 30, 2015 increased 51% to $81.0 million and 44% to $154.8 million, respectively, from the comparable 2014 periods. These increases were primarily attributable to increases in our average total indebtedness to $5.5 billion during the three months ended June 30, 2015 from $4.2 billion in the comparable 2014 period and to $5.1 billion during the six months ended June 30, 2015 from $4.1 billion in the comparable 2014 period.

Loss on extinguishment of debt. Loss on extinguishment of debt totaled $1.0 million during the six months ended June 30, 2015. There were not any charges recognized for loss on extinguishment of debt during the three months ended June 30, 2015. This compares to $20.1 million and $29.7 million, respectively, during the comparable 2014 periods. These amounts relate to our various debt-related transactions in 2015 and 2014. See Note 11. Debt of the Condensed Consolidated Financial Statements included in Part I, Item 1. of this Quarterly Report on Form 10-Q.

Other expense (income), net. The components of Other expense (income), net for the three and six months ended June 30, 2015 and 2014 are as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Foreign currency (gain) loss, net	$ 2,578	$ 3,665	$ (20,556)	$ 4,271
Equity loss (earnings) from unconsolidated subsidiaries, net	900	(5,233)	1,751	(7,140)
Other than temporary impairment of equity investment	18,869	—	18,869	—
Costs associated with unused financing commitments	2,261	—	14,071	—
Other miscellaneous	(115)	(5,028)	(1,637)	(10,135)
Other expense (income), net	$ 24,493	$ (6,596)	$ 12,498	$ (13,004)

During the three months ended June 30, 2015, the Company recognized an other than temporary impairment of our Litha joint venture investment totaling $18.9 million, reflecting the excess carrying value of this investment over its estimated fair value.

Income tax (benefit) expense. During the three months ended June 30, 2015, we recognized an income tax benefit of $12.7 million on $103.6 million of loss from continuing operations before income tax, compared to $4.8 million of tax expense on $45.4 million of income from continuing operations before income tax during the comparable 2014 period. The tax benefit for the current period is primarily related to benefits resulting from current period losses from continued operations. Tax expense for the comparable 2014 period was primarily related to an unfavorable tax adjustment resulting from the non-deductible excise tax due as a result of the Paladin transaction, which closed in the comparable prior period.

During the six months ended June 30, 2015, we recognized an income tax benefit of $179.6 million on $120.0 million of loss from continuing operations before income tax, compared to $17.5 million of tax expense on $10.7 million of income from continuing operations before income tax during the comparable 2014 period. The tax benefit for the current period is primarily related to benefits resulting from the expected realization of deferred tax assets in the foreseeable future related to certain components of our AMS business, which we classified as held-for-sale in the first quarter 2015. Tax expense for the comparable 2014 period was primarily related to an unfavorable tax adjustment resulting from the non-deductibility of charges accrued in the prior year period related to excise tax reimbursement of directors and certain employees excise tax liabilities pursuant to section 4985 of the Internal Revenue Code. This reimbursement was approved by shareholders at a special meeting to vote upon the Paladin transaction.

Discontinued operations, net of tax. As a result of our plan to sell our AMS business, which comprises the entirety of our Devices segment, as well as our February 2014 sale of our HealthTronics business, the operating results of these businesses are reported as Discontinued operations, net of tax in the Condensed Consolidated Statements of Operations for all periods presented. The results of our discontinued operations totaled $159.6 million and $385.8 million of loss, net of tax, during the three and six months ended June 30, 2015 compared to $20.2 million and $406.1 million of loss, net of tax, in the comparable 2014 periods. The fluctuation in Discontinued operations, net of tax during the three months ended June 30, 2015 compared to the prior period was mainly related to

an increase in litigation charges of $236.6 million associated with mesh-related product liability claimants and a $22.0 million non-recurring insurance recovery related to the mesh litigation in the prior year, partially offset by a decrease in income tax expense of $108.8 million due primarily to an increase in pre-tax losses. The fluctuation in Discontinued operations, net of tax during the six months ended June 30, 2015 compared to the prior period was mainly related to a decrease in litigation charges of $384.4 million, partially offset by an impairment charge of $222.8 million recorded during the six months ended June 30, 2015 based on the estimated fair values of the underlying disposal groups, less the costs to sell, and a decrease in income tax benefit of $115.7 million due primarily to a decrease in pre-tax losses.

Net (loss) income attributable to noncontrolling interests. The Company historically owned majority controlling interests in certain entities through HealthTronics and its subsidiaries and Paladin and its subsidiaries, including Litha. In February 2015, Paladin acquired substantially all of Litha's remaining outstanding ordinary share capital that it did not own for consideration of approximately $40 million. Additionally, prior to the sale of our HealthTronics business in February 2014, HealthTronics, Inc. owned interests in various partnerships and limited liability corporations (LLCs) where HealthTronics, Inc., as the general partner or managing member, exercised effective control. In accordance with the accounting consolidation principles, we consolidated various entities which neither we nor our subsidiaries owned 100%. Net (loss) income attributable to noncontrolling interests relates to the portion of the net income of these entities not attributable, directly or indirectly, to our ownership interests. The Company recognized $0.1 million and $0.1 million of loss during the three and six months ended June 30, 2015 compared to $0.8 million of loss and $2.9 million of income in the comparable 2014 periods as a result of the HealthTronics and Paladin transactions mentioned above.

2015 Outlook

We estimate that our 2015 total revenues will be between $2.90 billion and $3.00 billion. This estimate is based on our expectation of growth for company revenues from our core products and the full year impact of our 2014 acquisitions, as well as revenues from the acquisition of Auxilium Pharmaceuticals, Inc. which closed on January 29, 2015. The estimate reflects results from AMS classified as Discontinued Operations. We consistently apply our lean operating model principles to streamline general and administrative expenses, optimize commercial spend and focus research and development efforts onto lower-risk projects and higher-return investments to Endo's current business and in the identification of value-creation from strategic acquisitions. The Company also intends to seek growth both internally and through acquisitions in order to support our objective of transforming Endo into a leading global specialty pharmaceuticals company. There can be no assurance that the Company will achieve these results.

Business Segment Results Review

As a result of the Company's first quarter 2015 announcement of its plan to sell its AMS business, the results of our Devices are included in Discontinued operations, net of tax in our Condensed Consolidated Statements of Operations. The three reportable business segments in which the Company now operates are: (1) U.S. Branded Pharmaceuticals, (2) U.S. Generic Pharmaceuticals and (3) International Pharmaceuticals. These segments reflect the level at which executive management regularly reviews financial information to assess performance and to make decisions about resources to be allocated. Each segment derives revenue from the sales or licensing of its respective products and is discussed in more detail below.

We evaluate segment performance based on each segment's adjusted income (loss) from continuing operations before income tax, a financial measure not determined in accordance with U.S. GAAP, which we define as (loss) income from continuing operations before income tax before certain upfront and milestone payments to partners; acquisition-related and integration items, including transaction costs, earn-out payments or adjustments, changes in the fair value of contingent consideration and bridge financing costs; cost reduction and integration-related initiatives such as separation benefits, retention payments, other exit costs and certain costs associated with integrating an acquired company's operations; excess costs that will be eliminated pursuant to integration plans; asset impairment charges; amortization of intangible assets; inventory step-up recorded as part of our acquisitions; certain non-cash interest expense; litigation-related and other contingent matters; gains or losses from early termination of debt and hedging activities; foreign currency gains or losses on intercompany financing arrangements; and certain other items that the Company believes do not reflect its core operating performance.

Certain of the corporate general and administrative expenses incurred by the Company are not attributable to any specific segment. Accordingly, these costs are not allocated to any of the Company's segments and are included in the results below as "Corporate unallocated", including interest expense. The Company's consolidated adjusted income from continuing operations before income tax is equal to the combined results of each of its segments less these unallocated corporate costs.

We refer to adjusted income (loss) from continuing operations before income tax in making operating decisions because we believe it provides meaningful supplemental information regarding the Company's operational performance. For instance, we believe that this measure facilitates its internal comparisons to its historical operating results and comparisons to competitors' results. The Company believes this measure is useful to investors in allowing for greater transparency related to supplemental information used by us in our financial and operational decision-making. In addition, we have historically reported similar financial measures to our investors and believe that the inclusion of comparative numbers provides consistency in our financial reporting at this time. Further, we believe that adjusted income (loss) from continuing operations before income tax may be useful to investors as we are aware that

certain of our significant shareholders utilize adjusted income (loss) from continuing operations before income tax to evaluate our financial performance. Finally, adjusted income (loss) from continuing operations before income tax is utilized in the calculation of adjusted diluted income per share, which is used by the Compensation Committee of the Company's Board of Directors in assessing the performance and compensation of substantially all of our employees, including our executive officers.

There are limitations to using financial measures such as adjusted income (loss) from continuing operations before income tax. Other companies in our industry may define adjusted income (loss) from continuing operations before income tax differently than we do. As a result, it may be difficult to use adjusted income (loss) from continuing operations before income tax or similarly named adjusted financial measures that other companies may use to compare the performance of those companies to our performance. Because of these limitations, adjusted income (loss) from continuing operations before income tax should not be considered as a measure of the income generated by our business or discretionary cash available to us to invest in the growth of our business. The Company compensates for these limitations by providing reconciliations of our segment adjusted income from continuing operations before income tax to our consolidated (loss) income from continuing operations before income tax, which is determined in accordance with U.S. GAAP and included in our Condensed Consolidated Statements of Operations.

Revenues. The following table displays our revenue by reportable segment for the three and six months ended June 30, 2015 and 2014 (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Net revenues to external customers:				
U.S. Branded Pharmaceuticals	$ 315,913	$ 248,547	$ 600,420	$ 482,712
U.S. Generic Pharmaceuticals	338,326	272,213	695,288	484,068
International Pharmaceuticals (1)	80,927	72,088	153,586	96,910
Total net revenues to external customers	$ 735,166	$ 592,848	$ 1,449,294	$ 1,063,690

(1) Revenues generated by our International Pharmaceuticals segment are primarily attributable to Canada, Mexico and South Africa.

U.S. Branded Pharmaceuticals. The following table displays the significant components of our U.S. Branded Pharmaceuticals revenues to external customers for the three and six months ended June 30, 2015 and 2014 (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Pain:				
Lidoderm®	$ 30,186	$ 43,002	$ 55,346	$ 76,082
Opana® ER	43,097	54,109	89,956	101,062
Percocet®	32,444	31,543	68,743	60,523
Voltaren® Gel	51,006	45,797	96,477	83,356
	$ 156,733	$ 174,451	$ 310,522	$ 321,023
Urology Retail:				
Fortesta® Gel, including Authorized Generic	$ 14,538	$ 12,004	$ 29,028	$ 23,147
Testim®, including Authorized Generic	11,416	—	20,845	—
	$ 25,954	$ 12,004	$ 49,873	$ 23,147
Specialty:				
Supprelin® LA	$ 17,796	$ 17,049	$ 34,078	$ 30,806
XIAFLEX®	39,952	—	67,918	—
	$ 57,748	$ 17,049	$ 101,996	$ 30,806
Branded Other Revenues	75,478	31,931	138,029	56,408
Actavis Royalty	—	13,112	—	51,328
Total U.S. Branded Pharmaceuticals	$ 315,913	$ 248,547	$ 600,420	$ 482,712

Pain

Net sales of Lidoderm® for the three and six months ended June 30, 2015 decreased 30% to $30.2 million and 27% to $55.3 million, respectively, from the comparable 2014 periods. Net sales were negatively impacted by the September 16, 2013 launch of

Actavis's lidocaine patch 5%, a generic form of Lidoderm® and the May 2014 launch by the Company's U.S. Generic Pharmaceuticals of its authorized generic of Lidoderm. On August 10, 2015, Mylan also announced its launch of a generic form of Lidoderm®. To the extent additional competitors are able to launch generic versions of Lidoderm®, our revenues could decline.

Net sales of Opana® ER for the three and six months ended June 30, 2015 decreased 20% to $43.1 million and 11% to $90.0 million, respectively, from the comparable 2014 periods. Net sales continue to be impacted by competing generic versions of the non-crush resistant formulation of Opana® ER, which launched beginning in early 2013. To the extent additional competitors are able to launch generic versions of the non-crush-resistant formulation Opana® ER, our revenues could decline further.

Net sales of Percocet® for the three and six months ended June 30, 2015 increased 3% to $32.4 million and 14% to $68.7 million, respectively, from the comparable 2014 periods. These revenue increases were primarily attributable to price increases.

Net sales of Voltaren® Gel for the three and six months ended June 30, 2015 increased 11% to $51.0 million and 16% to $96.5 million, respectively, from the comparable 2014 periods. These revenue increases were primarily attributable to increased volumes resulting from an increased sales and marketing emphasis on the product. Subject to FDA approval, we believe one or more competing products could potentially enter the market during 2015, negatively impacting future sales of Voltaren® Gel.

Urology Retail

Net sales of Fortesta® Gel, including Authorized Generic for the three and six months ended June 30, 2015 increased 21% to $14.5 million and 25% to $29.0 million, respectively, from the comparable 2014 periods. These revenue increases were primarily attributable to the launch of the authorized generic in September 2014, partially offset by reduced volume of branded Fortesta® Gel sales.

Net sales of Testim®, including Authorized Generic for the three months ended June 30, 2015 and for the period from January 29, 2015 to June 30, 2015 were $11.4 million and $20.8 million, respectively, and were a result of the acquisition of Auxilium.

Specialty

Net sales of Supprelin® LA for the three and six months ended June 30, 2015 increased 4% to $17.8 million and 11% to $34.1 million, respectively, from the comparable 2014 periods. These revenue increases were primarily attributable to price increases.

Net sales of XIAFLEX® for the treatment of Peyronie's disease and Dupuytren's contracture for the three months ended June 30, 2015 and for the period from January 29, 2015 to June 30, 2015 were $40.0 million and $67.9 million, respectively, and were a result of the acquisition of Auxilium.

Branded Other

Net sales of Branded Other products for the three and six months ended June 30, 2015 increased 136% to $75.5 million and 145% to $138.0 million, respectively, from the comparable 2014 periods. These revenue increases were primarily attributable to the acquisitions of Sumavel® and Auxilium, which we acquired in April 2014 and January 2015, respectively.

Actavis Royalty

Actavis royalty revenue decreased to zero during the three and six months ended June 30, 2015 from the comparable 2014 periods. These revenue decreases were related to a decrease in royalty income from Actavis, under the terms of the Watson Settlement Agreement, based on Actavis's gross profit generated on sales of its generic version of Lidoderm®, which royalty commenced on September 16, 2013 and ceased in May 2014, upon Endo's launch of its Lidoderm® authorized generic by Qualitest.

U.S. Generic Pharmaceuticals. Net sales of our generic products for the three and six months ended June 30, 2015 increased 24% to $338.3 million and 44% to $695.3 million, respectively, from the comparable 2014 periods. These revenue increases were primarily attributable to an additional $17.0 million and $65.0 million of revenue, respectively, due to the May 2014 launch of our authorized generic of Lidoderm®, $28.0 million and $40.0 million, respectively, of revenue due to the acquisition of DAVA, which was acquired in August 2014, and an increase in demand for generic pain products. In addition, from time to time, we offer sales incentives, such as price discounts and extended payment terms, in the ordinary course of business. These incentives may impact the level of inventory held by wholesalers. During the three months ended June 30, 2015 we noted, through review of external data, that two of our major customers purchased quantities of certain generic products in excess of historical levels. We believe these incremental purchases contributed approximately $16 million to the increase in net sales over the prior year period. Although we do not expect these purchases to materially impact future periods, if wholesaler inventories exceed retail demand, we could experience reduced sales revenue in subsequent periods or product returns due to overstocking, lower end-user demand or product expiration.

International Pharmaceuticals. Revenues from our International Pharmaceuticals segment for the three and six months ended June 30, 2015 increased 12% to $80.9 million and 58% to $153.6 million, respectively, from the comparable 2014 periods. These revenue increases relate to the revenues of Paladin, which we acquired in February 2014, and Somar, which we acquired in July 2014.

Adjusted income (loss) from continuing operations before income tax. The following table displays our adjusted income (loss) from continuing operations before income tax by reportable segment for the three and six months ended June 30, 2015 and 2014 (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Adjusted income (loss) from continuing operations before income tax:				
U.S. Branded Pharmaceuticals	$ 169,575	$ 130,416	$ 328,996	$ 264,833
U.S. Generic Pharmaceuticals	$ 146,089	$ 105,234	$ 329,546	$ 179,031
International Pharmaceuticals	$ 12,797	$ 22,602	$ 21,091	$ 31,897
Corporate unallocated	$ (109,154)	$ (70,711)	$ (212,576)	$ (149,608)

U.S. Branded Pharmaceuticals. Adjusted income from continuing operations before income tax for the three and six months ended June 30, 2015 increased 30% to $169.6 million and 24% to $329.0 million, respectively, from the comparable 2014 periods. These increases were primarily attributable to the acquisition of Auxilium.

U.S. Generic Pharmaceuticals. Adjusted income from continuing operations before income tax for the three and six months ended June 30, 2015 increased 39% to $146.1 million and 84% to $329.5 million, respectively, from the comparable 2014 periods. In 2015, revenues and gross margins increased primarily due to the DAVA acquisition, the May 2014 launch of our authorized generic of Lidoderm® and overall increases in demand.

International Pharmaceuticals. Adjusted income from continuing operations before income tax for the three and six months ended June 30, 2015 decreased 43% to $12.8 million and 34% to $21.1 million, respectively, from the comparable 2014 periods. These decreases were primarily attributable to increased operating expenses associated with the expansion of our global operations, partially offset by increased revenues as a result of acquisitions.

Corporate unallocated. Corporate unallocated adjusted loss from continuing operations before income tax for the three and six months ended June 30, 2015 increased 54% to $109.2 million and 42% to $212.6 million, respectively, from the comparable 2014 periods. These increases were primarily attributable to the previously discussed increase in interest expense.

Reconciliation to GAAP. The table below provides reconciliations of our segment adjusted income from continuing operations before income tax to our consolidated (loss) income from continuing operations before income tax, which is determined in accordance with U.S. GAAP, for the three and six months ended June 30, 2015 and 2014 (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Total segment adjusted income from continuing operations before income tax:	$ 328,461	$ 258,252	$ 679,633	$ 475,761
Corporate unallocated costs	(109,154)	(70,711)	(212,576)	(149,608)
Upfront and milestone payments to partners	(2,135)	(10,350)	(4,802)	(21,505)
Asset impairment charges	(70,243)	—	(77,243)	—
Acquisition-related and integration items (1)	(44,225)	(19,618)	(78,865)	(64,887)
Separation benefits and other cost reduction initiatives (2)	(5,780)	(11,446)	(47,587)	(9,516)
Excise tax (3)	—	4,700	—	(55,300)
Amortization of intangible assets	(116,987)	(52,761)	(212,256)	(92,431)
Inventory step-up and certain excess manufacturing costs that will be eliminated pursuant to integration plans	(48,948)	(19,144)	(88,864)	(22,725)
Non-cash interest expense related to the 1.75% Convertible Senior Subordinated Notes	(253)	(3,346)	(1,632)	(9,315)
Loss on extinguishment of debt	—	(20,089)	(980)	(29,685)
Certain litigation-related charges, net	(6,875)	(3,954)	(19,875)	(3,954)
Foreign currency impact related to the remeasurement of intercompany debt instruments	(2,792)	—	18,298	—
Costs associated with unused financing commitments	(2,261)	—	(14,071)	—
Acceleration of Auxilium employee equity awards at closing	—	—	(37,603)	—
Charge related to the non-recoverability of certain non-trade receivables	—	(10,000)	—	(10,000)
Net gain on sale of certain early-stage drug discovery and development assets	—	3,850	—	3,850
Other than temporary impairment of equity investment	(18,869)	—	(18,869)	—
Other, net	(3,553)	—	(2,699)	—
Total consolidated (loss) income from continuing operations before income tax	$ (103,614)	$ 45,383	$ (119,991)	$ 10,685

(1) Acquisition-related and integration-items include costs directly associated with the closing of certain acquisitions, changes in the fair value of contingent consideration, costs of integration activities related to both current and prior period acquisitions and excess costs that will be eliminated pursuant to integration plans.

(2) Separation benefits and other cost reduction initiatives include employee separation costs of $4.8 million and $37.2 million for the three and six months ended June 30, 2015, respectively, compared to $4.0 million and $6.8 million for the three and six months ended June 30, 2014. Also included for the six months ended June 30, 2015 was a $7.9 million charge recorded upon the cease use date of our Auxilium subsidiary's former corporate headquarters, representing the liability for our remaining obligations under the respective lease agreement, net of estimated sublease income. Amounts in the comparable 2014 period primarily consisted of employee separation costs and changes in estimates related to certain cost reduction initiative accruals. These amounts were primarily recorded as Selling, general and administrative expense in our Condensed Consolidated Statements of Operations. See Note 4. Restructuring for discussion of our material restructuring initiatives.

(3) This amount represents charges related to the expense for the reimbursement of directors' and certain employees' excise tax liabilities pursuant to Section 4985 of the Internal Revenue Code, which we had previously estimated to be $60.0 million in the first quarter of 2014.

LIQUIDITY AND CAPITAL RESOURCES

Our principal source of liquidity is cash generated from operations. Our principal liquidity requirements are for working capital for operations, licenses, milestone payments, capital expenditures and debt service payments. The Company continues to maintain a sufficient level of working capital, which was $4,049.5 million at June 30, 2015 compared to $1,930.8 million at December 31, 2014. Working capital at June 30, 2015 includes net proceeds of $2,235.1 million from the issuance of ordinary shares to finance a portion of the pending Par acquisition (Par Equity Financing) and restricted cash and cash equivalents of $477.2 million held in Qualified Settlement Funds for mesh product liability settlement agreements, which is expected to be paid to qualified claimants within the next

twelve months. Working capital at December 31, 2014 included restricted cash and cash equivalents of $485.2 million held in Qualified Settlement Funds for mesh product liability settlement agreements.

We have historically had broad access to financial markets that provide liquidity. Cash and cash equivalents, which primarily consisted of bank deposits, time deposits and money market accounts, totaled $2,529.7 million at June 30, 2015 compared to $408.8 million at December 31, 2014. The net proceeds from the Par Equity Financing, totaling $2,235.1 million, are included as a component of Cash and cash equivalents at June 30, 2015.

During 2015, we expect cash generated from operations, excluding cash payments related to mesh litigation settlements, together with our cash, cash equivalents and revolving credit facility to be sufficient to cover cash needs for working capital and general corporate purposes, certain contingent liabilities, payment of contractual obligations, principal and interest payments on our indebtedness, capital expenditures, ordinary share repurchases and any regulatory and/or sales milestones that may become due. We may need to obtain additional funding for future transactions in 2015, should they occur.

Beyond 2015, we expect cash generated from operations together with our cash, cash equivalents and revolving credit facility to continue to be sufficient to cover cash needs for working capital and general corporate purposes, certain contingent liabilities, payment of contractual obligations, principal and interest payments on our indebtedness, capital expenditures, ordinary share repurchases and any regulatory and/or sales milestones that may become due. At this time, we cannot accurately predict the effect of certain developments on the rate of sales growth, such as the degree of market acceptance, patent protection and exclusivity of our products, the impact of competition, the effectiveness of our sales and marketing efforts and the outcome of our current efforts to develop, receive approval for and successfully launch our near-term product candidates. Additionally, we may not be successful in implementing, or may face unexpected changes or expenses in connection with our lean operating model and strategic direction, including the potential for opportunistic corporate development transactions. Any of the above could adversely affect our future cash flows. We may need to obtain additional funding for future transactions, to repay our outstanding indebtedness, or for our future operational needs, and we cannot be certain that funding will be available on terms acceptable to us, or at all. Any issuances of equity securities or convertible securities could have a dilutive effect on the ownership interest of our current shareholders and may adversely impact net income per share in future periods. An acquisition may be accretive or dilutive and, by its nature, involves numerous risks and uncertainties. As a result of our acquisition efforts we are likely to experience significant charges to earnings for merger and related expenses (whether or not our efforts are successful) that may include transaction costs, closure costs or costs of restructuring activities.

Borrowings. At June 30, 2015, the Company's indebtedness includes the Amended 2014 Credit Facility with combined outstanding principal borrowings of $1,464.7 million and additional availability under a $750.0 million revolving credit facility, substantially all of which is available at June 30, 2015.

The Amended 2014 Credit Facility contains affirmative and negative covenants that the Company believes to be usual and customary for a senior secured credit facility. The negative covenants include, among other things, limitations on capital expenditures, asset sales, mergers and acquisitions, indebtedness, liens, dividends, investments and transactions with the Company's affiliates. As of June 30, 2015, we were in compliance with all such covenants.

In connection with the Auxilium acquisition, in late January 2015, the Company issued $1.20 billion in aggregate principal amount of 6.00% senior notes due 2025 and also entered into an agreement pursuant to which it became a co-obligor of Auxilium's $350.0 million 1.50% convertible senior notes due 2018. Subsequent to the closing of the acquisition on January 29, 2015, during the first quarter of 2015, holders of the Auxilium Notes converted substantially all of the Auxilium Notes.

At June 30, 2015, the Company's indebtedness includes senior notes with aggregate principal amounts totaling $3.9 billion. These notes mature between 2019 and 2025, subject to earlier repurchase or redemption in accordance with the terms of the respective indentures. Interest rates on these notes range from 5.375% to 7.25%. These notes are senior unsecured obligations of the Company's subsidiaries and are guaranteed on a senior unsecured basis by certain of the Company's subsidiaries.

The indentures governing our various senior notes contain affirmative and negative covenants that the Company believes to be usual and customary for senior secured credit agreements. The negative covenants, among other things, restrict the Company's ability and the ability of its restricted subsidiaries to incur certain additional indebtedness and issue preferred stock, make restricted payments, sell certain assets, agree to any restrictions on the ability of restricted subsidiaries to make payments to us, create certain liens, merge, consolidate, or sell substantially all of the Company's assets, or enter into certain transactions with affiliates. As of June 30, 2015, we were in compliance with all covenants.

In April 2015, we settled $98.7 million aggregate principal amount of the Convertible Notes, which was the remaining outstanding principal amount of the Convertible Notes, for $316.4 million, which included the issuance of 2,261,236 ordinary shares. In addition, the Company settled the remaining amount of the associated call options and warrants in April 2015 and June 2015, respectively.

In May 2015, the Company announced that it had entered into a definitive agreement pursuant to which the Company shall acquire privately held Par Pharmaceutical Holdings, Inc. from TPG Capital North America in a transaction valued at $8.05 billion, including the assumption of Par debt. The purchase price consists of 18.0 million shares ($1.55 billion of value based on the 10-day volume weighted average share price ending on May 15, 2015) of the Company's equity and $6.50 billion of cash consideration to Par shareholders, subject to certain adjustments. The transaction is expected to close in the second half of 2015.

On June 2015, the Company completed the sale of 27,627,628 ordinary shares for aggregate gross proceeds of $2,300.0 million in order to finance a portion of the pending Par acquisition. The net proceeds of this share issuance, totaling $2,235.1 million are included as a component of Cash and cash equivalents at June 30, 2015.

In July 2015, Endo Designated Activity Company, formerly known as Endo Limited (Endo DAC), Endo Finance LLC and Endo Finco Inc. (collectively, the Issuers) issued $1.64 billion in aggregate principal amount of 6.00% senior notes due July 2023 (the 2023 Notes). The 2023 Notes were issued in a private offering for resale to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended.

The 2023 Notes are senior unsecured obligations of the Issuers and are guaranteed on a senior unsecured basis by certain of the Company's subsidiaries. Interest on the 2023 Notes is payable semiannually in arrears on January 15 and July 15 of each year, beginning on January 15, 2016. The 2023 Notes will mature on July 15, 2023, subject to earlier repurchase or redemption in accordance with the terms of the 2023 Notes indenture incorporated by reference herein.

We intend to increase our incremental revolving facility capacity in an aggregate principal amount of up to $250.0 million under the Amended 2014 Credit Facility. In addition, we intend to incur an incremental term loan B facility in an aggregate principal amount of up to $2,800 million (the Incremental Term Loan B Facility) in accordance with the Amended 2014 Credit Facility prior to or substantially simultaneously with the closing of the Par acquisition. Borrowings under the Incremental Term Loan B Facility prior to or substantially concurrently with the closing of the Par acquisition shall, among other things, refinance in full any amounts outstanding under the 2014 Term Loan B Facility.

The 2023 Notes were issued to, together with the Incremental Term Loan B Facility and cash on hand, (i) fund the purchase price of the Par acquisition, as well as for repayments of indebtedness of Par and certain transaction expenses, (ii) refinance the Company's existing 2014 Term Loan B Facility, and (iii) redeem all $499.9 million aggregate principal amount outstanding of the 7.00% Senior Notes due 2019, which redemption occurred in July 2015. The Company intends to use any remaining proceeds for general corporate purposes, including acquisitions and debt repayments.

Credit ratings. The Company's corporate credit ratings assigned by Moody's Investors Service and Standard & Poor's are Ba3 with a negative outlook and B+ with a stable outlook, respectively.

Working capital. The components of our working capital and our liquidity at June 30, 2015 and December 31, 2014 are below (dollars in thousands):

	June 30, 2015	December 31, 2014
Total current assets	$ 7,536,953	$ 5,080,261
Less: total current liabilities	(3,487,442)	(3,149,440)
Working capital	$ 4,049,511	$ 1,930,821
Current ratio	2.2:1	1.6:1
Days sales outstanding	51	48

Working capital increased by $2,118.7 million from December 31, 2014 to June 30, 2015. This increase related primarily to cash received, net of fees, from the Par Equity Financing, working capital acquired in the Auxilium acquisition, a decrease in the current portion of long term debt and cash from the exercise of options. These increases were partially offset by an increase in the current portion of the legal settlement accrual, cash used for deferred financing costs and cash used for the purchases of property, plant and equipment.

The following table summarizes our Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2015 and 2014 (in thousands):

	Six Months Ended June 30,	
	2015	2014
Net cash flow (used in) provided by:		
Operating activities	$ (77,486)	$ (52,631)
Investing activities	(906,341)	588,341
Financing activities	3,116,408	342,808
Effect of foreign exchange rate	(11,599)	4,716
Net increase in cash and cash equivalents	$ 2,120,982	$ 883,234

Net cash used in operating activities. Net cash used in operating activities was $77.5 million for the six months ended June 30, 2015 compared to $52.6 million used in operating activities in the comparable 2014 period.

Net cash used in operating activities represents the cash receipts and cash disbursements from all of our activities other than investing activities and financing activities. Changes in cash from operating activities reflect, among other things, the timing of cash collections from customers, payments to suppliers, managed care organizations, government agencies, collaborative partners and employees, as well as tax payments in the ordinary course of business.

The $24.9 million increase in Net cash used in operating activities for the six months ended June 30, 2015 compared to the comparable 2014 period was primarily the result of the timing of cash collections and cash payments related to our operations, including cash payments made during 2015 of $395.9 million, primarily out of the Qualified Settlement Funds, related to mesh litigation settlements. These decreases were partially offset by non-recurring 2014 payments to settle various litigation matters of $202.3 million, which included the Department of Justice settlement related to its investigation into the sale, marketing and promotion of Lidoderm®.

Net cash (used in) provided by investing activities. Net cash used in investing activities was $906.3 million for the six months ended June 30, 2015 compared to $588.3 million provided by investing activities in the comparable 2014 period.

This $1,494.7 million fluctuation in cash used in investing activities for the six months ended June 30, 2015 compared to the comparable 2014 period relates primarily to an increase in cash used for acquisitions in 2015 related primarily to the acquisitions of Auxilium and Lehigh Valley Technologies, Inc. of $712.9 million. Cash previously held in escrow of $770.0 million was released upon the close of the Paladin transaction during the six months ended June 30, 2014, which resulted in a corresponding cash inflow for investing activities. This amount was partially offset by $385.1 million of cash released from the Qualified Settlement Funds for mesh settlements, approximately $40 million of cash released for Litha and cash released from the escrow account associated with the acquisition of the remaining outstanding share capital of Litha during the six months ended June 30, 2015. We also paid $381.2 million into the Qualified Settlement Funds for mesh settlements during the six months ended June 30, 2015, resulting in a cash outflow for investing activities. Payments related to our Qualified Settlement Funds are further described in Note 12. Commitments and Contingencies of the Condensed Consolidated Financial Statements included in Part I, Item 1. of this Quarterly Report on Form 10-Q.

Net cash provided by financing activities. Net cash provided by financing activities was $3,116.4 million for the six months ended June 30, 2015 compared to $342.8 million provided by financing activities in the comparable 2014 period.

Items contributing to the $2,773.6 million increase in cash provided by financing activities for the six months ended June 30, 2015 compared to the comparable 2014 period include an increase in issuance of ordinary shares of $2,300.0 million related to the Par Equity Financing, a decrease in principal payments on term loan indebtedness of $1,381.2 million, an increase in proceeds from the issuance of notes of $450.0 million, a decrease in the repurchase of convertible senior subordinated notes of $300.1 million, a decrease in payments to settle ordinary share warrants of $242.2 million, and an increase in proceeds from draw of revolving debt of $175.0 million, partially offset by a decrease in proceeds from the issuance of term loans of $1,525.0 million, a decrease in proceeds from the settlement of the hedge on convertible senior subordinated notes of $302.1 million, an increase in repayments of revolving debt of $175 million, an increase in payments related to the issuance of ordinary shares of $62.2 million, and an increase in cash buy-outs of noncontrolling interests of $39.5 million related to the acquisition of the remaining outstanding share capital of Litha.

Fluctuations. Our quarterly results have fluctuated in the past and may continue to fluctuate. These fluctuations may be due to the timing of new product launches, purchasing patterns of our customers, market acceptance of our products, the impact of competitive products and pricing, asset impairment charges, restructuring costs, including separation benefits, business combination transaction costs, upfront, milestone and certain other payments made or accrued pursuant to licensing agreements and changes in the fair value of financial instruments and contingent assets and liabilities recorded as part of a business combination. Further, a

substantial portion of our total revenues are through three wholesale drug distributors who in turn supply our products to pharmacies, hospitals and physicians. Accordingly, we are potentially subject to a concentration of credit risk with respect to our trade receivables.

Contractual Obligations. The Company is increasing its product liability accrual due primarily to (1) its recently becoming aware of previously unknown U.S. mesh claims, both under and outside the MSAs which the Company and AMS believe are due in large part to certain verdicts being awarded in a number of cases taken through trial by other mesh manufacturers and a resulting increase in advertising by plaintiffs' counsel seeking additional claimants; and (2) with respect to known claims under the MSAs, a decrease in the applicable reduction factor from approximately 20% to 18%. By decreasing the reduction factor from approximately 20% to 18%, and thereby increasing the product liability accrual, the Company is reflecting its current estimate that fewer claims will be excluded from the MSAs than previously anticipated. The Company and AMS expect that valid claims under the MSAs will continue to be settled. However, the Company and AMS intend to vigorously contest pending and future claims that are invalid or in excess of the maximum claim amounts under the MSAs. The Company and AMS are also aware of a substantial number of additional claims or potential claims, some of which may be invalid or contested, for which the Company lacks sufficient information to determine whether any potential liability is probable, and such claims have not been included in the Company's product liability accrual. As of the date of this report, the Company believes that the current product liability accrual includes all known claims for which liability is probable and estimable. However, it is currently not possible to determine the validity or outcome of any additional or potential claims and such claims may result in additional losses that could have a material adverse effect on the Company's business, financial condition, results of operations and cash flow. The Company will continue to monitor the situation, including with respect to any additional claims of which the Company may later become aware, and, if appropriate, make further adjustments to the applicable reduction factor and product liability accrual based on new information.

For further discussion of our Vaginal Mesh product liability accrual see Note 12. Commitments and Contingencies of the Condensed Consolidated Financial Statements included in Part I, Item 1. of this Quarterly Report on Form 10-Q.

As of June 30, 2015, other than the product liability accrual and debt-related transactions described above and in Note 11. Debt of the Condensed Consolidated Financial Statements included in Part I, Item 1. of this Quarterly Report on Form 10-Q, there were no material changes in our contractual obligations from those disclosed in the Company's Annual Report on Form 10-K for the year ended December 31, 2014, filed with the Securities and Exchange Commission on March 2, 2015.

Inflation. We do not believe that inflation had a material adverse effect on our financial statements for the periods presented.

Off-balance sheet arrangements. We have no off-balance sheet arrangements as defined in Item 303(a)(4) of Regulation S-K.

CRITICAL ACCOUNTING ESTIMATES

Our critical accounting estimates have not changed materially since December 31, 2014. For additional discussion of the Company's critical accounting estimates, see "Critical Accounting Estimates" in Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2014, filed with the Securities and Exchange Commission on March 2, 2015.

RECENT ACCOUNTING PRONOUNCEMENTS

For discussion of recent accounting pronouncements, refer to Note 2. Recent Accounting Pronouncements in the Condensed Consolidated Financial Statements included in Part I, Item 1. of this Quarterly Report on Form 10-Q.

Item 3. ***Quantitative and Qualitative Disclosures About Market Risk***

Market risk is the potential loss arising from adverse changes in the financial markets, including interest rates and foreign currency exchange rates.

Interest Rate Risk

Our exposure to interest rate risk relates primarily to our variable rate indebtedness associated with the term loan portion of our Amended 2014 Credit Facility. To the extent we utilize amounts under our Amended 2014 Credit Facility, we would be exposed to additional interest rate risk. At June 30, 2015, our Term Loan Facility includes principal amount of floating-rate debt of $1,464.7 million. Based on this amount, a 1% rise in interest rates would result in $14.6 million in incremental annual interest expense.

As of June 30, 2015 and 2014, we had no other assets or liabilities with significant interest rate sensitivity.

Investment Risk

At June 30, 2015 and 2014, we had immaterial investments in available-for-sale securities, primarily associated with equity securities of publicly traded companies. Any decline in value below our original investments will be evaluated to determine if the decline in value is considered temporary or other-than-temporary. An other-than-temporary decline in fair value would be included as a charge to earnings.

Foreign Currency Exchange Risk

We operate and transact business in various foreign countries and are therefore subject to risks associated with foreign currency exchange rate fluctuations. The Company manages this foreign currency risk, in part, through operational means including managing foreign currency revenues in relation to same currency costs as well as managing foreign currency assets in relation to same currency liabilities. The Company is also exposed to the potential earnings effects from intercompany foreign currency assets and liabilities that arise from normal trade receivables and payables and other intercompany loans. Additionally, certain of the Company's subsidiaries maintain their books of record in currencies other than their respective functional currencies. These subsidiaries' financial statements are remeasured into their respective functional currencies using current or historical exchange rates. Such remeasurement adjustments could have an adverse effect on the Company's results of operations.

All assets and liabilities of our international subsidiaries, which maintain their financial statements in local currency, are translated to U.S. dollars at period-end exchange rates. Translation adjustments arising from the use of differing exchange rates are included in accumulated other comprehensive income in shareholders' equity. Gains and losses on foreign currency transactions and short term inter-company receivables from foreign subsidiaries are included in Other expense (income), net.

Fluctuations in foreign currency rates resulted in a net loss of $2.6 million and a net gain of $20.6 million, respectively, during the three and six months ended June 30, 2015. This compares to a net loss of $3.7 million and $4.3 million, respectively, during the three and six months ended June 30, 2014.

In addition, we purchase Lidoderm® in U.S. dollars from Teikoku Seiyaku Co., Ltd., a Japanese manufacturer. As part of the purchase agreement with Teikoku, there is a price adjustment feature that prevents the cash payment in U.S. dollars from falling outside of a certain pre-defined range in Japanese yen even if the spot rate is outside of that range.

Inflation

We do not believe that inflation has had a significant impact on our revenues or operations.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The Company's management, with the participation of the Company's Chief Executive Officer and Principal Financial Officer, has evaluated the effectiveness of the Company's disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as of June 30, 2015. Based on that evaluation, the Company's Chief Executive Officer and Principal Financial Officer concluded that the Company's disclosure controls and procedures were effective as of June 30, 2015.

Changes in Internal Control over Financial Reporting

The Company acquired certain entities during the six months ended June 30, 2015. The Company began to integrate these acquired companies into its internal control over financial reporting structure subsequent to their respective acquisition dates and expects to complete this integration in 2015. As such, there have been changes during the six months ended June 30, 2015 associated with the establishment and continued integration of internal control over financial reporting with respect to these acquired companies.

Additionally, in 2013, we began the implementation of a new Enterprise Resource Planning (ERP) system. This implementation was planned in phases to correspond with the needs of the Company. Due to this implementation, internal controls have changed in various functional areas within the company. Management has taken steps so that the appropriate controls are designed and implemented as each functional area of the system is enacted. This implementation is anticipated to continue through 2015.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

The disclosures under Note 12. Commitments and Contingencies of the Condensed Consolidated Financial Statements included in Part I, Item 1. of this Quarterly Report on Form 10-Q are incorporated into this Part II, Item 1. by reference.

Item 1A. Risk Factors

Risk factors disclosed in Item 1A. "Risk Factors" of the Company's Annual Report on Form 10-K for the year ended December 31, 2014 filed with the Securities and Exchange Commission on March 2, 2015 are incorporated into this document by reference. There have been no material changes to the risk factors disclosed therein, except for the addition of the following:

We have limited experience in manufacturing biologic products and may encounter difficulties in our manufacturing processes, which could materially adversely affect our results of operations or delay or disrupt manufacture of those of our products that are reliant upon our manufacturing operations.

The manufacture of biologic products requires significant expertise and capital investment. Although our subsidiary, Auxilium, leased its facilities in Horsham, Pennsylvania in order to have direct control over the manufacturing of the active ingredient of

XIAFLEX® for which Auxilium is the sole supplier, we have limited experience in manufacturing XIAFLEX® or any other biologic product. Biologics such as XIAFLEX® require processing steps that are highly complex and generally more difficult than those required for most chemical pharmaceuticals. In addition, TESTOPEL® is manufactured using a unique, proprietary process. If Auxilium's manufacturing processes at the Rye, New York facility or its Horsham facility are disrupted, it may be difficult to find alternate manufacturing sites. Auxilium may encounter difficulties with the manufacture of the active ingredient of XIAFLEX® or TESTOPEL®, which could delay, disrupt or halt our manufacture of XIAFLEX® and TESTOPEL®, respectively, require write-offs which may affect our financial results, result in product recalls or product liability claims or otherwise materially affect our results of operations.

Auxilium's Horsham and Rye facilities and the facilities of the manufacturer that Auxilium is in the process of qualifying as an alternate manufacturer for XIAFLEX® (such manufacturer, the "Proposed Alternate Manufacturer" and such facility, the "Proposed Alternate Facility") are subject to regulatory oversight, which may delay or disrupt our development and commercialization efforts for XIAFLEX® or TESTOPEL®.

If Auxilium or the Proposed Alternate Manufacturer fail to comply with the latest current-Good Manufacturing Practice (cGMP) requirements, Auxilium may not be permitted to sell its products or may be limited in the jurisdictions in which it is permitted to sell them. Auxilium's manufacturing facilities and the Proposed Alternate Facility are subject to inspection by regulatory agencies at any time. If an inspection by regulatory authorities indicates that there are deficiencies including non-compliance with regulatory requirements, Auxilium could be required to take remedial actions, stop production or close our Horsham and/or Rye facilities or the Proposed Alternate Facility, which would disrupt the manufacturing processes, limit the supplies of XIAFLEX® and TESTOPEL® and delay clinical trials and subsequent licensure, and/or limit the sale of commercial supplies.

Future noncompliance with any applicable regulatory requirements may result in refusal by regulatory authorities to allow use of XIAFLEX® or TESTOPEL® in clinical trials, refusal of the government to allow distribution of XIAFLEX® or TESTOPEL®, criminal prosecution and fines, recall or seizure of products, total or partial suspension of production, prohibitions or limitations on the commercial sale of products or refusal to allow the entering into of federal and state supply contracts.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Unregistered Sales of Equity Securities

In April 2015, we settled conversions of approximately $98.7 million aggregate principal amount of the Convertible Notes for approximately $316.4 million by delivering cash and issuing 2,261,236 of ordinary shares. In connection with the April 2015 conversions of the Convertible Notes, we received 2,261,236 of our ordinary shares from the counterparty to a call option we entered into in connection with the issuance of the Convertible Notes, and such ordinary shares were subsequently canceled. In addition, we entered into an agreement to terminate the warrant transaction that had been entered into in connection with the issuance of the Convertible Notes in exchange for our agreement to deliver to the warrant counterparty approximately 1,792,379 ordinary shares, which we delivered in June 2015. The issuances of ordinary shares in connection with the settlement of the Convertible Notes and the termination of the warrant transaction were effected without registration in reliance on the exemption from registration provided by Section 3(a)(9) of the Securities Act of 1933, as amended, for securities exchanged by the issuer with its existing security holders exclusively where no commission or other remuneration is paid or given directly or indirectly for soliciting such exchange.

Purchase of Equity Securities

The following table reflects purchases of Endo International plc ordinary shares by the Company during the quarter ended June 30, 2015:

Period	Total Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plan
April 1, 2015 to April 30, 2015	—	—	—
May 1, 2015 to May 31, 2015	—	—	—
June 1, 2015 to June 30, 2015	—	—	—
Total	—	—	—

(1) On April 28, 2015, our Board of Directors resolved to approve a share buyback program (the 2015 Share Buyback Program), authorizing the Company to redeem in the aggregate up to $2.50 billion of its outstanding ordinary shares. In accordance with Irish Law and the Company'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 of Directors. This program does not obligate the Company 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.

See "Unregistered Sales of Equity Securities" above.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

The information called for by this item is incorporated by reference to the Exhibit Index of this Report.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ENDO INTERNATIONAL PLC

(Registrant)

/s/ RAJIV DE SILVA

Name: **Rajiv De Silva**
Title: **President and Chief Executive Officer**
(Principal Executive Officer)

/s/ SUKETU P. UPADHYAY

Name: **Suketu P. Upadhyay**
Title: **Executive Vice President and Chief Financial Officer**
(Principal Financial Officer)

Date: August 10, 2015

Exhibit Index

Exhibit No.	Title
1.1	Underwriting Agreement, dated June 4, 2015, among the Company and Goldman Sachs & Co., J.P. Morgan Securities LLC, Barclays Capital Int. and Deutsche Bank Securities, Inc., as representatives of the several underwriters named therein (incorporated by reference to Exhibit 1.1 of the Endo International plc Current Report on Form 8-K, filed with the Commission on June 5, 2015)
2.1	Agreement and Plan of Merger, dated as of May 18, by and among Par Pharmaceutical Holdings, Inc., a Delaware corporation, Endo International plc, a public limited company incorporated under the laws of Ireland, Endo Limited, a private limited company incorporated under the laws of Ireland, Endo Health Solutions Inc., a Delaware corporation, Banyuls Limited, a private limited company incorporated under the laws of Ireland, Hawk Acquisition ULC, a Bermudian unlimited liability company and Shareholder Representative Services LLC, a Colorado limited liability company, solely as the Stakeholder Representative (as defined therein) (incorporated by reference to Exhibit 2.1 of the Endo International plc Current Report on Form 8-K, filed with the Commission on May 21, 2015)
3.1	Certificate of Incorporation on re-registration as a public limited company of Endo International plc (incorporated by reference to Exhibit 3.1 of the Endo International plc Current Report on Form 8-K12B, filed with the Commission on February 28, 2014)
3.2	Memorandum and Articles of Association of Endo International plc (incorporated by reference to Exhibit 3.2 of the Endo International plc Current Report on Form 8-K12B, filed with the Commission on February 28, 2014)
4.2	Endo International plc 2015 Stock Incentive Plan (incorporated by reference to Exhibit 4.2 of the Endo International plc Registration Statement on Form S-8, filed with the Commission on June 15, 2015)
10.19.3*	Amendment No. 2 to the Master Services Agreement, between UPS Supply Chain Solutions, Inc. and Endo Pharmaceuticals, dated June 1, 2015
10.269	Registration Rights Agreement, dated as of May 18, 2015, by and among Endo International plc and the persons listed on Schedule A thereto (incorporated by reference to Exhibit 10.1 of the Endo International plc Current Report on Form 8-K, filed with the Commission on May 21, 2015)
10.270	Shareholders Agreement, dated as of May 18, 2015, by and among Endo International plc and the signatories thereto (incorporated by reference to Exhibit 10.2 of the Endo International plc Current Report on Form 8-K, filed with the Commission on May 21, 2015)
10.271	Commitment Letter, dated as of May 18, 2015, by and among Endo Limited, Deutsche Bank AG New York Branch, Deutsche Bank Securities Inc., and Barclays Bank PLC (incorporated by reference to Exhibit 10.3 of the Endo International plc Current Report on Form 8-K, filed with the Commission on May 21, 2015)
10.272	Amendment No. 1 to Credit Agreement, dated as of June 12, 2015, by and among Endo Luxembourg Finance Company I S.à.r.l and Endo LLC, as borrowers, the subsidiary guarantors party thereto, the lenders and other financial institutions party thereto and Deutsche Bank AG New York Branch, as administrative agent (incorporated by reference to Exhibit 10.1 of the Endo International plc Current Report on Form 8-K, filed with the Commission on June 15, 2015)
10.273	Form of Stock Option Agreement to Optionee under the Endo International plc 2015 Stock Incentive Plan
10.274	Form of Stock Award Agreement to Participant under the Endo International plc 2015 Stock Incentive Plan
10.275	Form of Performance Award Agreement to Participant under the Endo International plc 2015 Stock Incentive Plan
10.276	Form of Matched Performance Award Agreement to Participant under the Endo International plc 2015 Stock Incentive Plan
10.277	Supplemental Indenture, dated June 24, 2015, among Hawk Acquisition Ireland Limited, Manjano Limited, Endo Ireland Finance Limited, Endo US Holdings Luxembourg I S.à r.l., Endo US Holdings Luxembourg II S.à r.l., Endo Bermuda Finance Limited and Hawk Acquisition ULC, subsidiaries of Endo Limited, the Issuers, the other Guarantors and Wells Fargo Bank, National Association, as trustee, relating to the 7.00% Senior Notes due 2019
10.278	Counterpart to Registration Rights Agreement, dated June 24, 2015, among Endo Finance LLC and Endo Finco Inc., the Guarantors party thereto, RBC Capital Markets, LLC and Deutsche Bank Securities Inc., relating to the 7.00% Senior Notes due 2019
10.279	Supplemental Indenture, dated June 24, 2015, among Hawk Acquisition Ireland Limited, Manjano Limited, Endo Ireland Finance Limited, Endo US Holdings Luxembourg I S.à r.l., Endo US Holdings Luxembourg II S.à r.l., Endo Bermuda Finance Limited and Hawk Acquisition ULC, subsidiaries of Endo Limited, the Issuers, the other Guarantors and Wells Fargo Bank, National Association, as trustee, relating to the 7.00% Senior Notes due 2020

10.280	Counterpart to Registration Rights Agreement, dated June 24, 2015, among Endo Finance LLC and Endo Finco Inc., the Guarantors party thereto, RBC Capital Markets, LLC and Deutsche Bank Securities Inc., relating to the 7.00% Senior Notes due 2020
10.281	Supplemental Indenture, dated June 24, 2015, among Hawk Acquisition Ireland Limited, Manjano Limited, Endo Ireland Finance Limited, Endo US Holdings Luxembourg I S.à r.l., Endo US Holdings Luxembourg II S.à r.l., Endo Bermuda Finance Limited and Hawk Acquisition ULC, subsidiaries of Endo Limited, the Issuers, the other Guarantors and Wells Fargo Bank, National Association, as trustee, relating to the 7.25% Senior Notes due 2022
10.282	Counterpart to Registration Rights Agreement, dated June 24, 2015, among Endo Finance LLC and Endo Finco Inc., the Guarantors party thereto, RBC Capital Markets, LLC and Deutsche Bank Securities Inc., relating to the 7.25% Senior Notes due 2022
10.283	Supplemental Indenture, dated June 24, 2015, among Hawk Acquisition Ireland Limited, Manjano Limited, Endo Ireland Finance Limited, Endo US Holdings Luxembourg I S.à r.l., Endo US Holdings Luxembourg II S.à r.l., Endo Bermuda Finance Limited and Hawk Acquisition ULC, subsidiaries of Endo Limited, the Issuer, the Co-Obligor, the other Guarantors and Wells Fargo Bank, National Association, as trustee, relating to the 5.75%% Senior Notes due 2022
10.284	Supplemental Indenture, dated June 24, 2015, among Hawk Acquisition Ireland Limited, Manjano Limited, Endo Ireland Finance Limited, Endo US Holdings Luxembourg I S.à r.l., Endo US Holdings Luxembourg II S.à r.l., Endo Bermuda Finance Limited and Hawk Acquisition ULC, subsidiaries of Endo Limited, the Issuers, the other Guarantors and Wells Fargo Bank, National Association, as trustee, relating to the 5.375% Senior Notes due 2023
10.285	Counterpart to Registration Rights Agreement, dated June 24, 2015, among Endo Finance LLC and Endo Finco Inc., the Guarantors party thereto, Citigroup Global Markets Inc. and RBC Capital Markets, relating to the 5.375% Senior Notes due 2023
10.286	Supplemental Indenture, dated June 24, 2015, among Hawk Acquisition Ireland Limited, Manjano Limited, Endo Ireland Finance Limited, Endo US Holdings Luxembourg I S.à r.l., Endo US Holdings Luxembourg II S.à r.l., Endo Bermuda Finance Limited and Hawk Acquisition ULC, subsidiaries of Endo Limited, the Issuers, the other Guarantors and Wells Fargo Bank, National Association, as trustee, relating to the 6.00% Senior Notes due 2025
10.287	Counterpart to Registration Rights Agreement, dated June 24, 2015, among Endo Finance LLC, Endo Finco Inc. and Endo Limited, the Guarantors party thereto, RBC Capital Markets, LLC and Citigroup Global Markets, Inc., relating to the 6.00% Senior Notes due 2025
10.288	Supplemental Indenture, dated July 9, 2015, among Ishirini Limited, a subsidiary of Endo Limited, the Issuers, the other Guarantors and Wells Fargo Bank, National Association, as trustee, relating to the 7.00% Senior Notes due 2019
10.289	Counterpart to Registration Rights Agreement, dated July 9, 2015, with respect to the Registration Rights Agreement, dated May 6, 2014 by and among Endo Finance LLC and Endo Finco Inc., the Guarantors party thereto, RBC Capital Markets, LLC and Deutsche Bank Securities Inc., relating to the 7.00% Senior Notes due 2019
10.290	Supplemental Indenture, dated July 9, 2015, among Ishirini Limited, a subsidiary of Endo Limited, the Issuers, the other Guarantors and Wells Fargo Bank, National Association, as trustee, relating to the 7.00% Senior Notes due 2020
10.291	Counterpart to Registration Rights Agreement, dated July 9, 2015, with respect to the Registration Rights Agreement, dated May 6, 2014 by and among Endo Finance LLC and Endo Finco Inc., the Guarantors party thereto, RBC Capital Markets, LLC and Deutsche Bank Securities Inc., relating to the 7.00% Senior Notes due 2020
10.292	Supplemental Indenture, dated July 9, 2015, among Ishirini Limited, a subsidiary of Endo Limited, the Issuer, the Co-Obligor, the other Guarantors and Wells Fargo Bank, National Association, as trustee, relating to the 5.75% Senior Notes due 2022
10.293	Supplemental Indenture, dated July 9, 2015, among Ishirini Limited, a subsidiary of Endo Limited, the Issuers, the other Guarantors and Wells Fargo Bank, National Association, as trustee, relating to the 7.25% Senior Notes due 2022
10.294	Counterpart to Registration Rights Agreement, dated July 9, 2015, with respect to the Registration Rights Agreement, dated May 6, 2014 by and among Endo Finance LLC and Endo Finco Inc., the Guarantors party thereto, RBC Capital Markets, LLC and Deutsche Bank Securities Inc., relating to the 7.25% Senior Notes due 2022
10.295	Supplemental Indenture, dated July 9, 2015, among Ishirini Limited, a subsidiary of Endo Limited, the Issuers, the other Guarantors and Wells Fargo Bank, National Association, as trustee, relating to the 5.375% Senior Notes due 2023
10.296	Counterpart to Registration Rights Agreement, dated July 9, 2015, with respect to the Registration Rights Agreement, dated June 30, 2014 by and among Endo Finance LLC and Endo Finco Inc., the Guarantors party thereto, Citigroup Global Markets Inc. and RBC Capital Markets, relating to the 5.375% Senior Notes due 2023
10.297	Supplemental Indenture, dated July 9, 2015, among Ishirini Limited, a subsidiary of Endo Limited, the Issuers, the other Guarantors and Wells Fargo Bank, National Association, as trustee, relating to the 6.00% Senior Notes due 2025

10.298	Counterpart to Registration Rights Agreement, dated July 9, 2015, with respect to the Registration Rights Agreement, dated January 27, 2015 by and among Endo Finance LLC, Endo Finco Inc., Endo Limited, the Guarantors party thereto, RBC Capital Markets, LLC and Citigroup Global Markets Inc., relating to the 6.00% Senior Notes due 2025
21	Subsidiaries of the Registrant
31.1	Certification of the President and Chief Executive Officer of Endo pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of the Chief Financial Officer of Endo pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of the President and Chief Executive Officer of Endo pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of the Chief Financial Officer of Endo pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101	The following materials from Endo International plc's Report on Form 10-Q for the quarter ended June 30, 2015, formatted in XBRL (eXtensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheets, (ii) the Condensed Consolidated Statements of Operations, (iii) the Condensed Consolidated Statements of Comprehensive Loss, (iv) the Condensed Consolidated Statements of Cash Flows and (v) the Notes to the Condensed Consolidated Financial Statements
*	Confidential portions of this exhibit (indicated by asterisks) have been redacted and filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended

Grant No.

ENDO INTERNATIONAL PLC
STOCK OPTION AGREEMENT
UNDER THE 2015 STOCK INCENTIVE PLAN

This Stock Option Agreement (this "Option Agreement") is made and entered into as of the date of grant set forth below (the "Date of Grant") by and between Endo International plc, an Irish public limited company (the "Company"), and the optionee named below (the "Participant"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Company's 2015 Stock Incentive Plan (the "Plan"). Where the context permits, references to the Company shall include any successor to the Company.

Name of Participant:

Number of Shares Subject to Option:

Exercise Price Per Share:

Date of Grant:

Expiration Date: The 10th anniversary of the Date of Grant

Vesting Dates: Option vests ratably over the first, second, third [and fourth] anniversaries of the Date of Grant

Classification of Option: Non-Qualified Stock Option

1. Number of Shares. The Company hereby grants to the Participant an option (the "Option") to purchase the total number of shares of Company Stock set forth above as Shares Subject to Option (the "Option Shares") at the Exercise Price Per Share set forth above (the "Exercise Price"), subject to all of the terms and conditions of this Option Agreement and the Plan.

2. Incorporation of Plan. The Plan is hereby incorporated by reference and made a part hereof, and the Option and this Option Agreement shall be subject to all terms and conditions of the Plan. In the event of any conflict between the provisions of this Option Agreement and the provisions of the Plan, the provisions of the Plan shall govern, except as expressly provided by Paragraph 7 of this Option Agreement.

3. Option Term. The term of the Option and of this Option Agreement (the "Option Term") shall commence on the Date of Grant set forth above and, unless previously terminated pursuant to Paragraph 4 of this Option Agreement, shall terminate upon the Expiration Date set forth above. As of the Expiration Date, all rights of the Participant hereunder shall terminate.

4. Termination of Service.

(a) Termination of Service for Cause. Upon the Participant's termination of service with the Company and its Subsidiaries by the Company or its Subsidiary for Cause, the portion of outstanding Options that are exercisable as of the date of such termination of service shall remain exercisable for thirty (30) days from and including the date of termination of service (and shall thereafter terminate). Any portion of outstanding Options that are not exercisable as of the date of such termination of service shall terminate upon the date of termination of service.

(b) Termination of Service on Account of Death. Upon the Participant's termination of service on account of death, all of the Participant's unvested Options shall immediately vest and become exercisable. The Options shall remain exercisable for one (1) year from and including the date of the Participant's death (and shall thereafter terminate).

(c) Termination of Service on Account of Disability or Voluntary Retirement with Consent of Company. If the Participant voluntarily Retires with the consent of the Company or if the Participant's service terminates due to Disability, the Participant's unvested Options as of the date of such termination shall continue to vest in accordance with the original vesting schedule set forth above. The Options shall remain exercisable for a period of one (1) year from and including the later of (i) the date such entire Option becomes exercisable in accordance with the vesting schedule and (ii) the date of termination of service (and shall thereafter terminate).

(d) Termination of Service by the Company without Cause or by the Participant for Good Reason. Upon termination of the Participant's service with the Company and its Subsidiaries by the Company or its Subsidiary without Cause or by the Participant for "good reason" (or any like term as defined under any employment agreement with the Company or a Subsidiary to which the Participant is a party), the portion of outstanding Options that are exercisable as of the date of such termination of service shall remain exercisable for one (1) year from and including the date of termination of service (and shall thereafter terminate). Any portion of outstanding Options that are not exercisable as of the date of such termination of service shall terminate upon the date of termination of service.

(e) Termination of Service for any Other Reason. Upon the Participant's termination of service for any reason other than the reasons enumerated in Subparagraphs (a) through (d) above, the portion of outstanding Options that are exercisable as of the date of such termination of service shall remain exercisable for ninety (90) days from and including the date of termination of service (and shall thereafter terminate). Any portion of outstanding Options that are not exercisable as of the date of such termination of service shall terminate upon the date of termination of service.

5. Vesting. Except as provided in Paragraph 4 above, the Option shall become exercisable with respect to the number of Option Shares specified on the Exercisability Dates set forth above. Once exercisable, the Option shall continue to be exercisable at any time or times prior to the Expiration Date, subject to the provisions hereof and of the Plan. No Option may be exercised after the Expiration Date.

6. Change in Control. In the event of a Change in Control:

(a) if the Option is assumed or substituted (within the meaning of the Plan) in connection with such Change in Control, and the Participant incurs a termination of service by the Company or its Subsidiary without Cause or by the Participant for good reason (or any like term as defined under any employment agreement with the Company or a Subsidiary to which the Participant is a party) during the 24-month period following such Change in Control, then the Option shall vest and become fully exercisable on the date of such termination and shall remain exercisable for one (1) year from and including the date of termination of service (and shall thereafter terminate).

(b) if the Option is not assumed or substituted in connection with such Change in Control, then the Option shall immediately vest and become fully exercisable on the occurrence of the Change in Control.

7. Change in Control Definition. Notwithstanding anything to the contrary in the Plan, for purposes of this Option Agreement, Change in Control means and shall be deemed to have occurred upon the first of the following events to occur:

(a) Any "Person" (as defined below) is or becomes the "beneficial owner" ("Beneficial Owner") within the meaning set forth in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its "Affiliates" (as defined in Rule 12b-2 promulgated under Section 12 of the Exchange Act)) representing 30% or more of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (A) of Subparagraph (c) below; or

(b) The following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the date hereof, constitute the Board of Directors and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board of Directors or nomination for election by the Company's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the date hereof or whose

appointment, election or nomination for election was previously so approved or recommended; or

(c) There is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation or other entity, other than (A) a merger or consolidation which results in (i) the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, at least 60% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation and (ii) the individuals who comprise the Board of Directors immediately prior thereto constituting immediately thereafter at least a majority of the board of directors of the Company, the entity surviving such merger or consolidation or, if the Company or the entity surviving such merger is then a subsidiary, the ultimate parent thereof, or (B) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing 30% or more of the combined voting power of the Company's then outstanding securities; or

(d) The shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets (it being conclusively presumed that any sale or disposition is a sale or disposition by the Company of all or substantially all of its assets if the consummation of the sale or disposition is contingent upon approval by the Company's shareholders unless the Board of Directors expressly determines in writing that such approval is required solely by reason of any relationship between the Company and any other Person or an Affiliate of the Company and any other Person), other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity (A) at least 60% of the combined voting power of the voting securities of which are owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale or disposition and (B) the majority of whose board of directors immediately following such sale or disposition consists of individuals who comprise the Board of Directors immediately prior thereto.

For purposes hereof, "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 15(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries,

(ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company.

Notwithstanding the foregoing, (i) a "Change in Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of Company Stock immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions and (ii) with respect to any Award that constitutes a deferral of compensation subject to Section 409A of the Code, no such Award shall become payable as a result of the occurrence of a Change in Control unless such Change in Control also constitutes a change in the ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company under Section 409A of the Code.

For the avoidance of doubt, any one or more of the above events may be effected pursuant to (A) a takeover under Irish takeover rules; (B) a compromise or arrangement under Chapter 1 of Part 9 of the Companies Act 2014 of the Republic of Ireland or (C) Chapter 2 of Part 9 of the Companies Act 2014 of the Republic of Ireland.

8. Authority of the Committee. The Committee shall have full authority to interpret and construe the terms of the Plan and this Option Agreement. The determination of the Committee as to any such matter of interpretation or construction shall be final, binding and conclusive.

9. Governing Law. This Option Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws, and not the laws pertaining to conflicts or choices of laws, of the State of Delaware applicable to agreements made and to be performed wholly within the State of Delaware.

10. Binding on Successors. The terms of this Option Agreement shall be binding upon the Participant and upon the Participant's heirs, executors, administrators, personal representatives, transferees, assignees and successors in interest, and upon the Company and its successors and assignees, subject to the terms of the Plan.

11. No Assignment. Notwithstanding anything to the contrary in this Option Agreement, neither this Option Agreement nor any rights granted herein shall be assignable by the Participant.

12. Necessary Acts. The Participant hereby agrees to perform all acts, and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Option Agreement, including but not limited to all acts and documents related to compliance with federal and/or state securities and/or tax laws and applicable Irish law.

13. Entire Option Agreement. This Option Agreement and the Plan contain the entire agreement and understanding among the parties as to the subject matter hereof.

14. Headings. Headings are used solely for the convenience of the parties and shall not be deemed to be a limitation upon or descriptive of the contents of any such Paragraph.

15. Counterparts. This Option Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

16. Notices. All notices and other communications under this Option Agreement shall be in writing and shall be given by first class mail, certified or registered with return receipt requested, and shall be deemed to have been duly given three days after mailing to the respective parties named below:

If to Company: Endo International plc
c/o Endo Health Solutions Inc.
1400 Atwater Drive
Malvern, PA 19355
Attention: Treasurer

If to the Participant: At the address on file with the Company.

Either party hereto may change such party's address for notices by notice duly given pursuant hereto.

17. Amendment. No amendment or modification hereof shall be valid unless it shall be in writing and signed by all the parties hereto.

18. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Option Agreement. The Participant has read and understand the terms and provision thereof, and accepts the Option subject to all the terms and conditions of the Plan and this Option Agreement.

19. No Compensation for Loss of Rights. The Participant hereby acknowledges that under no circumstances will s/he, on ceasing to be an employee or director of the Company or any of its Subsidiaries, be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under the Plan that s/he might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise howsoever.

20. Severability. All the terms and provisions of this Option Agreement are distinct and severable, and if any term or provision is held unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority it shall to that extent be deemed not to form part of this Option Agreement, and the enforceability, legality and validity of the remainder of this Option Agreement will not be affected; if any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to make it valid, enforceable and legal.

21. Data Protection. The Participant hereby acknowledges and consents to the Company and any Subsidiary sharing and exchanging his/her information held in order to administer and operate the Plan (including personal details, data relating to participation, salary, taxation and employment and sensitive personal data, e.g. data relating to physical or mental health, criminal conviction or the alleged commission of offences) ("the Information") and providing the Company and/or the Subsidiary's agents and/or third parties with the Information for the administration and operation of the Plan and the Participant further accepts that this may involve the Information being sent to a country outside the country in which the Participant provides services including to a country which may not have the same level of data protection laws as his/her home country. The Participant acknowledges that s/he has the right to request a list of the names and addresses of any potential recipients of the Information and to review and correct the Information by contacting his/her local human resources representative. The Participant acknowledges that the collection, processing and transfer of the Information is important to Plan administration and that failure to consent to same may prohibit participation in the Plan.

22. Additional Matters. This Option Agreement is intended to comply with the applicable laws of any country or jurisdiction where Options are granted under the Plan, and all provisions hereof shall be construed in a manner to so comply. The following provisions apply to Participants providing services in the country noted:

Canada:

Section 4 above shall be amended to add the following language at the end thereof as a new sub-section (f):

(f) The Participant's date of termination of employment shall be the Participant's last day of active employment with the Company and its Subsidiaries and shall not include any period of statutory, contractual or common law reasonable notice or any period of deemed employment or salary continuance.

A new Section 23 shall be added as follows:

23. Tax Withholding. Section 12(b) of the Plan shall not apply. The Company shall be entitled to receive either a cash payment by or on behalf of the Participant or a sufficient

amount of the proceeds from the sale of Company Stock to be acquired pursuant to this Option Agreement by the Participant's delivery to the Company of an assignment of such proceeds and an authorization to the broker or selling agent to pay that amount to the Company and to effect such sale at the time of exercise or other delivery of shares of Company Stock for any sums required by federal, state or local law to be withheld or to satisfy any applicable payroll deductions with respect to the vesting of, lapse of restrictions on, or payment of any Option.

India:

As used herein, "Participant" shall have the meaning set forth in the Plan, except the term shall not include consultants of any Subsidiary in India.

Section 4(b) shall be modified to read as follows:

Termination of Service on Account of Death. Upon the Participant's termination of service on account of death, all of the Participant's unvested Options shall immediately vest and become exercisable by his legal heirs or nominees. The Options shall remain exercisable for one (1) year from and including the date of the Participant's death (and shall thereafter terminate).

Section 4(c) shall be deleted in its entirety and replaced with the following language:

Termination of Service on Account of Disability or Voluntary Retirement with Consent of Company. If the Participant voluntarily Retires with the consent of the Company or if the Participant's service terminates due to Disability, the Participant's unvested Options as of the date of such termination shall vest on the date of Disability or the date of termination of service due to voluntary retirement, as the case may be. The Options so vested shall remain exercisable for a period of one (1) year from and including the date such Option becomes vested, and shall thereafter terminate.

Section 10 shall be amended to delete the term "transferee".

Section 11 shall be deleted in its entirety and replaced with the following language:

No Assignment. Notwithstanding anything to the contrary in this Option Agreement, but subject to the assignment of the Option upon death of the Participant, neither this Option Agreement nor any rights granted herein shall be assignable by the Participant.

Section 12 shall be deleted in its entirety and replaced with the following language:

Necessary Acts. The Participant hereby agrees to perform all acts, and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Option Agreement, including but not limited to all acts and documents related to compliance with federal and/or state securities and/or tax laws and applicable Indian law. The rights and

interests of the Participant under the Option Agreement shall be subject to compliance under the Foreign Exchange Management Act, 1999 and the related rules thereto.

Ireland:

Section 4(c) above shall be deleted in its entirety and replaced with the following language:

Termination of Service on Account of Disability. If the Participant's service terminates due to Disability, the Participant's unvested Options as of the date of such termination shall continue to vest in accordance with the original vesting schedule set forth above. The Options shall remain exercisable for a period of one (1) year from and including the later of (i) the date such entire Option becomes exercisable in accordance with the vesting schedule and (ii) the date of termination of service (and shall thereafter terminate).

Section 10 above shall be amended to delete the words "transferees, assignees" therefrom.

Section 11 above shall be deleted in its entirety and replaced with the following language:

No Assignment or Transfer. Notwithstanding anything to the contrary in this Option Agreement, neither this Option Agreement nor any rights granted herein shall be assignable by the Participant. Neither this Option Agreement nor any rights granted herein shall be transferable by the Participant in any circumstances, except on the death of the Participant.

Mexico:

Section 18 above shall be amended to add the following language:

The Option shall not become part of the Participant's salary or compensation, nor an acquired right, since it is not intended to compensate the Participant for his/her services to his/her employer but to be part of a global employee retention plan implemented by the Company. Therefore, the Plan, or the right of the Participant to receive options or other awards pursuant to the Plan, may be modified or terminated at any time. In addition, the value of such Options will not be considered at any time for purposes of the Participant's severance calculations.

South Africa:

Section 12 above shall be amended to include the sentences in bold:

Necessary Acts. The Participant hereby agrees to perform all acts, and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Option Agreement, including but not limited to all acts and documents related to compliance with federal and/or state securities and/or tax laws and applicable Irish law. **The Participant's participation in terms of this Option Agreement is subject to compliance by the Participant with all applicable South African exchange control laws and rules.**

The Company and/or the Participant's employer shall be entitled to require a cash payment by or on behalf of the Participant and/or to deduct from any benefit granted hereunder of compensation payable to the Participant and/or from any other compensation payable to the Participant any sums required by federal, state or local tax law to be withheld or to satisfy any applicable payroll deductions with respect to the vesting of, lapse of restrictions on, or payment of any Options in terms of this Option Agreement.

Section 18 above shall be amended to add the following provisions:

This Option contains no promise of any future options or similar awards. In other words, by the Participant's signature below, he/she agrees that he/she will have no entitlement or claim to, or expectation of, receiving further awards on the basis of this Option or previous options.

The Option shall not constitute part of the Participant's terms and conditions of employment, including without limitation his/her remuneration, nor an acquired right, since it is not intended to compensate the Participant for his/her services to his/her employer. Therefore, the Plan, or the right of the Participant to receive Options pursuant to the Plan, may be amended, supplemented, substituted or terminated at any time. In addition, the value of such Options will not be considered at any time for purposes of calculating any leave pay, notice pay, severance pay or compensation or the like, which may be due or awarded to the Participant.

United Kingdom:

As used herein, "Cause" shall have the meaning set forth in the Plan and, with respect to any Participant who is a party to an employment agreement with the Company, the definition of "Cause" shall include any circumstances in which the Company may terminate the Participant's employment agreement without notice in accordance with its terms.

As used herein, "Disability" shall mean the Participant's inability to, solely because of injury or physical or mental illness: (i) perform the material duties of his or her regular occupation and (ii) earn 80% or more of his or her base salary or wages in respect of his or her regular occupation, for a period that lasts or can reasonably be expected to last for a continuous period of 12 months.

Section 4(c) above shall be deleted in its entirety and replaced with the following language:

Termination of Service on Account of Disability. If the Participant's service terminates due to Disability, the Participant's unvested Options as of the date of such termination shall continue to vest in accordance with the original vesting schedule set forth above. The Options shall remain exercisable for a period of one (1) year from and including the later of (i) the date such entire Option becomes exercisable in accordance with the vesting schedule and (ii) the date of termination of service (and shall thereafter terminate).

The following additional section shall be inserted:

Tax Liabilities. The Participant irrevocably agrees (A) to pay, or enter into arrangements to the satisfaction of the Company to pay, to the Company, the Participant's employer or former employer (as appropriate) the amount of any Tax Liability, (B) that the Company, the Participant's employer or former employer (as appropriate) may, if it so elects by written notice to the Participant, recover the whole or any part of any Employer NICs from the Participant, (C) that the Participant shall, promptly upon being requested to do so by the Company, the Participant's employer or former employer (as appropriate), elect (using a form approved by HM Revenue & Customs) that the whole or any part of the liability for Employer NICs shall be transferred to the Participant; (D) to enter into a joint election, under section 431(1) or 431(2) of the Income Tax (Earnings & Pensions) Act 2003 ("**ITEPA**"), in respect of the Company Stock to be acquired on exercise of the Participant's Option, if required to do so by the Company, the Participant's employer or former employer, before, on or within 14 days after any date of exercise of the Option. For the purposes of this section the following capitalized terms shall have the meanings set out below:

"**Employer NICs**": any secondary class 1 (employer) national insurance contributions that the Company or any employer (or former employer) of the Participant is liable to pay as a result of any Taxable Event (or which that person would be liable to pay in the absence of an election of the type referred to in (C) above) and that may be lawfully recovered from the Participant.

"**Taxable Event**": any event or circumstance that gives rise to a liability for the Participant to pay income tax and national insurance contributions or either of them in respect of: (a) the Option, including its exercise, its assignment or surrender for consideration, or the receipt of any benefit in connection with it; (b) any shares (or other securities or assets): (i) earmarked or held to satisfy the Option; (ii) acquired on exercise of the Option; (iii) acquired as a result of holding the Option; or (iv) acquired in consideration of the Option's assignment or surrender; (c) any securities (or other assets) acquired or earmarked as a result of holding shares (or other securities or assets) mentioned in (b); or (d) any amount due in respect of assets within (a) to (c) above and not made good by the Participant within the time limit specified in section 222 ITEPA.

"**Tax Liability**": the total of (a) any income tax and primary class 1 (employee) national insurance contributions that any employer (or former employer) of the Participant is liable to account for (or reasonably believes it is liable to account for) as a result of any Taxable Event; and (b) any Employer NICs that any employer (or former employer) of the Participant is liable to pay (or reasonably believes it is liable to pay) as a result of any Taxable Event and that can be recovered lawfully from the Participant.

Section 19 above shall be replaced by:

Nothing contained in the Plan or this Option Agreement shall form part of the Participant's contract of employment. The Participant hereby acknowledges that under no circumstances

will s/he, on ceasing to be an employee or director of or otherwise engaged by the Company or any of its Subsidiaries for any reason (including as a result of a repudiatory breach of contract by the Company or any of its Subsidiaries), be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under the Plan that s/he might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise howsoever. By signing this Option Agreement the Participant shall be deemed irrevocably to have waived any such entitlement.

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement as of the date set forth above.

ENDO INTERNATIONAL PLC

By:
Name: Rajiv De Silva
Title: President & Chief Executive Officer

PARTICIPANT

Signature

Print Name:

Grant No.

ENDO INTERNATIONAL PLC
STOCK AWARD AGREEMENT
UNDER THE 2015 STOCK INCENTIVE PLAN

This Stock Award Agreement (this "Award Agreement"), is made and entered into as of the date of grant set forth below (the "Date of Grant") by and between Endo International plc, an Irish public limited company (the "Company"), and the participant named below (the "Participant"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Company's 2015 Stock Incentive Plan (the "Plan"). Where the context permits, references to the Company shall include any successor to the Company.

Name of Participant:

Number of Stock Awards:

Date of Grant:

Vesting Dates:

Stock Awards vest ratably over the first, second, third [and fourth] anniversaries of the Date of Grant

1. Grant of Stock Awards. The Company hereby grants to the Participant the total number of restricted stock units set forth above (the "Stock Awards"), subject to all of the terms and conditions of this Award Agreement and the Plan.

2. Form of Payment and Vesting. Each Stock Award granted hereunder shall represent the right to receive one (1) share of Company Stock as of the date of vesting. Except as provided in Paragraph 4 of this Award Agreement, such vesting shall occur on the vesting dates set forth above, provided that the Participant is employed by the Company or one of its Subsidiaries on the applicable vesting date. Notwithstanding the above, a share of Company Stock shall be treated as delivered on the applicable vesting date provided that it is delivered on a date following the vesting date that is in the same calendar year as the vesting date or, if later, by the fifteenth day of the third calendar month following the vesting date.

3. Restrictions

(a) The Stock Awards granted hereunder may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of or encumbered, and shall be subject to a risk of forfeiture until any requirements or restrictions contained in this Award Agreement or in the Plan have been otherwise satisfied, terminated or expressly waived by the Company in writing.

(b) Upon vesting of the Stock Awards, the shares of Company Stock subject to the Stock Awards shall be issued hereunder (provided that such issuance is otherwise in accordance with federal and state securities laws) as soon as practicable thereafter, but in any event no later than the end of the taxable year in which such vesting occurs or, if later, by the 15th day of the third calendar month following the vesting date.

4. Termination of Service; Disability

(a) Termination of Service for Cause. Upon the Participant's termination of service with the Company and its Subsidiaries for Cause all of the Participant's unvested Stock Awards shall be forfeited as of such date.

(b) Termination of Service on Account of Death. Upon termination of the Participant's service on account of death, all of the Participant's unvested Stock Awards shall immediately vest.

(c) Termination of Service on Account of Voluntary Retirement with Consent of Company. If the Participant voluntarily Retires with the consent of the Company, all of the Participant's unvested Stock Awards as of the date of termination shall continue to vest in accordance with the original vesting schedule set forth in Paragraph 2 of this Award Agreement.

(d) Disability. If the Participant incurs a Disability that also constitutes a "disability" within the meaning of Section 409A, all of the Participant's unvested Stock Awards as of the date of such Disability shall continue to vest in accordance with the original vesting schedule set forth in Paragraph 2 of this Award Agreement regardless of any subsequent termination of service.

(e) Termination of Service by the Company without Cause or by the Participant for Good Reason. Upon termination of the Participant's service with the Company and its Subsidiaries by the Company or its Subsidiaries without Cause or by the Participant for "good reason" (or any like term as defined under any employment agreement with the Company or a Subsidiary to which the Participant is a party), Stock Awards that are unvested as of date of termination shall be forfeited.

(f) Termination of Service for any Other Reason. Unless otherwise provided in an individual agreement with the Participant, if the Participant has a termination of service for any reason other than the reasons enumerated in Subparagraphs (a) through (e) above, Stock Awards that are unvested as of date of termination shall be forfeited.

5. Change in Control. In the event of a Change in Control:

(a) if the Stock Awards are assumed or substituted (within the meaning of the Plan) in connection with such Change in Control, and the Participant incurs a termination of service by the Company or its Subsidiary without Cause or by the Participant for good reason (or

any like term as defined under any employment agreement with the Company or a Subsidiary to which the Participant is a party) during the 24-month period following such Change in Control, then the Stock Awards shall vest on the date of such termination.

(b) if the Stock Awards are not assumed or substituted in connection with such Change in Control, then the Stock Awards shall immediately vest upon the occurrence of the Change in Control.

6. Change in Control Definition. Notwithstanding anything to the contrary in the Plan, for purposes of this Award Agreement, Change in Control means and shall be deemed to have occurred upon the first of the following events to occur:

(a) Any "Person" (as defined below) is or becomes the "beneficial owner" ("Beneficial Owner") within the meaning set forth in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its "Affiliates" (as defined in Rule 12b-2 promulgated under Section 12 of the Exchange Act)) representing 30% or more of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (A) of Subparagraph (c) below; or

(b) The following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the date hereof, constitute the Board of Directors and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board of Directors or nomination for election by the Company's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the date hereof or whose appointment, election or nomination for election was previously so approved or recommended; or

(c) There is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation or other entity, other than (A) a merger or consolidation which results in (i) the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, at least 60% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation and (ii) the individuals who comprise the Board of Directors immediately prior thereto constituting immediately thereafter at least a majority of the board of directors of the Company, the entity surviving such merger or consolidation or, if the Company or the entity surviving such merger is then a subsidiary, the ultimate parent thereof, or (B) a merger or consolidation effected to

implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing 30% or more of the combined voting power of the Company's then outstanding securities; or

(d) The shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets (it being conclusively presumed that any sale or disposition is a sale or disposition by the Company of all or substantially all of its assets if the consummation of the sale or disposition is contingent upon approval by the Company's shareholders unless the Board of Directors expressly determines in writing that such approval is required solely by reason of any relationship between the Company and any other Person or an Affiliate of the Company and any other Person), other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity (A) at least 60% of the combined voting power of the voting securities of which are owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale or disposition and (B) the majority of whose board of directors immediately following such sale or disposition consists of individuals who comprise the Board of Directors immediately prior thereto.

For purposes hereof, "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 15(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company.

Notwithstanding the foregoing, (i) a "Change in Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of Company Stock immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions and (ii) with respect to any Award that constitutes a deferral of compensation subject to Section 409A of the Code, no such Award shall become payable as a result of the occurrence of a Change in Control unless such Change in Control also constitutes a change in the ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company under Section 409A of the Code.

For the avoidance of doubt, any one or more of the above events may be effected pursuant to (A) a takeover under Irish takeover rules; (B) a compromise or arrangement under Chapter 1 of Part 9 of the Companies Act 2014 of the Republic of Ireland or (C) Chapter 2 of Part 9 of the Companies Act 2014 of the Republic of Ireland.

7. No Shareholder Rights Prior to Vesting. The Participant shall have no rights of a shareholder (including the right to distributions or dividends) until shares of Company Stock are issued pursuant to the terms of this Award Agreement.

8. Stock Award (RSU) Agreement Subject to Plan. This Award Agreement is made pursuant to all of the provisions of the Plan, which is incorporated herein by this reference, and is intended, and shall be interpreted in a manner, to comply therewith. In the event of any conflict between the provisions of this Award Agreement and the provisions of the Plan, the provisions of the Plan shall govern, except as expressly provided by Paragraph 6 of this Award Agreement.

9. No Rights to Continuation of Service. Nothing in the Plan or this Award Agreement shall confer upon the Participant any right to continue in the employ of the Company or any Subsidiary thereof or shall interfere with or restrict the right of the Company or its shareholders (or of a Subsidiary or its shareholders, as the case may be) to terminate the Participant's service any time for any reason whatsoever, with or without Cause.

10. Tax Withholding. The Company shall be entitled to require a cash payment by or on behalf of the Participant and/or to deduct from any Stock Awards granted hereunder of compensation payable to the Participant any sums required by federal, state or local tax law to be withheld or to satisfy any applicable payroll deductions with respect to the vesting of, lapse of restrictions on, or payment of any Stock Award.

11. Section 409A Compliance. The Stock Award is intended to comply with Code Section 409A to the extent subject thereto and shall be interpreted in accordance with Code Section 409A and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Date of Grant. Notwithstanding any provision in the Plan or Award Agreement to the contrary, no payment or distribution under this Award Agreement that constitutes an item of deferred compensation under Code Section 409A and becomes payable by reason of the Participant's termination of service with the Company will be made to the Participant until the Participant's termination of service constitutes a "separation from service" (as defined in Code Section 409A). For purposes of this Award Agreement, each amount to be paid or benefit to be provided shall be construed as a separate identified payment for purposes of Code Section 409A. If a participant is a "specified employee" (as defined in Code Section 409A), then to the extent necessary to avoid the imposition of taxes under Code Section 409A, such Participant shall not be entitled to any payments upon a termination of his or her service until the earlier of: (i) the expiration of the six (6)-month period measured from the date of such Participant's "separation from service" or (ii) the date of such Participant's death. Upon the expiration of the applicable waiting period set forth in the preceding sentence, all payments and benefits deferred pursuant to this Paragraph 11 (whether they would have otherwise been payable in a single lump sum or in installments in the absence of such deferral) shall be paid to such Participant in a lump sum as soon as practicable, but in no event later than sixty (60) calendar days, following such expired period, and any remaining payments due under this Award Agreement will be paid in accordance with the normal payment dates specified for them herein.

12. Governing Law. This Award Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws, and not the laws pertaining to conflicts or choices of laws, of the State of Delaware applicable to agreements made and to be performed wholly within the State of Delaware.

13. Binding on Successors. The terms of this Award Agreement shall be binding upon the Participant and upon the Participant's heirs, executors, administrators, personal representatives, transferees, assignees and successors in interest, and upon the Company and its successors and assignees, subject to the terms of the Plan.

14. No Assignment. Notwithstanding anything to the contrary in this Award Agreement, neither this Award Agreement nor any rights granted herein shall be assignable by the Participant.

15. Necessary Acts. The Participant hereby agrees to perform all acts, and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Award Agreement, including but not limited to all acts and documents related to compliance with federal and/or state securities and/or tax laws and applicable Irish law.

16. Entire Stock Award (RSU) Agreement. This Award Agreement and the Plan contain the entire agreement and understanding among the parties as to the subject matter hereof.

17. Headings. Headings are used solely for the convenience of the parties and shall not be deemed to be a limitation upon or descriptive of the contents of any such Paragraph.

18. Counterparts. This Award Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

19. Notices. All notices and other communications under this Award Agreement shall be in writing and shall be given by first class mail, certified or registered with return receipt requested, and shall be deemed to have been duly given three days after mailing to the respective parties named below:

If to Company: Endo International plc
c/o Endo Health Solutions Inc.
1400 Atwater Drive
Malvern, PA 19355
Attention: Treasurer

If to the Participant: At the address on file with the Company.

Either party hereto may change such party's address for notices by notice duly given pursuant hereto.

20. Amendment. No amendment or modification hereof shall be valid unless it shall be in writing and signed by all parties hereto.

21. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Award Agreement. The Participant has read and understands the terms and provisions thereof, and accepts the Stock Awards subject to all the terms and conditions of the Plan and this Award Agreement.

22. No Compensation for Loss of Rights. The Participant hereby acknowledges that under no circumstances will s/he, on ceasing to be an employee or director of the Company or any of its Subsidiaries, be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under the Plan that s/he might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise howsoever.

23. Severability. All the terms and provisions of this Award Agreement are distinct and severable, and if any term or provision is held unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority it shall to that extent be deemed not to form part of this Award Agreement, and the enforceability, legality and validity of the remainder of this Award Agreement will not be affected; if any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to make it valid, enforceable and legal.

24. Data Protection. The Participant hereby acknowledges and consents to the Company and any Subsidiary sharing and exchanging his/her information held in order to administer and operate the Plan (including personal details, data relating to participation, salary, taxation and employment and sensitive personal data, e.g. data relating to physical or mental health, criminal conviction or the alleged commission of offences) (the "Information") and providing the Company and/or the Subsidiary's agents and/or third parties with the Information for the administration and operation of the Plan and the Participant further accepts that this may involve the Information being sent to a country outside the country in which the Participant provides services including to a country which may not have the same level of data protection laws as his/her home country. The Participant acknowledges that s/he has the right to request a list of the names and addresses of any potential recipients of the Information and to review and correct the Information by contacting his/her local human resources representative. The Participant acknowledges that the collection, processing and transfer of the Information is important to Plan administration and that failure to consent to same may prohibit participation in the Plan.

25. Additional Matters. This Award Agreement is intended to comply with the applicable laws of any country or jurisdiction where the Stock Awards are granted under the

Plan, and all provisions hereof shall be construed in a manner to so comply. The following provisions apply to Participants providing services in the country noted:

Canada:

Section 4 above shall be amended to add the following language at the end thereof as a new sub-section (g):

> (g) The Participant's date of termination of service shall be the Participant's last day of active service with the Company and its Subsidiaries and shall not include any period of statutory, contractual or common law reasonable notice or any period of deemed employment or salary continuance.

Section 10 above shall be deleted in its entirety and replaced with the following language:

> 10. Tax Withholding. The Company shall be entitled to receive either a cash payment by or on behalf of the Participant or a sufficient amount of the proceeds from the sale of Company Stock to be acquired pursuant to this Award Agreement by the Participant's delivery to the Company of an assignment of such proceeds and an authorization to the broker or selling agent to pay that amount to the Company and to effect such sale at the time of exercise or other delivery of shares of Company Stock for any sums required by federal, state or local tax law to be withheld or to satisfy any applicable payroll deductions with respect to the vesting of, lapse of restrictions on, or payment of any Stock Award.

India:

As used herein, "Participant" shall have the meaning set forth in the Plan, except the term shall not include consultants of any Subsidiary in India.

Section 4(b) shall deleted in its entirety and replaced with the following language:

> Termination of Service on Account of Death. Upon termination of the Participant's service on account of death, all of the Participant's unvested Stock Awards shall immediately vest in his legal heirs or nominees.

Section 4(c) shall be deleted in its entirety and replaced with the following language:

> Termination of Service on Account of Voluntary Retirement with Consent of Company. If the Participant voluntarily Retires with the consent of the Company, all of the Participant's unvested Stock Awards shall vest on the date of termination of service.

Section 4(d) shall be deleted in its entirety and replaced with the following language:

Disability. If the Participant incurs a Disability that also constitutes a "disability" within the meaning of Section 409A, all of the Participant's unvested Stock Awards as of the date of such Disability shall continue to vest in accordance with the original vesting schedule set forth in Paragraph 2 of this Award Agreement regardless of any subsequent termination of service, provided such Disability does not result in termination of service. In the event of termination of service, the unvested Stock Award shall vest in him on the date of termination.

Section 10 shall be deleted in its entirety and replaced with the following language:

Tax Withholding. The Subsidiary under whose payroll the Participant is registered shall have the right to deduct or withhold from the Stock Award or payroll of the Participant an amount sufficient to satisfy income taxes required by law to be withheld with respect to the vesting of, lapse of restrictions on, or payment of any Stock Award or to satisfy any applicable payroll deductions. The obligations of the Company under this Award Agreement will be conditioned on such arrangement and the Company or such Subsidiary will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant.

Section 13 shall be amended to delete the term "transferees".

Section 14 shall be deleted in its entirety and replaced with the following language:

No Assignment. Notwithstanding anything to the contrary in this Award Agreement, but subject to the assignment of the Stock Award upon death of the Participant, neither this Award Agreement nor any rights granted herein shall be assignable by the Participant.

Section 15 shall be deleted in its entirety and replaced with the following language:

Necessary Acts. The Participant hereby agrees to perform all acts, and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Award Agreement, including but not limited to all acts and documents related to compliance with federal and/or state securities and/or tax laws and applicable Indian law. The rights and interests of the Participant under the Award Agreement shall be subject to compliance under the Foreign Exchange Management Act, 1999 and the related rules thereto.

Ireland:

Section 4(c) above shall be deleted and be of no force and effect.

Section 13 above shall be amended to delete the words "transferees, assignees" therefrom.

Section 14 above shall be deleted in its entirety and replaced with the following language:

> No Assignment or Transfer. Notwithstanding anything to the contrary in this Award Agreement, neither this Award Agreement nor any rights granted herein shall be assignable by the Participant. Neither this Award Agreement nor any rights granted herein shall be transferable by the Participant in any circumstances, except on the death of the Participant.

Mexico:

Section 10 above shall be deleted and be of no force and effect.

Section 21 above shall be amended to add the following language:

> The Stock Award shall not become part of the Participant's salary or compensation, nor an acquired right, since it is not intended to compensate the Participant for his/her services to his/her employer but to be part of a global employee retention plan implemented by the Company. Therefore, the Plan, or the right of the Participant to receive any awards pursuant to the Plan, may be modified or terminated at any time. In addition, the value of such Stock Awards will not be considered at any time for purposes of the Participant's severance calculations.

South Africa:

Section 10 above shall be amended to include the sentence in bold:

> Tax Withholding. The Company **and/or the Participant's employer** shall be entitled to require a cash payment by or on behalf of the Participant and/or to deduct from any Stock Awards granted hereunder of compensation payable to the Participant **and/or from any other compensation payable to the Participant** any sums required by federal, state or local tax law to be withheld or to satisfy any applicable payroll deductions with respect to the vesting of, lapse of restrictions on, or payment of any Stock Award.

Section 15 above shall be amended to include the sentence in bold:

> Necessary Acts. The Participant hereby agrees to perform all acts, and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Award Agreement, including but not limited to all acts and documents related to compliance with federal and/or state securities and/or tax laws and applicable Irish law. **Participant's participation in terms of this Award Agreement is subject to compliance by the Participant with all applicable South African exchange control laws and rules.**

Section 21 above shall be amended to add the following provisions:

> This Stock Award contains no promise of any future awards. In other words, by the Participant's signature below, he/she agrees that he/she will have no entitlement or claim to, or expectation of, receiving further awards on the basis of this Stock Award or previous awards.
>
> The Stock Award shall not constitute part of the Participant's terms and conditions of employment, including without limitation his/her remuneration, nor an acquired right, since it is not intended to compensate the Participant for his/her services to his/her employer. Therefore, the Plan, or the right of the Participant to receive awards pursuant to the Plan, may be amended, supplemented, substituted or terminated at any time. In addition, the value of such Stock Awards will not be considered at any time for purposes of calculating any leave pay, notice pay, severance pay or compensation or the like, which may be due or awarded to the Participant.

United Kingdom:

As used herein, "Cause" shall have the meaning set forth in the Plan and, with respect to any Participant who is a party to an employment agreement with the Company, the definition of "Cause" shall include any circumstances in which the Company may terminate the Participant's employment agreement without notice in accordance with its terms.

As used herein, "Disability" shall mean the Participant's inability to, solely because of injury or physical or mental illness: (i) perform the material duties of his or her regular occupation and (ii) earn 80% or more of his or her base salary or wages in respect of his or her regular occupation, for a period that lasts or can reasonably be expected to last for a continuous period of 12 months.

Section 4(c) above shall be deleted and be of no force and effect.

Section 10 above shall be deleted in its entirety and replaced with the following:

> Tax Liabilities. The Participant irrevocably agrees (A) to pay, or enter into arrangements to the satisfaction of the Company to pay, to the Company, the Participant's employer or former employer (as appropriate) the amount of any Tax Liability, (B) that the Company, the Participant's employer or former employer (as appropriate) may, if it so elects by written notice to the Participant, recover the whole or any part of any Employer NICs from the Participant, (C) that the Participant shall, promptly upon being requested to do so by the Company, the Participant's employer or former employer (as appropriate), elect (using a form approved by HM Revenue & Customs) that the whole or any part of the liability for Employer NICs shall be transferred to the Participant; (D) to enter into a joint election, under section 431(1) or 431(2) of the Income Tax (Earnings & Pensions) Act 2003 ("**ITEPA**"), in respect of the Company Stock delivered pursuant to a

Stock Award, if required to do so by the Company, the Participant's employer or former employer, before, on or within 14 days after any date of delivery of such Company Stock. For the purposes of this section the following capitalized terms shall have the meanings set out below:

"**Employer NICs**": any secondary class 1 (employer) national insurance contributions that the Company or any employer (or former employer) of the Participant is liable to pay as a result of any Taxable Event (or which that person would be liable to pay in the absence of an election of the type referred to in (C) above) and that may be lawfully recovered from the Participant.

"**Taxable Event**": any event or circumstance that gives rise to a liability for the Participant to pay income tax and national insurance contributions or either of them in respect of: (a) the Stock Award, including its assignment or surrender for consideration, or the receipt of any benefit in connection with it; (b) any shares (or other securities or assets): (i) earmarked or held to satisfy the Stock Award; (ii) acquired pursuant to the Stock Award; or (iv) acquired in consideration of the assignment or surrender of the Stock Award; (c) any securities (or other assets) acquired or earmarked as a result of holding shares (or other securities or assets) mentioned in (b); or (d) any amount due in respect of assets within (a) to (c) above and not made good by the Participant within the time limit specified in section 222 ITEPA.

"**Tax Liability**": the total of (a) any income tax and primary class 1 (employee) national insurance contributions that any employer (or former employer) of the Participant is liable to account for (or reasonably believes it is liable to account for) as a result of any Taxable Event; and (b) any Employer NICs that any employer (or former employer) of the Participant is liable to pay (or reasonably believes it is liable to pay) as a result of any Taxable Event and that can be recovered lawfully from the Participant.

Section 22 shall be replaced by the following provision:

Nothing contained in the Plan or this Stock Award shall form part of the Participant's contract of employment. The Participant hereby acknowledges that under no circumstances will s/he, on ceasing to be an employee or director of or otherwise engaged by the Company or any of its Subsidiaries for any reason (including as a result of a repudiatory breach of contract by the Company or any of its Subsidiaries), be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under the Plan that s/he might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise howsoever. By signing this Stock Award the Participant shall be deemed irrevocably to have waived any such entitlement.

IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement as of the date set forth above.

ENDO INTERNATIONAL PLC

_____

By:
Name: Rajiv De Silva
Title: President & Chief Executive Officer

PARTICIPANT

Signature _____

Print Name:

Grant No.

ENDO INTERNATIONAL PLC
PERFORMANCE AWARD AGREEMENT
UNDER THE 2015 STOCK INCENTIVE PLAN

This Performance Award Agreement (this "Award Agreement") is made and entered into as of the date of grant set forth below (the "Date of Grant") by and between Endo International plc, an Irish public limited company (the "Company"), and the participant named below (the "Participant"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Company's 2015 Stock Incentive Plan (the "Plan"). Where the context permits, references to the Company shall include any successor to the Company.

Name of Participant:

Total Target Performance Award (Total Number of Restricted Stock Units Underlying the Target Performance Award):

Date of Grant:

Performance Period: The period beginning on the Date of Grant and ending on the third anniversary of the Date of Grant.

1. Grant of Performance Awards. The Company hereby grants to the Participant the total number of restricted stock units set forth above (the "Performance Award"), subject to all of the terms and conditions of this Award Agreement and the Plan.

2. Form of Payment and Vesting. The Performance Award shall represent the right to receive, on the first business day following the last day of the Performance Period (the "Vesting Date"), if and to the extent that the Committee (or such individuals or entity designated by the Committee) determines that a number of shares of Company Stock equal to a multiple of the Total Target Performance Award (as set forth above), as determined in accordance with Exhibit A hereto, have been earned, and except as provided in Paragraph 4 of this Award Agreement, provided that the Participant is employed by the Company or one of its Subsidiaries through the Vesting Date. Notwithstanding the above, earned shares of Company Stock shall be treated as delivered on the first business day following the Vesting Date (the "Delivery Date") provided that they are delivered on a date following the Delivery Date that is in the same calendar year as the Delivery Date or, if later, by the fifteenth day of the third calendar month following the Delivery Date. Any portion of the Performance Award that could have been earned in accordance with the provisions of Exhibit A that is not earned as of the Vesting Date, as determined by the Committee (or its designee), shall be immediately forfeited.

3. Restrictions. The Performance Award granted hereunder may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of or encumbered, and shall be subject to a risk of forfeiture until any requirements or restrictions contained in this Award

Agreement or in the Plan have been otherwise satisfied, terminated or expressly waived by the Company in writing.

4. Termination of Service; Disability

(a) Termination of Service for Cause. Upon the Participant's termination of service with the Company and its Subsidiaries for Cause prior to the Vesting Date, the Participant's Performance Award shall be forfeited as of the date of such termination of service.

(b) Termination of Service on Account of Death. Upon termination of the Participant's service on account of death prior to the Vesting Date, the Participant's Performance Award shall vest as of the date of such termination of service at target levels and shall be settled in shares of Company Stock for the benefit of the Participant's estate no later than the end of the calendar year in which the Participant's death occurs or, if later, by the fifteenth day of the third calendar month following the Participant's death.

(c) Termination of Service on Account of Voluntary Retirement with Consent of Company. If the Participant voluntarily Retires with the consent of the Company prior to the Vesting Date, the Participant's Performance Award shall continue to be eligible to vest in accordance with the performance-based vesting conditions set forth on Exhibit A hereto regardless of such termination of service.

(d) Disability. If the Participant incurs a Disability that also constitutes a "disability" within the meaning of Section 409A of the Code prior to the Vesting Date, the Participant's Performance Award shall continue to be eligible to vest in accordance with the performance-based vesting conditions set forth on Exhibit A hereto regardless of any subsequent termination of service.

(e) Termination of Service by the Company without Cause or by the Participant for Good Reason. Upon termination of the Participant's service with the Company and its Subsidiaries by the Company or its Subsidiaries without Cause or by the Participant for "good reason" (or any like term as defined under any employment agreement with the Company or a Subsidiary to which the Participant is a party) prior to the Vesting Date, the Participant shall vest in a prorated portion of the Performance Award (as detailed below) based upon achievement of applicable performance criteria, measured as of the date of the Participant's termination of service, multiplied by a fraction, the numerator of which is the number of months of Participant's service during the Performance Period and the denominator of which is the total number of months in the Performance Period. The vested portion of the Performance Award shall be settled in shares of Company Stock immediately following such termination. Notwithstanding the foregoing, (i) if termination of the Participant's service occurs prior to the first anniversary of the Date of Grant, the 3-Year CAGR (as defined in Exhibit A) will be determined as though the date of the Participant's termination of service is the one-year anniversary of the Date of Grant and (ii) the Committee (or such individual or individuals authorized by the Committee) may, in its discretion, exercise negative discretion to determine payout achievement. Any portion of the Performance Award that could have been earned in accordance with the provisions of this

Section 4(e) that is not earned (in accordance with the provisions of this Section 4(e)) as of the date of the Participant's termination of service shall be immediately forfeited on the date of the Participant's termination of service.

(f) Termination of Service for any Other Reason. Unless otherwise provided in an individual agreement with the Participant, if the Participant has a termination of service with the Company and its Subsidiaries prior to the Vesting Date for any reason other than the reasons enumerated in Subparagraphs (a) through (e) above, the Participant's Performance Award as of the date of termination shall be forfeited.

5. Change in Control. Notwithstanding anything to the contrary in the Plan, in the event of a Change in Control prior to the Vesting Date,

(a) if the Performance Award is assumed or substituted (within the meaning of the Plan) in connection with such Change in Control, and the Participant incurs a termination of service by the Company or its Subsidiary without Cause or by the Participant for good reason (or any like term as defined under any employment agreement with the Company or a Subsidiary to which the Participant is a party) during the 24-month period following such Change in Control, then the restrictions, deferral limitations, payment conditions, and forfeiture conditions applicable to any Performance Awards shall lapse and the Performance Awards shall be settled in shares of Company Stock on the date of such termination based on achievement of applicable performance criteria, measured as of the date of such termination; provided, however, if such termination of service occurs prior to the first anniversary of the Date of Grant, the 3-Year CAGR will be determined based on an assumed measurement period of one year.

(b) if the Performance Award is not assumed or substituted in connection with such Change in Control, then the restrictions, deferral limitations, payment conditions, and forfeiture conditions applicable to any Performance Awards shall lapse and the Performance Awards shall be settled in shares of Company Stock immediately prior to the Change in Control based on achievement of applicable performance criteria, measured as of the date of the Change in Control; provided, however, if the Change in Control occurs prior to the first anniversary of the Date of Grant, the 3-Year CAGR will be determined based on an assumed measurement period of one year.

(c) Any portion of the Performance Award that could have been earned in accordance with Section 5(a) or Section 5(b) that is not earned (in accordance with such provisions) shall be immediately forfeited on the date of termination or on the date of the Change in Control, as applicable.

6. Change in Control Definition. Notwithstanding anything to the contrary in the Plan, for purposes of this Award Agreement, Change in Control means and shall be deemed to have occurred upon the first of the following events to occur:

(a) Any "Person" (as defined below) is or becomes the "beneficial owner" ("Beneficial Owner") within the meaning set forth in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its "Affiliates" (as defined in Rule 12b-2 promulgated under Section 12 of the Exchange Act)) representing 30% or more of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (A) of Subparagraph (c) below; or

(b) The following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the date hereof, constitute the Board of Directors and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board of Directors or nomination for election by the Company's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the date hereof or whose appointment, election or nomination for election was previously so approved or recommended; or

(c) There is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation or other entity, other than (A) a merger or consolidation which results in (i) the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, at least 60% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation and (ii) the individuals who comprise the Board of Directors immediately prior thereto constituting immediately thereafter at least a majority of the board of directors of the Company, the entity surviving such merger or consolidation or, if the Company or the entity surviving such merger is then a subsidiary, the ultimate parent thereof, or (B) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing 30% or more of the combined voting power of the Company's then outstanding securities; or

(d) The shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets (it being conclusively presumed that any sale or disposition is a sale or disposition by the Company of all or substantially all of its assets if the consummation of the sale or disposition is contingent upon approval by the Company's shareholders unless the Board of Directors expressly determines in writing that such approval is required solely by reason of any relationship between the Company and any other Person or an Affiliate of the Company and any other Person), other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity (A) at least 60% of the combined voting power of the voting securities of which are owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale or disposition and (B) the majority of whose board of directors immediately following such sale or disposition consists of individuals who comprise the Board of Directors immediately prior thereto.

For purposes hereof, "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 15(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company.

Notwithstanding the foregoing, (i) a "Change in Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of Company Stock immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions and (ii) with respect to any Award that constitutes a deferral of compensation subject to Section 409A of the Code, no such Award shall become payable as a result of the occurrence of a Change in Control unless such Change in Control also constitutes a change in the ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company under Section 409A of the Code.

For the avoidance of doubt, any one or more of the above events may be effected pursuant to (A) a takeover under Irish takeover rules; (B) a compromise or arrangement under Chapter 1 of Part 9 of the Companies Act 2014 of the Republic of Ireland or (C) Chapter 2 of Part 9 of the Companies Act 2014 of the Republic of Ireland.

7. No Shareholder Rights Prior to Vesting. The Participant shall have no rights of a shareholder (including the right to distributions or dividends) until shares of Company Stock are issued pursuant to the terms of this Award Agreement.

8. Performance Award Agreement Subject to Plan. This Award Agreement is made pursuant to all of the provisions of the Plan, which is incorporated herein by this reference, and is intended, and shall be interpreted, in a manner to comply therewith. In the event of any conflict between the provisions of this Award Agreement and the provisions of the Plan, the provisions of the Plan shall govern, except as expressly provided by Sections 5 and 6 of this Award Agreement.

9. No Rights to Continuation of Service. Nothing in the Plan or this Award Agreement shall confer upon the Participant any right to continue in the employ of the Company or any Subsidiary thereof or shall interfere with or restrict the right of the Company or its shareholders (or of a Subsidiary or its shareholders, as the case may be) to terminate the Participant's service at any time for any reason whatsoever, with or without Cause.

10. Tax Withholding. The Company shall be entitled to require a cash payment by or on behalf of the Participant and/or to deduct from any Performance Award granted hereunder or other compensation payable to the Participant any sums required by federal, state or local tax law to be withheld or to satisfy any applicable payroll deductions with respect to the vesting of, lapse of restrictions on, or payment of any Performance Award.

11. Section 409A Compliance. The Performance Award is intended to comply with Code Section 409A to the extent subject thereto and shall be interpreted in accordance with Code Section 409A and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Date of Grant. Notwithstanding any provision in the Plan or Award Agreement to the contrary, no payment or distribution under this Award Agreement that constitutes an item of deferred compensation under Code Section 409A and becomes payable by reason of the Participant's termination of service with the Company will be made to the Participant until the Participant's termination of service constitutes a "separation from service" (as defined in Code Section 409A). For purposes of this Award Agreement, each amount to be paid or benefit to be provided shall be construed as a separate identified payment for purposes of Code Section 409A. If a participant is a "specified employee" (as defined in Code Section 409A), then to the extent necessary to avoid the imposition of taxes under Code Section 409A, such Participant shall not be entitled to any payments upon a termination of his or her service until the earlier of: (i) the expiration of the six (6)-month period measured from the date of such Participant's "separation from service" or (ii) the date of such Participant's death. Upon the expiration of the applicable waiting period set forth in the preceding sentence, all payments and benefits deferred pursuant to this Paragraph 11 (whether they would have otherwise been payable in a single lump sum or in installments in the absence of such deferral) shall be paid to such Participant in a lump sum as soon as practicable, but in no event later than sixty (60) calendar days, following such expired period, and any remaining payments due under

this Award Agreement will be paid in accordance with the normal payment dates specified for them herein.

12. Governing Law. This Award Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws, and not the laws pertaining to conflicts or choice of laws, of the State of Delaware applicable to agreements made and to be performed wholly within the State of Delaware.

13. Binding on Successors. The terms of this Award Agreement shall be binding upon the Participant and upon the Participant's heirs, executors, administrators, personal representatives, transferees, assignees and successors in interest, and upon the Company and its successors and assignees, subject to the terms of the Plan.

14. No Assignment. Notwithstanding anything to the contrary in this Award Agreement, neither this Award Agreement nor any rights granted herein shall be assignable by the Participant.

15. Necessary Acts. The Participant hereby agrees to perform all acts, and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Award Agreement, including but not limited to all acts and documents related to compliance with federal and/or state securities and/or tax laws and applicable Irish law.

16. Entire Performance Award Agreement. This Award Agreement (including Exhibit A) and the Plan contain the entire agreement and understanding among the parties as to the subject matter hereof.

17. Headings. Headings are used solely for the convenience of the parties and shall not be deemed to be a limitation upon or descriptive of the contents of any such Paragraph.

18. Counterparts. This Award Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

19. Notices. All notices and other communications under this Award Agreement shall be in writing and shall be given by first class mail, certified or registered with return receipt requested, and shall be deemed to have been duly given three days after mailing to the respective parties named below:

If to Company: Endo International plc
c/o Endo Health Solutions Inc.
1400 Atwater Drive
Malvern, PA 19355
Attention: Treasurer

If to the Participant: At the address on file with the Company.

Either party hereto may change such party's address for notices by notice duly given pursuant hereto.

20. Amendment. No amendment or modification hereof shall be valid unless it shall be in writing and signed by all parties hereto.

21. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Award Agreement. The Participant has read and understands the terms and provisions thereof, and accepts the Performance Award subject to all the terms and conditions of the Plan and this Award Agreement.

22. No Compensation for Loss of Rights. The Participant hereby acknowledges that under no circumstances will s/he, on ceasing to be an employee or director of the Company or any of its Subsidiaries, be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under the Plan that s/he might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise howsoever.

23. Severability. All the terms and provisions of this Award Agreement are distinct and severable, and if any term or provision is held unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority it shall to that extent be deemed not to form part of this Award Agreement, and the enforceability, legality and validity of the remainder of this Award Agreement will not be affected; if any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to make it valid, enforceable and legal.

24. Data Protection. The Participant hereby acknowledges and consents to the Company and any Subsidiary sharing and exchanging his/her information held in order to administer and operate the Plan (including personal details, data relating to participation, salary, taxation and employment and sensitive personal data, e.g. data relating to physical or mental health, criminal conviction or the alleged commission of offences) (the "Information") and providing the Company and/or the Subsidiary's agents and/or third parties with the Information for the administration and operation of the Plan and the Participant further accepts that this may involve the Information being sent to a country outside the country in which the Participant provides services including to a country which may not have the same level of data protection laws as his/her home country. The Participant acknowledges that s/he has the right to request a list of the names and addresses of any potential recipients of the Information and to review and correct the Information by contacting his/her local human resources representative. The Participant acknowledges that the collection, processing and transfer of the Information is important to Plan administration and that failure to consent to same may prohibit participation in the Plan.

25. Additional Matters. This Award Agreement is intended to comply with the applicable laws of any country or jurisdiction where the Performance Award is granted under the Plan, and all provisions hereof shall be construed in a manner to so comply. The following provisions apply to Participants providing services in the country noted:

Canada:

Section 4 above shall be amended to add the following language at the end thereof as a new sub-section (g):

> (g) The Participant's date of termination of service shall be the Participant's last day of active service with the Company and its Subsidiaries and shall not include any period of statutory, contractual or common law reasonable notice or any period of deemed employment or salary continuance.

Section 10 above shall be deleted in its entirety and replaced with the following language:

> The Company shall be entitled to receive either a cash payment by or on behalf of the Participant or a sufficient amount of the proceeds from the sale of Company Stock to be acquired pursuant to this Award Agreement by the Participant's delivery to the Company of an assignment of such proceeds and an authorization to the broker or selling agent to pay that amount to the Company and to effect such sale at the time of exercise or other delivery of shares of Company Stock for any sums required by federal, state or local tax law to be withheld or to satisfy any applicable payroll deductions with respect to the vesting of, lapse of restrictions on, or payment of any Performance Award.

India:

As used herein, "Participant" shall have the meaning set forth in the Plan, except the term shall not include consultants of any Subsidiary in India.

Section 4(b) shall be deleted in its entirety and replaced with the following language:

> Termination of Service on Account of Death. Upon termination of the Participant's service on account of death prior to the Vesting Date, the Participant's Performance Awards shall immediately vest in his legal heirs or nominees, subject to fulfilment of the performance conditions specified In Exhibit A and shall be settled in shares of Company Stock for the benefit of the Participant's estate no later than the end of the calendar year in which the Participant's death occurs or, if later, by the fifteenth day of the third calendar month following the Participant's death.

Section 4(c) shall be deleted in its entirety and replaced with the following language:

Termination of Service on Account of Voluntary Retirement with Consent of Company. If the Participant voluntarily Retires with the consent of the Company, all of the Participant's unvested Performance Awards as of the date of termination shall stand vested on the date of termination of service, subject to the fulfilment of the performance conditions specified in Exhibit A.

Section 4(d) shall be deleted in its entirety and replaced with the following language:

Disability. If the Participant incurs a Disability that also constitutes a "disability" within the meaning of Section 409A, the Participant's unvested Performance Award as of the date of such Disability shall continue to be eligible to vest in accordance with the performance-based vesting conditions set forth on Exhibit A hereto regardless of any subsequent termination of service, provided such Disability does not result in termination of service. In the event of termination of service, the unvested Performance Award shall vest in him on the date of termination.

Section 10 shall be deleted in its entirety and replaced with the following language:

Tax Withholding. The Subsidiary under whose payroll the Participant is registered shall have the right to deduct or withhold from the Performance Award or payroll of the Participant an amount sufficient to satisfy income taxes required by law to be withheld with respect to the vesting of, lapse of restrictions on, or payment of any Performance Award or to satisfy any applicable payroll deductions. The obligations of the Company under this Award Agreement will be conditioned on such arrangement and the Company or such Subsidiary will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant.

Section 13 shall be amended to delete the term "transferees".

Section 14 shall be deleted in its entirety and replaced with the following language:

No Assignment. Notwithstanding anything to the contrary in this Award Agreement, but subject to the assignment of the Performance Award upon death of the Participant, neither this Award Agreement nor any rights granted herein shall be assignable by the Participant.

Section 15 shall be deleted in its entirety and replaced with the following language:

Necessary Acts. The Participant hereby agrees to perform all acts, and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Award Agreement, including but not limited to all acts and documents related to compliance with federal and/or state securities and/or tax laws and applicable Indian law. The rights and interests of the Participant under

the Award Agreement shall be subject to compliance under the Foreign Exchange Management Act, 1999 and the related rules thereto.

Ireland:

Section 4(c) above shall be deleted and be of no force and effect.

Section 13 above shall be amended to delete the words "transferees, assignees" therefrom.

Section 14 above shall be deleted in its entirety and replaced with the following language:

No Assignment or Transfer. Notwithstanding anything to the contrary in this Award Agreement, neither this Award Agreement nor any rights granted herein shall be assignable by the Participant. Neither this Award Agreement nor any rights granted herein shall be transferable by the Participant in any circumstances, except on the death of the Participant.

Mexico:

Section 10 above shall be deleted and be of no force and effect.

Section 21 above shall be amended to add the following language:

The Performance Award shall not become part of the Participant's salary or compensation, nor an acquired right, since it is not intended to compensate the Participant for his/her services to his/her employer but to be part of a global employee retention plan implemented by the Company. Therefore, the Plan, or the right of the Participant to receive any awards pursuant to the Plan, may be modified or terminated at any time. In addition, the value of such Performance Awards will not be considered at any time for purposes of the Participant's severance calculations.

South Africa:

Section 10 above shall be amended to include the sentence in bold:

Tax Withholding. The Company **and/or the Participant's employer** shall be entitled to require a cash payment by or on behalf of the Participant and/or to deduct from any Performance Awards granted hereunder of compensation payable to the Participant **and/or from any other compensation payable to the Participant** any sums required by federal, state or local tax law to be withheld or to satisfy any applicable payroll deductions with respect to the vesting of, lapse of restrictions on, or payment of any Performance Award.

Section 15 above shall be amended to include the sentence in bold:

Necessary Acts. The Participant hereby agrees to perform all acts, and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Award Agreement, including but not limited to all acts and documents related to compliance with federal and/or state securities and/or tax laws and applicable Irish law. **Participant's participation in terms of this Award Agreement is subject to compliance by the Participant with all applicable South African exchange control laws and rules.**

Section 21 above shall be amended to add the following provisions:

This Performance Award contains no promise of any future awards. In other words, by the Participant's signature below, he/she agrees that he/she will have no entitlement or claim to, or expectation of, receiving further awards on the basis of this Performance Award or previous awards.

The Performance Award shall not constitute part of the Participant's terms and conditions of employment, including without limitation his/her remuneration, nor an acquired right, since it is not intended to compensate the Participant for his/her services to his/her employer. Therefore, the Plan, or the right of the Participant to receive awards pursuant to the Plan, may be amended, supplemented, substituted or terminated at any time. In addition, the value of such Performance Awards will not be considered at any time for purposes of calculating any leave pay, notice pay, severance pay or compensation or the like, which may be due or awarded to the Participant.

United Kingdom:

As used herein, "Cause" shall have the meaning set forth in the Plan and, with respect to any Participant who is a party to an employment agreement with the Company, the definition of "Cause" shall include any circumstances in which the Company may terminate the Participant's employment agreement without notice in accordance with its terms.

As used herein, "Disability" shall mean the Participant's inability to, solely because of injury or physical or mental illness: (i) perform the material duties of his or her regular occupation and (ii) earn 80% or more of his or her base salary or wages in respect of his or her regular occupation, for a period that lasts or can reasonably be expected to last for a continuous period of 12 months.

Section 4(c) above shall be deleted and be of no force and effect.

Section 10 above shall be deleted in its entirety and replaced with the following:

Tax Liabilities. The Participant irrevocably agrees (A) to pay, or enter into arrangements to the satisfaction of the Company to pay, to the Company, the Participant's employer or former employer (as appropriate) the amount of any Tax Liability, (B) that the Company, the Participant's employer or former employer (as

appropriate) may, if it so elects by written notice to the Participant, recover the whole or any part of any Employer NICs from the Participant, (C) that the Participant shall, promptly upon being requested to do so by the Company, the Participant's employer or former employer (as appropriate), elect (using a form approved by HM Revenue & Customs) that the whole or any part of the liability for Employer NICs shall be transferred to the Participant; (D) to enter into a joint election, under section 431(1) or 431(2) of the Income Tax (Earnings & Pensions) Act 2003 ("**ITEPA**"), in respect of the Company Stock delivered pursuant to a Performance Award, if required to do so by the Company, the Participant's employer or former employer, before, on or within 14 days after any date of delivery of such Company Stock. For the purposes of this section the following capitalized terms shall have the meanings set out below:

"**Employer NICs**": any secondary class 1 (employer) national insurance contributions that the Company or any employer (or former employer) of the Participant is liable to pay as a result of any Taxable Event (or which that person would be liable to pay in the absence of an election of the type referred to in (C) above) and that may be lawfully recovered from the Participant.

"**Taxable Event**": any event or circumstance that gives rise to a liability for the Participant to pay income tax and national insurance contributions or either of them in respect of: (a) the Performance Award, including its assignment or surrender for consideration, or the receipt of any benefit in connection with it; (b) any shares (or other securities or assets): (i) earmarked or held to satisfy the Performance Award; (ii) acquired pursuant to the Performance Award; or (iv) acquired in consideration of the assignment or surrender of the Performance Award; (c) any securities (or other assets) acquired or earmarked as a result of holding shares (or other securities or assets) mentioned in (b); or (d) any amount due in respect of assets within (a) to (c) above and not made good by the Participant within the time limit specified in section 222 ITEPA.

"**Tax Liability**": the total of (a) any income tax and primary class 1 (employee) national insurance contributions that any employer (or former employer) of the Participant is liable to account for (or reasonably believes it is liable to account for) as a result of any Taxable Event; and (b) any Employer NICs that any employer (or former employer) of the Participant is liable to pay (or reasonably believes it is liable to pay) as a result of any Taxable Event and that can be recovered lawfully from the Participant.

Section 22 shall be replaced by the following provision:

Nothing contained in the Plan or this Performance Award shall form part of the Participant's contract of employment. The Participant hereby acknowledges that under no circumstances will s/he, on ceasing to be an employee or director of or otherwise engaged by the Company or any of its Subsidiaries for any reason

(including as a result of a repudiatory breach of contract by the Company or any of its Subsidiaries), be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under the Plan that s/he might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise howsoever. By signing this Performance Award the Participant shall be deemed irrevocably to have waived any such entitlement.

IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement as of the date set forth above.

ENDO INTERNATIONAL PLC

_____

By:
Name: Rajiv De Silva
Title: President & Chief Executive Officer

PARTICIPANT

Signature _____

Print Name:

EXHIBIT A

The Participant will be entitled to receive a number of shares of Company Stock as of the Vesting Date, equal to a multiple of the Target Performance Award based on the 3-Year CAGR (as defined below) for the Performance Period:

3-Year CAGR	Multiple Applicable to Target Performance Award	Required Per Share Price (30-Day Avg.)
30% and above	3	$[ ] or above
20%	2	$[ ]
10%	1	$[ ]
Below 10%	0	Less than $[ ]

If the 3-Year CAGR is between 10% and 20% or is between 20% and 30%, the Participant will vest in a number of shares of Company Stock that is the mathematical linear interpolation between the number of shares of Company Stock that would vest at the defined ends of the applicable spectrum.

> ***"3-Year CAGR"*** shall mean the three-year compounded annual growth rate (CAGR) of the Company Stock, which will be determined based on the appreciation of the Per Share Price during the Performance Period, plus any dividends paid on the shares of Company Stock during the Performance Period.
>
> ***"Per Share Price"*** shall mean the average of the closing prices of shares of Company Stock (on the national securities exchange on which the Company Stock is principally traded) during the thirty (30) consecutive trading days ending on the day prior to the applicable measurement date.

The determination of the 3-Year CAGR will be made in the sole discretion of the Committee, after the end of the Performance Period once the applicable year-end audit is available. The Committee has discretion to accelerate the vesting of all or a portion of the Participant's Performance Award based upon the overall performance of the Company and/or the Participant or based upon any change in business conditions, provided that the exercise of such discretion would not cause a Performance Award that would otherwise be deducible as "performance-based" compensation within the meaning of Section 162(m) of the Code to become non-deductible.

Grant No.

ENDO INTERNATIONAL PLC
MATCHED PERFORMANCE AWARD AGREEMENT
UNDER THE 2015 STOCK INCENTIVE PLAN

This Matched Performance Award Agreement (this "Award Agreement") is made and entered into as of the date of grant set forth below (the "Date of Grant") by and between Endo International plc, an Irish public limited company (the "Company"), and the participant named below (the "Participant"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Company's 2015 Stock Incentive Plan (the "Plan"). Where the context permits, references to the Company shall include any successor to the Company.

Name of Participant:

Total Target Matched Performance Award (Number of Restricted Stock Units Underlying the Matched Performance Award):

Date of Grant:

Performance Period: The period beginning on the Date of Grant and ending on the third anniversary of the Date of Grant.

Offering Period: [ ]

1. Grant of Matched Performance Awards. The Company hereby grants to the Participant the total number of restricted stock units set forth above (the "Matched Performance Award"), subject to all of the terms and conditions of this Award Agreement and the Plan.

2. Form of Payment and Vesting. The Matched Performance Award shall represent the right to receive the number of shares of Company Stock set forth above on the first business day following the last day of the Performance Period (the "Vesting Date"), if (a) the Committee (or such individuals or entity designated by the Committee) determines that a number of shares of Company Stock equal to the Matched Performance Award, as determined in accordance with Exhibit A hereto, has been earned, (b) except as provided in Paragraph 4 of this Award Agreement, the Participant is employed by the Company or one of its Subsidiaries through the Vesting Date, and (c) the Matched Performance Award has not been forfeited in accordance with the provisions of Section 3(a) of this Award Agreement. Notwithstanding the above, earned shares of Company Stock shall be treated as delivered on the first business day following the Vesting Date (the "Delivery Date") provided that they are delivered on a date following the Delivery Date that is in the same calendar year as the Delivery Date or, if later, by the fifteenth day of the third calendar month following the Delivery Date. If the Matched Performance Award is not earned in accordance with the provisions of Exhibit A as of the Vesting

Date, as determined by the Committee (or its designee), the Matched Performance Award shall be immediately forfeited.

3. Restrictions.

(a) Additional Forfeiture Provisions. If (i) prior to the Vesting Date, the Participant sells (or otherwise disposes of in a manner not specifically approved by the Committee) any Match Eligible Shares (as defined below) or (ii) during the six months following the Date of Grant, the Participant sells (or otherwise disposes of in a manner not specifically approved by the Committee) any shares of Company Stock, whether or not Match Eligible Shares, the Matched Performance Award shall be forfeited. In addition, if, following the Date of Grant, the Company becomes aware that the Participant sold shares of Company Stock during the six month period prior to the Date of Grant such that, had the Company been aware of such sale prior to the Date of Grant, the Matched Performance Award would not have been granted to the Participant pursuant to the terms of this Award Agreement, the Matched Performance Award shall be forfeited. For the avoidance of doubt, the net settlement of any previously granted equity awards to satisfy exercise price or tax withholding obligations shall not be considered a sale or other disposition of shares of Company Stock for purposes of this Award Agreement. For purposes of this Award Agreement, "Match Eligible Shares" shall mean the shares of Company Stock that the Participant purchases during the Offering Period (as set forth above) for which the Participant has received a corresponding Matched Performance Award under this Agreement.

(b) Notification Requirements. The Participant hereby agrees to notify the Company of (i) any Company Stock that the Participant sells during the six month period following the Date of Grant and (ii) any Match Eligible Shares that the Participant sells prior to the Vesting Date and the Company, in its sole discretion, has the authority to determine whether such sale results in the forfeiture of the Matched Performance Award in accordance with the terms of this Award Agreement.

(c) Sales Restrictions. The Matched Performance Award granted hereunder may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of or encumbered, and shall be subject to a risk of forfeiture and until any additional requirements or restrictions contained in this Award Agreement or in the Plan have been otherwise satisfied, terminated or expressly waived by the Company in writing.

4. Termination of Service; Disability.

(a) Termination of Service For Cause. Upon a Participant's termination of service with the Company and its Subsidiaries for Cause prior to the Vesting Date, the Participant's Matched Performance Award shall be forfeited as of the date of such termination of service.

(b) Termination of Service On Account of Death. Upon termination of a Participant's service on account of death prior to the Vesting Date, the Participant's Matched Performance Award shall vest as of the date of such termination of service and shall be settled in

shares of Company Stock for the benefit of the Participant's estate no later than the end of the calendar year in which the Participant's death occurs or, if later, by the fifteenth day of the third calendar month following the Participant's death.

(c) Termination of Service On Account of Voluntary Retirement with Consent of Company. In the event of the Participant's voluntary Retirement with the consent of the Company prior to the Vesting Date, the Participant's Matched Performance Award shall continue to be eligible to vest in accordance with the performance-based vesting conditions set forth on Exhibit A hereto regardless of such termination of service.

(d) Disability. If the Participant incurs a Disability that also constitutes a "disability" within the meaning of Section 409A of the Code prior to the Vesting Date, the Participant's Matched Performance Award shall continue to be eligible to vest in accordance with the performance-based vesting conditions set forth on Exhibit A hereto regardless of any subsequent termination of service.

(e) Termination of Service by the Company without Cause or by the Participant for Good Reason. Upon termination of the Participant's service with the Company without Cause or by the Participant for "good reason" or any like term as defined under any employment agreement with the Company or a Subsidiary to which the Participant is a party prior to the Vesting Date, the Participant shall vest in a prorated portion of the Matched Performance Award (as detailed below) if the applicable performance criteria are achieved, measured as of the date of the Participant's termination of service, multiplied by a fraction, the numerator of which is the number of months of Participant's service during the Performance Period and the denominator of which is the total number of months in the Performance Period. The vested portion of the Matched Performance Award shall be settled in shares of Company Stock immediately following such termination. Notwithstanding the foregoing, (i) if termination of the Participant's service occurs prior to the first anniversary of the Date of Grant, the 3-Year CAGR (as defined in Exhibit A) will be determined as though the date of the Participant's termination of service is the one-year anniversary of the Date of Grant and (ii) the Committee (or such individual or individuals authorized by the Committee) may, in its discretion, exercise negative discretion to determine payout achievement.

(f) Termination of Service For Any Other Reason. Unless otherwise provided in an individual agreement with the Participant, if the Participant terminates service with the Company and its Subsidiaries prior to the Vesting Date for any reason other than the reasons enumerated in Subparagraphs (a) through (e) above, the Participant's Matched Performance Award as of the date of termination shall be forfeited.

5. Change in Control. In the event of a Change in Control prior to the Vesting Date, the restrictions, deferral limitations, payment conditions, and forfeiture conditions applicable to the Matched Performance Award shall lapse and the Matched Performance Award shall be settled in shares of Company Stock immediately prior to the Change in Control if the applicable performance criteria are achieved, measured as of the date of the Change in Control. Notwithstanding the foregoing, if the Change in Control occurs prior to the first anniversary of

the Date of Grant, the 3-Year CAGR will be determined based on an assumed measurement period of one year. If the Matched Performance Award is not earned in accordance with the provisions of this Section 5 as of the Change in Control, the Matched Performance Award shall be immediately forfeited on the date of the Change in Control.

6. Change in Control Definition. Notwithstanding anything to the contrary in the Plan, for purposes of this Award Agreement, Change in Control means and shall be deemed to have occurred upon the first of the following events to occur:

(a) Any "Person" (as defined below) is or becomes the "beneficial owner" ("Beneficial Owner") within the meaning set forth in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its "Affiliates" (as defined in Rule 12b-2 promulgated under Section 12 of the Exchange Act)) representing 30% or more of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (A) of Subparagraph (c) below; or

(b) The following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the date hereof, constitute the Board of Directors and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board of Directors or nomination for election by the Company's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the date hereof or whose appointment, election or nomination for election was previously so approved or recommended; or

(c) There is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation or other entity, other than (A) a merger or consolidation which results in (i) the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, at least 60% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation and (ii) the individuals who comprise the Board of Directors immediately prior thereto constituting immediately thereafter at least a majority of the board of directors of the Company, the entity surviving such merger or

consolidation or, if the Company or the entity surviving such merger is then a subsidiary, the ultimate parent thereof, or (B) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing 30% or more of the combined voting power of the Company's then outstanding securities; or

(d) The shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets (it being conclusively presumed that any sale or disposition is a sale or disposition by the Company of all or substantially all of its assets if the consummation of the sale or disposition is contingent upon approval by the Company's shareholders unless the Board of Directors expressly determines in writing that such approval is required solely by reason of any relationship between the Company and any other Person or an Affiliate of the Company and any other Person), other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity (A) at least 60% of the combined voting power of the voting securities of which are owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale or disposition and (B) the majority of whose board of directors immediately following such sale or disposition consists of individuals who comprise the Board of Directors immediately prior thereto.

For purposes hereof, "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 15(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company.

Notwithstanding the foregoing, (i) a "Change in Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the Company Stock immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions and (ii) with respect to any Award that constitutes a deferral of compensation subject to Section 409A of the Code, no such Award shall become payable as a result of the occurrence of a Change in Control unless such Change in Control also constitutes a change in the

ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company under Section 409A of the Code.

For the avoidance of doubt, any one or more of the above events may be effected pursuant to (A) a takeover under Irish takeover rules; (B) acompromise or arrangement under Chapter 1 of Part 9 of the Companies Act 2014 of the Republic of Ireland or (C) Chapter 2 of Part 9 of the Companies Act 2014 of the Republic of Ireland.

7. No Shareholder Rights Prior to Vesting. The Participant shall have no rights of a shareholder (including the right to distributions or dividends) until shares of Company Stock are issued pursuant to the terms of this Award Agreement.

8. Matched Performance Award Agreement Subject to Plan. This Award Agreement is made pursuant to all of the provisions of the Plan, which is incorporated herein by this reference, and is intended, and shall be interpreted, in a manner to comply therewith. In the event of any conflict between the provisions of this Award Agreement and the provisions of the Plan, the provisions of the Plan shall govern, except as expressly provided by Paragraph 6 of this Award Agreement.

9. No Rights to Continuation of Service. Nothing in the Plan or this Award Agreement shall confer upon the Participant any right to continue in the employ of the Company or any Subsidiary thereof or shall interfere with or restrict the right of the Company or its shareholders (or of a Subsidiary or its shareholders, as the case may be) to terminate the Participant's service at any time for any reason whatsoever, with or without Cause.

10. Tax Withholding. The Company shall be entitled to require a cash payment by or on behalf of the Participant and/or to deduct from any Matched Performance Award granted hereunder or other compensation payable to the Participant any sums required by federal, state or local tax law to be withheld or to satisfy any applicable payroll deductions with respect to the vesting of, lapse of restrictions on, or payment of any Matched Performance Award.

11. Section 409A Compliance. The Matched Performance Award is intended to comply with Code Section 409A to the extent subject thereto and shall be interpreted in accordance with Code Section 409A and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Date of Grant. Notwithstanding any provision in the Plan or Award Agreement to the contrary, no payment or distribution under this Award Agreement that constitutes an item of deferred compensation under Code Section 409A and becomes payable by reason of the Participant's termination of service with the Company will be made to the Participant until the Participant's termination of service constitutes a "separation from service" (as defined in Code Section 409A). For purposes of this Award Agreement, each amount to be paid or benefit to be provided shall be construed as a separate identified payment for purposes of Code Section 409A. If a participant is a "specified employee" (as defined in

Code Section 409A), then to the extent necessary to avoid the imposition of taxes under Code Section 409A, such Participant shall not be entitled to any payments upon a termination of his or her service until the earlier of: (i) the expiration of the six (6)-month period measured from the date of such Participant's "separation from service" or (ii) the date of such Participant's death. Upon the expiration of the applicable waiting period set forth in the preceding sentence, all payments and benefits deferred pursuant to this Section 11 (whether they would have otherwise been payable in a single lump sum or in installments in the absence of such deferral) shall be paid to such Participant in a lump sum as soon as practicable, but in no event later than sixty (60) calendar days, following such expired period, and any remaining payments due under this Award Agreement will be paid in accordance with the normal payment dates specified for them herein.

12. Governing Law. This Award Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws, and not the laws pertaining to conflicts or choice of laws, of the State of Delaware applicable to agreements made and to be performed wholly within the State of Delaware.

13. Binding on Successors. The terms of this Award Agreement shall be binding upon the Participant and upon the Participant's heirs, executors, administrators, personal representatives, transferees, assignees and successors in interest, and upon the Company and its successors and assignees, subject to the terms of the Plan.

14. No Assignment. Notwithstanding anything to the contrary in this Award Agreement, neither this Award Agreement nor any rights granted herein shall be assignable by the Participant.

15. Necessary Acts. The Participant hereby agrees to perform all acts, and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Award Agreement, including but not limited to all acts and documents related to compliance with federal and/or state securities and/or tax laws and applicable Irish law.

16. Entire Matched Performance Award Agreement. This Award Agreement (including Exhibit A) and the Plan contain the entire agreement and understanding among the parties as to the subject matter hereof.

17. Headings. Headings are used solely for the convenience of the parties and shall not be deemed to be a limitation upon or descriptive of the contents of any such Paragraph.

18. Counterparts. This Award Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

19. Notices. All notices and other communications under this Award Agreement shall be in writing and shall be given by first class mail, certified or registered with return receipt requested, and shall be deemed to have been duly given three days after mailing to the respective parties named below:

If to Company: Endo International plc
c/o Endo Health Solutions Inc.
1400 Atwater Drive
Malvern, PA 19355
Attention: Treasurer

If to the Participant: At the address on file with the Company.

Either party hereto may change such party's address for notices by notice duly given pursuant hereto.

20. Amendment. No amendment or modification hereof shall be valid unless it shall be in writing and signed by all parties hereto.

21. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Award Agreement. The Participant has read and understands the terms and provisions thereof, and accepts the Matched Performance Award subject to all the terms and conditions of the Plan and this Award Agreement.

22. No Compensation for Loss of Rights. The Participant hereby acknowledges that under no circumstances will s/he, on ceasing to be an employee or director of the Company or any of its Subsidiaries, be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under the Plan that s/he might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise howsoever.

23. Severability. All the terms and provisions of this Award Agreement are distinct and severable, and if any term or provision is held unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority it shall to that extent be deemed not to form part of this Award Agreement, and the enforceability, legality and validity of the remainder of this Award Agreement will not be affected; if any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to make it valid, enforceable and legal.

24. Data Protection. The Participant hereby acknowledges and consents to the Company and any Subsidiary sharing and exchanging his/her information held in order to administer and operate the Plan (including personal details, data relating to participation, salary, taxation and employment and sensitive personal data, e.g. data relating to physical or mental health, criminal conviction or the alleged commission of offences) (the "Information") and providing the Company and/or the Subsidiary's agents and/or third parties with the Information for the administration and operation of the Plan and the Participant further accepts that this may involve the Information being sent to a country outside the country in which the Participant provides services including to a country which may not have the same level of data protection

laws as his/her home country. The Participant acknowledges that s/he has the right to request a list of the names and addresses of any potential recipients of the Information and to review and correct the Information by contacting his/her local human resources representative. The Participant acknowledges that the collection, processing and transfer of the Information is important to Plan administration and that failure to consent to same may prohibit participation in the Plan.

25. Additional Matters. This Award Agreement is intended to comply with the applicable laws of any country or jurisdiction where the Matched Performance Award is granted under the Plan, and all provisions hereof shall be construed in a manner to so comply. The following provisions apply to Participants providing services in the country noted:

Canada:

Section 4 above shall be amended to add the following language at the end thereof as a new sub-section (g):

> (g) The Participant's date of termination of service shall be the Participant's last day of active service with the Company and its Subsidiaries and shall not include any period of statutory, contractual or common law reasonable notice or any period of deemed employment or salary continuance.

Section 10 above shall be deleted in its entirety and replaced with the following language:

> The Company shall be entitled to receive either a cash payment by or on behalf of the Participant or a sufficient amount of the proceeds from the sale of Company Stock to be acquired pursuant to this Award Agreement by the Participant's delivery to the Company of an assignment of such proceeds and an authorization to the broker or selling agent to pay that amount to the Company and to effect such sale at the time of exercise or other delivery of shares of Company Stock for any sums required by federal, state or local tax law to be withheld or to satisfy any applicable payroll deductions with respect to the vesting of, lapse of restrictions on, or payment of any Matched Performance Award.

India:

As used herein, "Participant" shall have the meaning set forth in the Plan, except the term shall not include consultants of any Subsidiary in India.

Section 4(b) shall be deleted in its entirety and replaced with the following language:

> Termination of Service On Account of Death. Upon termination of a Participant's service on account of death prior to the Vesting Date, the Participant's Matched Performance Award shall vest as of the date of such termination of service on his

legal heirs or nominee and shall be settled in shares of Company Stock for the benefit of the Participant's estate no later than the end of the calendar year in which the Participant's death occurs or, if later, by the fifteenth day of the third calendar month following the Participant's death.

Section 4(c) shall be deleted in its entirety and replaced with the following language:

Termination of Service On Account of Voluntary Retirement with Consent of Company. In the event of the Participant's voluntary Retirement with the consent of the Company prior to the Vesting Date, the Participant's Matched Performance Award shall vest on the date of termination of service, subject to the fulfilment of the performance conditions specified in Exhibit A.

Section 4(d) shall be deleted in its entirety and replaced with the following language:

Disability. If the Participant incurs a Disability that also constitutes a "disability" within the meaning of Section 409A of the Code prior to the Vesting Date, the Participant's Matched Performance Award shall continue to be eligible to vest in accordance with the performance-based vesting conditions set forth on Exhibit A hereto, provided such Disability does not result in termination of service. In the event of termination of service, the unvested Matched Performance Award shall vest in him on the date of termination.

Section 10 shall be deleted in its entirety and replaced with the following language:

Tax Withholding: The Subsidiary under whose payroll the Participant is registered shall have the right to deduct or withhold from the Matched Performance Award or payroll of the Participant an amount sufficient to satisfy income taxes required by law to be withheld with respect to the vesting of, lapse of restrictions on, or payment of any Matched Performance Award or to satisfy any applicable payroll deductions. The obligations of the Company under this Award Agreement will be conditioned on such arrangement and the Company or such Subsidiary will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant.

Section 13 shall be amended to delete the term "transferee".

Section 14 shall be deleted in its entirety and replaced with the following language:

No Assignment. Notwithstanding anything to the contrary in this Award Agreement, but subject to the assignment of the Matched Performance Award upon death of the Participant, neither this Award Agreement nor any rights granted herein shall be assignable by the Participant.

Section 15 shall be deleted in its entirety and replaced with the following language:

Necessary Acts. The Participant hereby agrees to perform all acts, and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Award Agreement, including but not limited to all acts and documents related to compliance with federal and/or state securities and/or tax laws and applicable Indian law. The rights and interests of the Participant under the Award Agreement shall be subject to compliance under the Foreign Exchange Management Act, 1999 and the related rules thereto.

Ireland:

Section 4(c) above shall be deleted and be of no force and effect.

Section 13 above shall be amended to delete the words "transferees, assignees" therefrom.

Section 14 above shall be deleted in its entirety and replaced with the following language:

No Assignment or Transfer. Notwithstanding anything to the contrary in this Award Agreement, neither this Award Agreement nor any rights granted herein shall be assignable by the Participant. Neither this Award Agreement nor any rights granted herein shall be transferable by the Participant in any circumstances, except on the death of the Participant.

Mexico:

Section 10 above shall be deleted and be of no force and effect.

Section 21 above shall be amended to add the following language:

The Matched Performance Award shall not become part of the Participant's salary or compensation, nor an acquired right, since it is not intended to compensate the Participant for his/her services to his/her employer but to be part of a global employee retention plan implemented by the Company. Therefore, the Plan, or the right of the Participant to receive any awards pursuant to the Plan, may be modified or terminated at any time. In addition, the value of such Matched Performance Awards will not be considered at any time for purposes of the Participant's severance calculations.

South Africa:

Section 10 above shall be amended to include the sentence in bold:

Tax Withholding. The Company **and/or the Participant's employer** shall be entitled to require a cash payment by or on behalf of the Participant and/or to deduct from any Matched Performance Award granted hereunder of compensation payable to the Participant **and/or from any other compensation payable to the**

Participant any sums required by federal, state or local tax law to be withheld or to satisfy any applicable payroll deductions with respect to the vesting of, lapse of restrictions on, or payment of any Matched Performance Award.

Section 15 above shall be amended to include the sentence in bold:

Necessary Acts. The Participant hereby agrees to perform all acts, and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Award Agreement, including but not limited to all acts and documents related to compliance with federal and/or state securities and/or tax laws and applicable Irish law. **Participant's participation in terms of this Award Agreement is subject to compliance by the Participant with all applicable South African exchange control laws and rules.**

Section 21 above shall be amended to add the following provisions:

This Matched Performance Award contains no promise of any future awards. In other words, by the Participant's signature below, he/she agrees that he/she will have no entitlement or claim to, or expectation of, receiving further awards on the basis of this Matched Performance Award or previous awards.

The Matched Performance Award shall not constitute part of the Participant's terms and conditions of employment, including without limitation his/her remuneration, nor an acquired right, since it is not intended to compensate the Participant for his/her services to his/her employer. Therefore, the Plan, or the right of the Participant to receive awards pursuant to the Plan, may be amended, supplemented, substituted or terminated at any time. In addition, the value of such Matched Performance Awards will not be considered at any time for purposes of calculating any leave pay, notice pay, severance pay or compensation or the like, which may be due or awarded to the Participant.

United Kingdom:

As used herein, "Cause" shall have the meaning set forth in the Plan and, with respect to any Participant who is a party to an employment agreement with the Company, the definition of "Cause" shall include any circumstances in which the Company may terminate the Participant's employment agreement without notice in accordance with its terms.

As used herein, "Disability" shall mean the Participant's inability to, solely because of injury or physical or mental illness: (i) perform the material duties of his or her regular occupation and (ii) earn 80% or more of his or her base salary or wages in respect of his or her regular occupation, for a period that lasts or can reasonably be expected to last for a continuous period of 12 months.

Section 4(c) above shall be deleted and be of no force and effect.

Section 10 above shall be deleted in its entirety and replaced with the following:

Tax Liabilities. The Participant irrevocably agrees (A) to pay, or enter into arrangements to the satisfaction of the Company to pay, to the Company, the Participant's employer or former employer (as appropriate) the amount of any Tax Liability, (B) that the Company, the Participant's employer or former employer (as appropriate) may, if it so elects by written notice to the Participant, recover the whole or any part of any Employer NICs from the Participant, (C) that the Participant shall, promptly upon being requested to do so by the Company, the Participant's employer or former employer (as appropriate), elect (using a form approved by HM Revenue & Customs) that the whole or any part of the liability for Employer NICs shall be transferred to the Participant, (D) to enter into a joint election, under section 431(1) or 431(2) of the Income Tax (Earnings & Pensions) Act 2003 ("**ITEPA**"), in respect of the Company Stock delivered pursuant to a Matched Performance Award, if required to do so by the Company, the Participant's employer or former employer, before, on or within 14 days after any date of delivery of such Company Stock. For the purposes of this section the following capitalized terms shall have the meanings set out below:

"**Employer NICs**": any secondary class 1 (employer) national insurance contributions that the Company or any employer (or former employer) of the Participant is liable to pay as a result of any Taxable Event (or which that person would be liable to pay in the absence of an election of the type referred to in (C) above) and that may be lawfully recovered from the Participant.

"**Taxable Event**": any event or circumstance that gives rise to a liability for the Participant to pay income tax and national insurance contributions or either of them in respect of: (a) the Matched Performance Award, including its assignment or surrender for consideration, or the receipt of any benefit in connection with it; (b) any shares (or other securities or assets): (i) earmarked or held to satisfy the Matched Performance Award; (ii) acquired pursuant to the Matched Performance Award; or (iv) acquired in consideration of the assignment or surrender of the Matched Performance Award; (c) any securities (or other assets) acquired or earmarked as a result of holding shares (or other securities or assets) mentioned in (b); or (d) any amount due in respect of assets within (a) to (c) above and not made good by the Participant within the time limit specified in section 222 ITEPA.

"**Tax Liability**": the total of (a) any income tax and primary class 1 (employee) national insurance contributions that any employer (or former employer) of the Participant is liable to account for (or reasonably believes it is liable to account for) as a result of any Taxable Event; and (b) any Employer NICs that any employer (or former employer) of the Participant is liable to pay (or reasonably believes it is liable to pay) as a result of any Taxable Event and that can be recovered lawfully from the Participant.

Section 22 above shall be replaced by:

> Nothing contained in the Plan or this Matched Performance Award shall form part of the Participant's contract of employment. The Participant hereby acknowledges that under no circumstances will s/he, on ceasing to be an employee or director of or otherwise engaged by the Company or any of its Subsidiaries for any reason (including as a result of a repudiatory breach of contract by the Company or any of its Subsidiaries), be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under the Plan that s/he might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise howsoever. By signing this Matched Performance Award the Participant shall be deemed irrevocably to have waived any such entitlement.

IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement as of the date set forth above.

ENDO INTERNATIONAL PLC

_____

By:
Name: Rajiv De Silva
Title: President & Chief Executive Officer

PARTICIPANT

Signature _____

Print Name:

EXHIBIT A

The Participant will be entitled to receive a number of shares of Company Stock as of the Vesting Date, equal to a multiple of the Matched Performance Award based on the 3-Year CAGR (as defined below) for the Performance Period:

3-Year CAGR	Multiple Applicable to the Matched Performance Award	Required Per Share Price (30-Day Avg.)
10% and above	1	$[ ]
Below 10%	0	Less than $[ ]

"3-Year CAGR" shall mean the three-year compounded annual growth rate (CAGR) of the Company Stock, which will be determined based on the appreciation of the Per Share Price during the Performance Period, plus any dividends paid on the shares of Company Stock during the Performance Period.

"Per Share Price" shall mean the average of the closing prices of shares of Company Stock (on the national securities exchange on which the Company Stock is principally traded) during the thirty (30) consecutive trading days ending on the day prior to the applicable measurement date.

The determination of the 3-Year CAGR will be made in the sole discretion of the Committee (or such individuals or entity designated by the Committee), after the end of the Performance Period once the applicable year-end audit is available. The Committee has discretion to accelerate the vesting of all or a portion of the Participant's Matched Performance Award based upon the overall performance of the Company and/or the Participant or based upon any change in business conditions, provided that the exercise of such discretion would not cause a Matched Performance Award that would otherwise be deducible as "performance-based" compensation within the meaning of Section 162(m) of the Code to become non-deductible.

SUPPLEMENTAL INDENTURE

Supplemental Indenture (this "*Supplemental Indenture*"), dated as of June 24, 2015, among Hawk Acquisition Ireland Limited, a private limited company incorporated under the laws of Ireland, Manjano Limited (to be renamed Endo TopFin Limited), a private limited company incorporated under the laws of Ireland, Endo Ireland Finance Limited, a private limited company incorporated under the laws of Ireland, Endo US Holdings Luxembourg I S.à r.l., a *société à responsabilité limitée* (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg, Endo US Holdings Luxembourg II S.à r.l., a *société à responsabilité limitée* (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg, Endo Bermuda Finance Limited, a limited liability company incorporated under the laws of Bermuda, and Hawk Acquisition ULC, an unlimited liability company incorporated under the laws of Bermuda (collectively, the "*Guaranteeing Subsidiaries*"), subsidiaries of Endo Limited, a private limited company incorporated under the laws of Ireland (the "*Company*"), the Issuers, the other Guarantors (both, as defined in the Indenture referred to below) 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, Endo Finance LLC, a Delaware limited liability company, and Endo Finco Inc., a Delaware corporation, have heretofore executed and delivered to the Trustee an indenture, dated as of May 6, 2014, as supplemented by a supplemental indenture, dated as of May 28, 2014, a supplemental indenture, dated as of July 10, 2014, a supplemental indenture, dated as of August 11, 2014, a supplemental indenture, dated as of December 22, 2014, a supplemental indenture, dated as of February 3, 2015, a supplemental indenture, dated as of March 20, 2015, and a supplemental indenture, dated as of March 27, 2015, in each case, among the Issuers, the Guarantors party thereto and the Trustee (as so supplemented, the "*Indenture*"), providing for the issuance of 7.00% Senior Notes due 2019 (the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*");

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Account Tax Compliance Act purposes; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. Each of the Guaranteeing Subsidiaries hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.

3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Issuers or any Guarantor, as such, will have any liability for any obligations of the Issuers or the Guarantors under the Notes, the Indenture, this Supplemental Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4. NEW YORK LAW TO GOVERN; WAIVER OF JURY TRIAL. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ISSUERS AND THE GUARANTORS CONSENTS AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE OR U.S. FEDERAL COURT LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK IN RELATION TOS ANY LEGAL ACTION OR PROCEEDING (I) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS INDENTURE, AS SUPPLEMENTED, THE NOTES, THE GUARANTEES AND ANY RELATED DOCUMENTS AND/OR (II) ARISING UNDER ANY U.S. FEDERAL OR U.S. STATE SECURITIES LAWS IN RESPECT OF THE NOTES, THE GUARANTEES AND ANY SECURITIES ISSUED PURSUANT TO THE TERMS OF THE INDENTURE, AS SUPPLEMENTED. EACH OF THE ISSUERS AND THE GUARANTORS WAIVES ANY OBJECTION TO PROCEEDINGS IN ANY SUCH COURTS, WHETHER ON THE GROUND OF VENUE OR ON THE GROUND THAT THE PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE GUARANTEEING SUBSIDIARIES, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, SHALL APPOINT CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, 13TH FLOOR, NEW YORK, NY 10011, AS ITS AGENT FOR SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING AND AGREES THAT SERVICE OF PROCESS UPON SAID AUTHORIZED AGENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON IT IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH OF THE GUARANTEEING SUBSIDIARIES AGREES TO DELIVER, UPON THE EXECUTION AND DELIVERY OF THIS SUPPLEMENTAL INDENTURE, A WRITTEN ACCEPTANCE BY SUCH AGENT OF ITS APPOINTMENT AS SUCH AGENT. EACH OF GUARANTEEING SUBSIDIARIES, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, FURTHER AGREES TO TAKE ANY AND ALL ACTION, INCLUDING THE FILING OF ANY AND ALL SUCH DOCUMENTS AND INSTRUMENTS, AS MAY BE REASONABLY NECESSARY TO CONTINUE SUCH DESIGNATION AND APPOINTMENT OF CT CORPORATION SYSTEM IN FULL FORCE AND EFFECT FOR SO LONG AS THE INDENTURE, AS SUPPLEMENTED, REMAINS IN FORCE. EACH OF THE ISSUERS, THE TRUSTEE AND 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 SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. COUNTERPARTS. The parties may sign any number of copies of this 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.

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

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Issuers.

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

HAWK ACQUISITION IRELAND LIMITED
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

MANJANO LIMITED (TO BE RENAMED ENDO TOPFIN LIMITED)
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO US HOLDINGS LUXEMBOURG I S.À R.L.

as Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG II S.À R.L.

as Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

HAWK ACQUISITION ULC
as Guaranteeing Subsidiary

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as Guaranteeing Subsidiary

By: /s/ Robert J. Cobuzzi, Ph.D.
Name: Robert J. Cobuzzi, Ph.D.
Title: Director

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO FINANCE LLC
as an Issuer
by ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L., its sole member

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO FINCO INC.
as an Issuer

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

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO LLC
ENDO U.S. INC.
each, as a Guarantor

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

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

DAVA PHARMACEUTICALS, INC.
ENDO HEALTH SOLUTIONS INC.
ENDO PHARMACEUTICALS INC.
ENDO PHARMACEUTICALS SOLUTIONS INC.
ENDO PHARMACEUTICALS VALERA INC
GENERICS INTERNATIONAL (US PARENT), INC.
GENERICS INTERNATIONAL (US MIDCO), INC.
GENERICS INTERNATIONAL (US HOLDCO), INC.
GENERICS INTERNATIONAL (US), INC.
AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.
AMERICAN MEDICAL SYSTEMS, LLC
AMS RESEARCH, LLC
AMS SALES, LLC
LASERSCOPE
each, as a Guarantor

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

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

GENERICS BIDCO I, LLC
VINTAGE PHARMACEUTICALS, LLC
GENERICS BIDCO II, LLC
MOORES MILL PROPERTIES LLC
WOOD PARK PROPERTIES LLC
QUARTZ SPECIALTY PHARMACEUTICALS, LLC
each, as a Guarantor
by GENERICS INTERNATIONAL (US), INC.,
its manager

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

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

LEDGEMONT ROYALTY SUB LLC
as a Guarantor
by ENDO PHARMACEUTICALS SOLUTIONS INC.,
its manager

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

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

BOCA PHARMACAL, LLC,
as a Guarantor
by GENERICS INTERNATIONAL (US), INC., its sole member

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

DAVA INTERNATIONAL, LLC,
as a Guarantor
by DAVA PHARMACEUTICALS, INC., its sole member

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

DAVA CAPITAL MANAGEMENT, INC.,
as a Guarantor

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

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

AUXILIUM INTERNATIONAL HOLDINGS, INC.
as a Guarantor

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

SLATE PHARMACEUTICALS, INC.
as a Guarantor

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

TIMM MEDICAL TECHNOLOGIES, INC.
as a Guarantor

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

ACTIENT PHARMACEUTICALS LLC
as a Guarantor

BY: AUXILIUM PHARMACEUTICALS, INC.
its manager

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

ACTIENT THERAPEUTICS LLC
as a Guarantor

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

AUXILIUM US HOLDINGS, LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

AUXILIUM PHARMACEUTICALS
as a Guarantor

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

70 MAPLE AVENUE, LLC
as a Guarantor

BY: ACTIENT PHARMACEUTICALS LLC,
its manager

BY: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

TIMM MEDICAL HOLDINGS, LLC
as a Guarantor

BY: ACTIENT PHARMACEUTICALS LLC,
its manager

BY: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

APHRODITE WOMEN'S HEALTH, LLC
as a Guarantor

By: AMERICAN MEDICAL SYSTEMS
HOLDINGS, INC., its manager

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

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO LUXEMBOURG HOLDING COMPANY S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY II S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

PALADIN LABS CANADIAN HOLDING INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

PALADIN LABS INC.
as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO VENTURES BERMUDA LIMITED, as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

ENDO GLOBAL VENTURES, as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO NETHERLANDS B.V., as a Guarantor

By: /s/ Robert J. Cobuzzi
Name:Robert J. Cobuzzi
Title: Managing Director A

By: /s/ Gert Jan Rietberg
Name: Gert Jan Rietberg
Title: Managing Director B

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO VENTURES CYPRUS LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

AUXILIUM UK LTD
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Trustee

By: /s/ Yana Kislenko
Name: Yana Kislenko
Title: Vice President

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

Exhibit 10.278

Counterpart to Registration Rights Agreement

June 24, 2015

Each of the undersigned hereby absolutely, unconditionally and irrevocably agrees as a Guarantor, as defined in the Registration Rights Agreement, dated May 6, 2014 by and among Endo Finance LLC, a Delaware limited liability company and Endo Finco Inc., a Delaware corporation, the Guarantors party thereto, RBC Capital Markets, LLC and Deutsche Bank Securities Inc., relating to the 7.00% Senior Notes due 2019, to be bound by the terms and provisions of such Registration Rights Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this counterpart as of the date first written above.

HAWK ACQUISITION IRELAND LIMITED
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

MANJANO LIMITED (TO BE RENAMED ENDO TOPFIN LIMITED)
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO US HOLDINGS LUXEMBOURG I S.À.R.L.
as a Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG II S.À.R.L.
as a Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature to Registration Rights Agreement Counterpart - 7.00% Senior Notes due 2019]

HAWK ACQUISITION ULC
as a Guaranteeing Subsidiary

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as a Guaranteeing Subsidiary

By: /s/ Robert J. Cobuzzi, Ph.D.
Name: Robert J. Cobuzzi, Ph.D.
Title: Director

[Signature to Registration Rights Agreement Counterpart - 7.00% Senior Notes due 2019]

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of June 24, 2015, among Hawk Acquisition Ireland Limited, a private limited company incorporated under the laws of Ireland, Manjano Limited (to be renamed Endo TopFin Limited), a private limited company incorporated under the laws of Ireland, Endo Ireland Finance Limited, a private limited company incorporated under the laws of Ireland, Endo US Holdings Luxembourg I S.à r.l., a *société à responsabilité limitée* (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg, Endo US Holdings Luxembourg II S.à r.l., a *société à responsabilité limitée* (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg, Endo Bermuda Finance Limited, a limited liability company incorporated under the laws of Bermuda, and Hawk Acquisition ULC, an unlimited liability company incorporated under the laws of Bermuda (collectively, the "*Guaranteeing Subsidiaries*"), subsidiaries of Endo Limited, a private limited company incorporated under the laws of Ireland (the "*Company*"), the Issuers, the other Guarantors (both, as defined in the Indenture referred to below) 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, Endo Finance LLC, a Delaware limited liability company, and Endo Finco Inc., a Delaware corporation, have heretofore executed and delivered to the Trustee an indenture, dated as of May 6, 2014, as supplemented by a supplemental indenture, dated as of May 28, 2014, a supplemental indenture, dated as of July 10, 2014, a supplemental indenture, dated as of August 11, 2014, a supplemental indenture, dated as of December 22, 2014, a supplemental indenture, dated as of February 3, 2015, a supplemental indenture, dated as of March 20, 2015, and a supplemental indenture, dated as of March 27, 2015, in each case, among the Issuers, the Guarantors party thereto and the Trustee (as so supplemented, the "*Indenture*"), providing for the issuance of 7.00% Senior Notes due 2020 (the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*");

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Account Tax Compliance Act purposes; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. Each of the Guaranteeing Subsidiaries hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.

3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Issuers or any Guarantor, as such, will have any liability for any obligations of the Issuers or the Guarantors under the Notes, the Indenture, this Supplemental Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4. NEW YORK LAW TO GOVERN; WAIVER OF JURY TRIAL. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ISSUERS AND THE GUARANTORS CONSENTS AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE OR U.S. FEDERAL COURT LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK IN RELATION TO ANY LEGAL ACTION OR PROCEEDING (I) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS INDENTURE, AS SUPPLEMENTED, THE NOTES, THE GUARANTEES AND ANY RELATED DOCUMENTS AND/OR (II) ARISING UNDER ANY U.S. FEDERAL OR U.S. STATE SECURITIES LAWS IN RESPECT OF THE NOTES, THE GUARANTEES AND ANY SECURITIES ISSUED PURSUANT TO THE TERMS OF THE INDENTURE, AS SUPPLEMENTED. EACH OF THE ISSUERS AND THE GUARANTORS WAIVES ANY OBJECTION TO PROCEEDINGS IN ANY SUCH COURTS, WHETHER ON THE GROUND OF VENUE OR ON THE GROUND THAT THE PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE ISSUERS AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, SHALL APPOINT CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, 13TH FLOOR, NEW YORK, NY 10011, AS ITS AGENT FOR SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING AND AGREES THAT SERVICE OF PROCESS UPON SAID AUTHORIZED AGENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON IT IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH OF THE ISSUERS AND THE GUARANTORS AGREES TO DELIVER, UPON THE EXECUTION AND DELIVERY OF THIS SUPPLEMENTAL INDENTURE, A WRITTEN ACCEPTANCE BY SUCH AGENT OF ITS APPOINTMENT AS SUCH AGENT. EACH OF THE ISSUERS AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, FURTHER AGREES TO TAKE ANY AND ALL ACTION, INCLUDING THE FILING OF ANY AND ALL SUCH DOCUMENTS AND INSTRUMENTS, AS MAY BE REASONABLY NECESSARY TO CONTINUE SUCH DESIGNATION AND APPOINTMENT OF CT CORPORATION SYSTEM IN FULL FORCE AND EFFECT FOR SO LONG AS THE INDENTURE, AS SUPPLEMENTED, REMAINS IN FORCE. EACH OF THE ISSUERS, THE TRUSTEE AND 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 SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. COUNTERPARTS. The parties may sign any number of copies of this 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.

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

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Issuers.

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

HAWK ACQUISITION IRELAND LIMITED
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

MANJANO LIMITED (TO BE RENAMED ENDO TOPFIN LIMITED)
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

ENDO US HOLDINGS LUXEMBOURG I S.À R.L.

as Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG II S.À R.L.

as Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

HAWK ACQUISITION ULC
as Guaranteeing Subsidiary

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as Guaranteeing Subsidiary

By: Robert J. Cobuzzi, Ph.D.
Robert J. Cobuzzi, Ph.D.
Name:
Title: Director

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

ENDO FINANCE LLC
as an Issuer
by ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L., its sole member

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

ENDO FINCO INC.
as an Issuer

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

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

ENDO LLC
ENDO U.S. INC.
each, as a Guarantor

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

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

DAVA PHARMACEUTICALS, INC.
ENDO HEALTH SOLUTIONS INC.
ENDO PHARMACEUTICALS INC.
ENDO PHARMACEUTICALS SOLUTIONS INC.
ENDO PHARMACEUTICALS VALERA INC
GENERICS INTERNATIONAL (US PARENT), INC.
GENERICS INTERNATIONAL (US MIDCO), INC.
GENERICS INTERNATIONAL (US HOLDCO), INC.
GENERICS INTERNATIONAL (US), INC.
AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.
AMERICAN MEDICAL SYSTEMS, LLC
AMS RESEARCH, LLC
AMS SALES, LLC
LASERSCOPE
each, as a Guarantor

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

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

GENERICS BIDCO I, LLC
VINTAGE PHARMACEUTICALS, LLC
GENERICS BIDCO II, LLC
MOORES MILL PROPERTIES LLC
WOOD PARK PROPERTIES LLC
QUARTZ SPECIALTY PHARMACEUTICALS, LLC
each, as a Guarantor
by GENERICS INTERNATIONAL (US), INC.,
its manager

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

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

LEDGEMONT ROYALTY SUB LLC
as a Guarantor
by ENDO PHARMACEUTICALS SOLUTIONS INC.,
its manager

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

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

BOCA PHARMACAL, LLC,
as a Guarantor
by GENERICS INTERNATIONAL (US), INC., its sole member

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

DAVA INTERNATIONAL, LLC,
as a Guarantor
by DAVA PHARMACEUTICALS, INC., its sole member

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

DAVA CAPITAL MANAGEMENT, INC.,
as a Guarantor

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

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

AUXILIUM INTERNATIONAL HOLDINGS, INC.
as a Guarantor

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

SLATE PHARMACEUTICALS, INC.
as a Guarantor

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

TIMM MEDICAL TECHNOLOGIES, INC.
as a Guarantor

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

ACTIENT PHARMACEUTICALS LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.
its manager

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

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

ACTIENT THERAPEUTICS LLC
as a Guarantor

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

AUXILIUM US HOLDINGS, LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

AUXILIUM PHARMACEUTICALS
as a Guarantor

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

70 MAPLE AVENUE, LLC
as a Guarantor

By: ACTIENT PHARMACEUTICALS LLC,
its manager

By: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

TIMM MEDICAL HOLDINGS, LLC
as a Guarantor

By: ACTIENT PHARMACEUTICALS LLC,
its manager

By: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

APHRODITE WOMEN'S HEALTH, LLC
as a Guarantor

By: AMERICAN MEDICAL SYSTEMS
HOLDINGS, INC., its manager

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

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

ENDO LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director.

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

ENDO LUXEMBOURG HOLDING COMPANY S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY II S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

PALADIN LABS CANADIAN HOLDING INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

PALADIN LABS INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

ENDO VENTURES BERMUDA LIMITED, as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

ENDO GLOBAL VENTURES
as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

ENDO NETHERLANDS B.V., as a Guarantor

By: /s/ Robert J. Cobuzzi

Name:Robert J. Cobuzzi

Title: Managing Director A

By: /s/ Gert Jan Rietberg

Name: Gert Jan Rietberg

Title: Managing Director B

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

ENDO VENTURES CYPRUS LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

AUXILIUM UK LTD
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Trustee

By: /s/ Yana Kislenko
Name: Yana Kislenko
Title: Vice President

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

Exhibit 10.280

Counterpart to Registration Rights Agreement

June 24, 2015

Each of the undersigned hereby absolutely, unconditionally and irrevocably agrees as a Guarantor, as defined in the Registration Rights Agreement, dated May 6, 2014 by and among Endo Finance LLC, a Delaware limited liability company and Endo Finco Inc., a Delaware corporation, the Guarantors party thereto, RBC Capital Markets, LLC and Deutsche Bank Securities Inc., relating to the 7.00% Senior Notes due 2020, to be bound by the terms and provisions of such Registration Rights Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this counterpart as of the date first written above.

HAWK ACQUISITION IRELAND LIMITED
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

MANJANO LIMITED (TO BE RENAMED ENDO TOPFIN LIMITED)
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO US HOLDINGS LUXEMBOURG I S.À.R.L.
as a Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG II S.À.R.L.
as a Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature to Registration Rights Agreement Counterpart - 7.00% Senior Notes due 2020]

HAWK ACQUISITION ULC
as a Guaranteeing Subsidiary

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as a Guaranteeing Subsidiary

By: /s/ Robert J. Cobuzzi, Ph.D.
Name: Robert J. Cobuzzi, Ph.D.
Title: Director

[Signature to Registration Rights Agreement Counterpart - 7.00% Senior Notes due 2020]

SUPPLEMENTAL INDENTURE

Supplemental Indenture (this "*Supplemental Indenture*"), dated as of June 24, 2015, among Hawk Acquisition Ireland Limited, a private limited company incorporated under the laws of Ireland, Manjano Limited (to be renamed Endo TopFin Limited), a private limited company incorporated under the laws of Ireland, Endo Ireland Finance Limited, a private limited company incorporated under the laws of Ireland, Endo US Holdings Luxembourg I S.à r.l., a *société à responsabilité limitée* (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg, Endo US Holdings Luxembourg II S.à r.l., a *société à responsabilité limitée* (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg, Endo Bermuda Finance Limited, a limited liability company incorporated under the laws of Bermuda, and Hawk Acquisition ULC, an unlimited liability company incorporated under the laws of Bermuda (collectively, the "*Guaranteeing Subsidiaries*"), subsidiaries of Endo Limited, a private limited company incorporated under the laws of Ireland (the "*Company*"), the Issuers, the other Guarantors (both, as defined in the Indenture referred to below) 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, Endo Finance LLC, a Delaware limited liability company, and Endo Finco Inc., a Delaware corporation, have heretofore executed and delivered to the Trustee an indenture, dated as of May 6, 2014, as supplemented by a supplemental indenture, dated as of May 28, 2014, a supplemental indenture, dated as of July 10, 2014, a supplemental indenture, dated as of August 11, 2014, a supplemental indenture, dated as of December 22, 2014, a supplemental indenture, dated as of February 3, 2015, a supplemental indenture, dated as of March 20, 2015, and a supplemental indenture, dated as of March 27, 2015, in each case, among the Issuers, the Guarantors party thereto and the Trustee (as so supplemented, the "*Indenture*"), providing for the issuance of 7.25% Senior Notes due 2022 (the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*");

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Account Tax Compliance Act purposes; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. Each of the Guaranteeing Subsidiaries hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.

3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Issuers or any Guarantor, as such, will have any liability for any obligations of the Issuers or the Guarantors under the Notes, the Indenture, this Supplemental Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4. NEW YORK LAW TO GOVERN; WAIVER OF JURY TRIAL. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ISSUERS AND THE GUARANTORS CONSENTS AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE OR U.S. FEDERAL COURT LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK IN RELATION TO ANY LEGAL ACTION OR PROCEEDING (I) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS INDENTURE, AS SUPPLEMENTED, THE NOTES, THE GUARANTEES AND ANY RELATED DOCUMENTS AND/OR (II) ARISING UNDER ANY U.S. FEDERAL OR U.S. STATE SECURITIES LAWS IN RESPECT OF THE NOTES, THE GUARANTEES AND ANY SECURITIES ISSUED PURSUANT TO THE TERMS OF THE INDENTURE, AS SUPPLEMENTED. EACH OF THE ISSUERS AND THE GUARANTORS WAIVES ANY OBJECTION TO PROCEEDINGS IN ANY SUCH COURTS, WHETHER ON THE GROUND OF VENUE OR ON THE GROUND THAT THE PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE GUARANTEEING SUBSIDIARIES, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, SHALL APPOINT CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, 13TH FLOOR, NEW YORK, NY 10011, AS ITS AGENT FOR SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING AND AGREES THAT SERVICE OF PROCESS UPON SAID AUTHORIZED AGENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON IT IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH OF THE GUARANTEEING SUBSIDIARIES AGREES TO DELIVER, UPON THE EXECUTION AND DELIVERY OF THIS SUPPLEMENTAL INDENTURE, A WRITTEN ACCEPTANCE BY SUCH AGENT OF ITS APPOINTMENT AS SUCH AGENT. EACH OF GUARANTEEING SUBSIDIARIES, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, FURTHER AGREES TO TAKE ANY AND ALL ACTION, INCLUDING THE FILING OF ANY AND ALL SUCH DOCUMENTS AND INSTRUMENTS, AS MAY BE REASONABLY NECESSARY TO CONTINUE SUCH DESIGNATION AND APPOINTMENT OF CT CORPORATION SYSTEM IN FULL FORCE AND EFFECT FOR SO LONG AS THE INDENTURE, AS SUPPLEMENTED, REMAINS IN FORCE. EACH OF THE ISSUERS, THE TRUSTEE AND 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 SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. COUNTERPARTS. The parties may sign any number of copies of this 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.

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

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Issuers.

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

HAWK ACQUISITION IRELAND LIMITED
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

MANJANO LIMITED (TO BE RENAMED ENDO TOPFIN LIMITED)
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

ENDO US HOLDINGS LUXEMBOURG I S.À.R.L.
as a Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG II S.À.R.L.
as a Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

HAWK ACQUISITION ULC
as a Guaranteeing Subsidiary

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as a Guaranteeing Subsidiary

By: /s/ Robert J. Cobuzzi, Ph.D.
Name: Robert J. Cobuzzi, Ph.D.
Title: Director

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

ENDO FINANCE LLC
as an Issuer
by ENDO LUXEMBOURG FINANCE COMPANY I S.À.R.L., its sole member

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

ENDO FINCO INC.
as an Issuer

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

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

ENDO LLC
ENDO U.S. INC.
each, as a Guarantor

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

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

DAVA PHARMACEUTICALS, INC.
ENDO HEALTH SOLUTIONS INC.
ENDO PHARMACEUTICALS INC.
ENDO PHARMACEUTICALS SOLUTIONS INC.
ENDO PHARMACEUTICALS VALERA INC
GENERICS INTERNATIONAL (US PARENT), INC.
GENERICS INTERNATIONAL (US MIDCO), INC.
GENERICS INTERNATIONAL (US HOLDCO), INC.
GENERICS INTERNATIONAL (US), INC.
AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.
AMERICAN MEDICAL SYSTEMS, INC.
AMS RESEARCH, LLC
AMS SALES, LLC
LASERSCOPE
each, as a Guarantor

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

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

GENERICS BIDCO I, LLC
VINTAGE PHARMACEUTICALS, LLC
GENERICS BIDCO II, LLC
MOORES MILL PROPERTIES LLC
WOOD PARK PROPERTIES LLC
QUARTZ SPECIALTY PHARMACEUTICALS, LLC
each, as a Guarantor
by GENERICS INTERNATIONAL (US), INC.,
its manager

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

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

LEDGEMONT ROYALTY SUB LLC
as a Guarantor
by ENDO PHARMACEUTICALS SOLUTIONS INC.,
its manager

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

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

BOCA PHARMACAL, LLC,
as a Guarantor
by GENERICS INTERNATIONAL (US), INC., its sole member

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

DAVA INTERNATIONAL, LLC,
as a Guarantor
by DAVA PHARMACEUTICALS, INC., its sole member

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

DAVA CAPITAL MANAGEMENT, INC.,
as a Guarantor

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

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

AUXILIUM INTERNATIONAL HOLDINGS, INC.
as a Guarantor

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

SLATE PHARMACEUTICALS, Inc.
as a Guarantor

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

TIMM MEDICAL TECHNOLOGIES, INC.
as a Guarantor

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

ACTIENT PHARMACEUTICALS LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.
its manager

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

ACTIENT THERAPEUTICS LLC
as a Guarantor

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

AUXILIUM US HOLDINGS, LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

AUXILIUM PHARMACEUTICALS
as a Guarantor

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

70 MAPLE AVENUE, LLC
as a Guarantor

By: ACTIENT PHARMACEUTICALS LLC,
its manager

By: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

TIMM MEDICAL HOLDINGS, LLC
as a Guarantor

By: ACTIENT PHARMACEUTICALS LLC,
its manager

By: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

APHRODITE WOMEN'S HEALTH, LLC
as a Guarantor

By: AMERICAN MEDICAL SYSTEMS HOLDINGS
INC., its manager

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

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

ENDO LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO LUXEMBOURG HOLDING COMPANY S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY II S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

PALADIN LABS CANADIAN HOLDING INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

PALADIN LABS INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

ENDO VENTURES BERMUDA LIMITED, as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

ENDO GLOBAL VENTURES
as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

ENDO NETHERLANDS B.V., as a Guarantor

By: /s/ Robert J. Cobuzzi
Name:Robert J. Cobuzzi
Title: Managing Director A

By: /s/ Gert Jan Rietberg
Name: Gert Jan Rietberg
Title: Managing Director B

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

ENDO VENTURES CYPRUS LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

AUXILIUM UK LTD
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

By: /s/ Yana Kislenko
Name: Yana Kislenko
Title: Vice President

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

Exhibit 10.282

Counterpart to Registration Rights Agreement

June 24, 2015

Each of the undersigned hereby absolutely, unconditionally and irrevocably agrees as a Guarantor, as defined in the Registration Rights Agreement, dated May 6, 2014 by and among Endo Finance LLC, a Delaware limited liability company and Endo Finco Inc., a Delaware corporation, the Guarantors party thereto, RBC Capital Markets, LLC and Deutsche Bank Securities Inc., relating to the 7.25% Senior Notes due 2022, to be bound by the terms and provisions of such Registration Rights Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this counterpart as of the date first written above.

HAWK ACQUISITION IRELAND LIMITED
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

MANJANO LIMITED (TO BE RENAMED ENDO TOPFIN LIMITED)
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to Registration Rights Agreement Counterpart - 7.25% Senior Notes due 2022]

ENDO US HOLDINGS LUXEMBOURG I S.À R.L.

as Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG II S.À R.L.

as Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

HAWK ACQUISITION ULC
as Guaranteeing Subsidiary

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as Guaranteeing Subsidiary

By: /s/ Robert J. Cobuzzi, Ph.D.
Name: Robert J. Cobuzzi, Ph.D.
Title: Director

[Signature Page to Registration Rights Agreement Counterpart - 7.25% Senior Notes due 2022]

SUPPLEMENTAL INDENTURE

Supplemental Indenture (this "*Supplemental Indenture*"), dated as of June 24, 2015, among Hawk Acquisition Ireland Limited, a private limited company incorporated under the laws of Ireland, Manjano Limited (to be renamed Endo TopFin Limited), a private limited company incorporated under the laws of Ireland, Endo Ireland Finance Limited, a private limited company incorporated under the laws of Ireland, Endo US Holdings Luxembourg I S.à r.l., a *société à responsabilité limitée* (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg, Endo US Holdings Luxembourg II S.à r.l., a *société à responsabilité limitée* (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg, Endo Bermuda Finance Limited, a limited liability company incorporated under the laws of Bermuda, and Hawk Acquisition ULC, an unlimited liability company incorporated under the laws of Bermuda (collectively, the "*Guaranteeing Subsidiaries*"), subsidiaries of Endo Limited, a private limited company incorporated under the laws of Ireland (the "*Company*"), the Issuer, the Co-Obligor, the other Guarantors (each, as defined in the Indenture referred to below) 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, Endo Finance Co., a Delaware corporation, has heretofore executed and delivered to the Trustee an indenture, dated as of December 19, 2013, as supplemented, amended and restated by a supplemental indenture, dated as of February 28, 2014, and as further supplemented by a supplemental indenture, dated as of May 28, 2014, a supplemental indenture, dated as of July 10, 2014, a supplemental indenture, dated as of August 11, 2014, a supplemental indenture, dated as of December 22, 2014, a supplemental indenture, dated as of February 3, 2015, a supplemental indenture, dated as of March 20, 2015, and a supplemental indenture, dated as of March 27, 2015, in each case, among Endo Finance LLC, a Delaware limited liability company and successor to Endo Finance Co., Endo Finco Inc., a Delaware corporation, the Guarantors party thereto and the Trustee (as so supplemented, amended and restated, the "*Indenture*"), providing for the issuance of 5.75% Senior Notes due 2022 (the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Issuer's and the Co-Obligor's Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*");

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Account Tax Compliance Act purposes; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. Each of the Guaranteeing Subsidiaries hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.

3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Issuer, the Co-Obligor or any Guarantor, as such, will have any liability for any obligations of the Issuer, Co-Obligor or the Guarantors under the Notes, the Indenture, this Supplemental Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4. NEW YORK LAW TO GOVERN; WAIVER OF JURY TRIAL. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ISSUERS AND THE GUARANTORS CONSENTS AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE OR U.S. FEDERAL COURT LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK IN RELATION TO ANY LEGAL ACTION OR PROCEEDING (I) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS INDENTURE, AS SUPPLEMENTED, THE NOTES, THE GUARANTEES AND ANY RELATED DOCUMENTS AND/OR (II) ARISING UNDER ANY U.S. FEDERAL OR U.S. STATE SECURITIES LAWS IN RESPECT OF THE NOTES, THE GUARANTEES AND ANY SECURITIES ISSUED PURSUANT TO THE TERMS OF THE INDENTURE, AS SUPPLEMENTED. EACH OF THE ISSUERS AND THE GUARANTORS WAIVES ANY OBJECTION TO PROCEEDINGS IN ANY SUCH COURTS, WHETHER ON THE GROUND OF VENUE OR ON THE GROUND THAT THE PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE ISSUERS AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, SHALL APPOINT CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, 13TH FLOOR, NEW YORK, NY 10011, AS ITS AGENT FOR SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING AND AGREES THAT SERVICE OF PROCESS UPON SAID AUTHORIZED AGENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON IT IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH OF THE ISSUERS AND THE GUARANTORS AGREES TO DELIVER, UPON THE EXECUTION AND DELIVERY OF THIS SUPPLEMENTAL INDENTURE, A WRITTEN ACCEPTANCE BY SUCH AGENT OF ITS APPOINTMENT AS SUCH AGENT. EACH OF THE ISSUERS AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, FURTHER AGREES TO TAKE ANY AND ALL ACTION, INCLUDING THE FILING OF ANY AND ALL SUCH DOCUMENTS AND INSTRUMENTS, AS MAY BE REASONABLY NECESSARY TO CONTINUE SUCH DESIGNATION AND APPOINTMENT OF CT CORPORATION SYSTEM IN FULL FORCE AND EFFECT FOR SO LONG AS THE INDENTURE, AS SUPPLEMENTED, REMAINS IN FORCE. EACH OF THE ISSUERS, THE TRUSTEE AND 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 SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. COUNTERPARTS. The parties may sign any number of copies of this 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.

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

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Issuer.

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

HAWK ACQUISITION IRELAND LIMITED
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

MANJANO LIMITED (TO BE RENAMED ENDO TOPFIN LIMITED)
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

ENDO US HOLDINGS LUXEMBOURG I S.À.R.L.
as a Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG II S.À.R.L.
as a Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

HAWK ACQUISITION ULC
as a Guaranteeing Subsidiary

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as a Guaranteeing Subsidiary

By: /s/ Robert J. Cobuzzi, Ph.D.
Name: Robert J. Cobuzzi, Ph.D.
Title: Director

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

ENDO FINANCE LLC
as an Issuer
by ENDO LUXEMBOURG FINANCE COMPANY I S.À.R.L., its sole member

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

ENDO FINCO INC.
as an Issuer

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

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

ENDO LLC
ENDO U.S. INC.
each, as a Guarantor

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

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

DAVA PHARMACEUTICALS, INC.
ENDO HEALTH SOLUTIONS INC.
ENDO PHARMACEUTICALS INC.
ENDO PHARMACEUTICALS SOLUTIONS INC.
ENDO PHARMACEUTICALS VALERA INC
GENERICS INTERNATIONAL (US PARENT), INC.
GENERICS INTERNATIONAL (US MIDCO), INC.
GENERICS INTERNATIONAL (US HOLDCO), INC.
GENERICS INTERNATIONAL (US), INC.
AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.
AMERICAN MEDICAL SYSTEMS, INC.
AMS RESEARCH, LLC
AMS SALES, LLC
LASERSCOPE
each, as a Guarantor

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

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

GENERICS BIDCO I, LLC
VINTAGE PHARMACEUTICALS, LLC
GENERICS BIDCO II, LLC
MOORES MILL PROPERTIES LLC
WOOD PARK PROPERTIES LLC
QUARTZ SPECIALTY PHARMACEUTICALS, LLC
each, as a Guarantor
by GENERICS INTERNATIONAL (US), INC.,
its manager

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

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

LEDGEMONT ROYALTY SUB LLC
as a Guarantor
by ENDO PHARMACEUTICALS SOLUTIONS INC.,
its manager

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

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

BOCA PHARMACAL, LLC,
as a Guarantor
by GENERICS INTERNATIONAL (US), INC., its sole member

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

DAVA INTERNATIONAL, LLC,
as a Guarantor
by DAVA PHARMACEUTICALS, INC., its sole member

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

DAVA CAPITAL MANAGEMENT, INC.,
as a Guarantor

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

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

AUXILIUM INTERNATIONAL HOLDINGS, INC.
as a Guarantor

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

SLATE PHARMACEUTICALS, Inc.
as a Guarantor

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

TIMM MEDICAL TECHNOLOGIES, INC.
as a Guarantor

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

ACTIENT PHARMACEUTICALS LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.
its manager

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

ACTIENT THERAPEUTICS LLC
as a Guarantor

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

AUXILIUM US HOLDINGS, LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

AUXILIUM PHARMACEUTICALS
as a Guarantor

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

70 MAPLE AVENUE, LLC
as a Guarantor

By: ACTIENT PHARMACEUTICALS LLC,
its manager

By: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

TIMM MEDICAL HOLDINGS, LLC
as a Guarantor

By: ACTIENT PHARMACEUTICALS LLC,
its manager

By: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

APHRODITE WOMEN'S HEALTH, LLC
as a Guarantor

By: AMERICAN MEDICAL SYSTEMS HOLDINGS
INC., its manager

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

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

ENDO LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO LUXEMBOURG HOLDING COMPANY S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY II S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

PALADIN LABS CANADIAN HOLDING INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

PALADIN LABS INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

ENDO VENTURES BERMUDA LIMITED, as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

ENDO GLOBAL VENTURES
as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

ENDO NETHERLANDS B.V., as a Guarantor

By: /s/ Robert J. Cobuzzi
Name:Robert J. Cobuzzi
Title: Managing Director A

By: /s/ Gert Jan Rietberg
Name: Gert Jan Rietberg
Title: Managing Director B

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

ENDO VENTURES CYPRUS LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

AUXILIUM UK LTD
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

By: /s/ Yana Kislenko
Name: Yana Kislenko
Title: Vice President

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

SUPPLEMENTAL INDENTURE

Supplemental Indenture (this "*Supplemental Indenture*"), dated as of June 24, 2015, among Hawk Acquisition Ireland Limited, a private limited company incorporated under the laws of Ireland, Manjano Limited (to be renamed Endo TopFin Limited), a private limited company incorporated under the laws of Ireland, Endo Ireland Finance Limited, a private limited company incorporated under the laws of Ireland, Endo US Holdings Luxembourg I S.à r.l., a *société à responsabilité limitée* (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg, Endo US Holdings Luxembourg II S.à r.l., a *société à responsabilité limitée* (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg, Endo Bermuda Finance Limited, a limited liability company incorporated under the laws of Bermuda, and Hawk Acquisition ULC, an unlimited liability company incorporated under the laws of Bermuda (collectively, the "*Guaranteeing Subsidiaries*"), subsidiaries of Endo Limited, a private limited company incorporated under the laws of Ireland (the "*Company*"), the Issuers, the other Guarantors (both, as defined in the Indenture referred to below) 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, Endo Finance LLC, a Delaware limited liability company, and Endo Finco Inc., a Delaware corporation, have heretofore executed and delivered to the Trustee an indenture, dated as of June 30, 2014, as supplemented by a supplemental indenture, dated as of July 10, 2014, a supplemental indenture, dated as of August 11, 2014, a supplemental indenture, dated as of December 22, 2014, a supplemental indenture, dated as of February 3, 2015, a supplemental indenture, dated as of March 20, 2015, and a supplemental indenture, dated as of March 27, 2015, in each case, among the Issuers, the Guarantors party thereto and the Trustee (the "*Indenture*"), providing for the issuance of 5.375% Senior Notes due 2023 (the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*");

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Account Tax Compliance Act purposes; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. Each of the Guaranteeing Subsidiaries hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.

3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Issuers or any Guarantor, as such, will have any liability for any obligations of the Issuers or the Guarantors under the Notes, the Indenture, this Supplemental Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4. NEW YORK LAW TO GOVERN; WAIVER OF JURY TRIAL. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ISSUERS AND THE GUARANTORS CONSENTS AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE OR U.S. FEDERAL COURT LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK IN RELATION TO ANY LEGAL ACTION OR PROCEEDING (I) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS INDENTURE, AS SUPPLEMENTED, THE NOTES, THE GUARANTEES AND ANY RELATED DOCUMENTS AND/OR (II) ARISING UNDER ANY U.S. FEDERAL OR U.S. STATE SECURITIES LAWS IN RESPECT OF THE NOTES, THE GUARANTEES AND ANY SECURITIES ISSUED PURSUANT TO THE TERMS OF THE INDENTURE, AS SUPPLEMENTED. EACH OF THE ISSUERS AND THE GUARANTORS WAIVES ANY OBJECTION TO PROCEEDINGS IN ANY SUCH COURTS, WHETHER ON THE GROUND OF VENUE OR ON THE GROUND THAT THE PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE ISSUERS AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, SHALL APPOINT CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, 13TH FLOOR, NEW YORK, NY 10011, AS ITS AGENT FOR SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING AND AGREES THAT SERVICE OF PROCESS UPON SAID AUTHORIZED AGENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON IT IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH OF THE ISSUERS AND THE GUARANTORS AGREES TO DELIVER, UPON THE EXECUTION AND DELIVERY OF THIS SUPPLEMENTAL INDENTURE, A WRITTEN ACCEPTANCE BY SUCH AGENT OF ITS APPOINTMENT AS SUCH AGENT. EACH OF THE ISSUERS AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, FURTHER AGREES TO TAKE ANY AND ALL ACTION, INCLUDING THE FILING OF ANY AND ALL SUCH DOCUMENTS AND INSTRUMENTS, AS MAY BE REASONABLY NECESSARY TO CONTINUE SUCH DESIGNATION AND APPOINTMENT OF CT CORPORATION SYSTEM IN FULL FORCE AND EFFECT FOR SO LONG AS THE INDENTURE, AS SUPPLEMENTED, REMAINS IN FORCE. EACH OF THE ISSUERS, THE TRUSTEE AND 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 SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. COUNTERPARTS. The parties may sign any number of copies of this 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.

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

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Issuers.

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

HAWK ACQUISITION IRELAND LIMITED
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

MANJANO LIMITED (TO BE RENAMED ENDO TOPFIN LIMITED)
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO US HOLDINGS LUXEMBOURG I S.À R.L.

as Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG II S.À R.L.

as Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

HAWK ACQUISITION ULC
as Guaranteeing Subsidiary

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as Guaranteeing Subsidiary

By: /s/ Robert J. Cobuzzi, Ph.D.
Name: Robert J. Cobuzzi, Ph.D.
Title: Director

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

ENDO FINANCE LLC
as an Issuer
by ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L., its sole member

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

ENDO FINCO INC.
as an Issuer

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

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

ENDO LLC
ENDO U.S. INC.
each, as a Guarantor

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

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

DAVA PHARMACEUTICALS, INC.
ENDO HEALTH SOLUTIONS INC.
ENDO PHARMACEUTICALS INC.
ENDO PHARMACEUTICALS SOLUTIONS INC.
ENDO PHARMACEUTICALS VALERA INC
GENERICS INTERNATIONAL (US PARENT), INC.
GENERICS INTERNATIONAL (US MIDCO), INC.
GENERICS INTERNATIONAL (US HOLDCO), INC.
GENERICS INTERNATIONAL (US), INC.
AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.
AMERICAN MEDICAL SYSTEMS, LLC
AMS RESEARCH, LLC
AMS SALES, LLC
LASERSCOPE
each, as a Guarantor

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

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

GENERICS BIDCO I, LLC
VINTAGE PHARMACEUTICALS, LLC
GENERICS BIDCO II, LLC
MOORES MILL PROPERTIES LLC
WOOD PARK PROPERTIES LLC
QUARTZ SPECIALTY PHARMACEUTICALS, LLC
each, as a Guarantor
by GENERICS INTERNATIONAL (US), INC.,
its manager

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

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

LEDGEMONT ROYALTY SUB LLC
as a Guarantor
by ENDO PHARMACEUTICALS SOLUTIONS INC.,
its manager

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

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

BOCA PHARMACAL, LLC,
as a Guarantor
by GENERICS INTERNATIONAL (US), INC., its sole member

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

DAVA INTERNATIONAL, LLC,
as a Guarantor
by DAVA PHARMACEUTICALS, INC., its sole member

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

DAVA CAPITAL MANAGEMENT, INC.,
as a Guarantor

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

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

AUXILIUM INTERNATIONAL HOLDINGS, INC.
as a Guarantor

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

SLATE PHARMACEUTICALS, INC.
as a Guarantor

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

TIMM MEDICAL TECHNOLOGIES, INC.
as a Guarantor

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

ACTIENT PHARMACEUTICALS LLC
as a Guarantor

BY: AUXILIUM PHARMACEUTICALS, INC.
its manager

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

ACTIENT THERAPEUTICS LLC
as a Guarantor

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

AUXILIUM US HOLDINGS, LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

AUXILIUM PHARMACEUTICALS
as a Guarantor

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

70 MAPLE AVENUE, LLC
as a Guarantor

BY: ACTIENT PHARMACEUTICALS LLC,
its manager

BY: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

TIMM MEDICAL HOLDINGS, LLC
as a Guarantor

BY: ACTIENT PHARMACEUTICALS LLC,
its manager

BY: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

APHRODITE WOMEN'S HEALTH, LLC
as a Guarantor

By: AMERICAN MEDICAL SYSTEMS
HOLDINGS, INC., its manager

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

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

ENDO LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director.

ENDO LUXEMBOURG HOLDING COMPANY S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY II S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

PALADIN LABS CANADIAN HOLDING INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

PALADIN LABS INC.
as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

ENDO VENTURES BERMUDA LIMITED, as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

ENDO GLOBAL VENTURES
as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

ENDO NETHERLANDS B.V., as a Guarantor

By: /s/ Robert J. Cobuzzi

Name:Robert J. Cobuzzi

Title: Managing Director A

By: /s/ Gert Jan Rietberg

Name: Gert Jan Rietberg

Title: Managing Director B

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

ENDO VENTURES CYPRUS LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

AUXILIUM UK LTD
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Trustee

By: /s/ Yana Kislenko
Name: Yana Kislenko
Title: Vice President

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

Exhibit 10.285

Counterpart to Registration Rights Agreement

June 24, 2015

Each of the undersigned hereby absolutely, unconditionally and irrevocably agrees as a Guarantor, as defined in the Registration Rights Agreement, dated June 30, 2014 by and among Endo Finance LLC, a Delaware limited liability company and Endo Finco Inc., a Delaware corporation, the Guarantors party thereto, Citigroup Global Markets Inc. and RBC Capital Markets, relating to the 5.375% Senior Notes due 2023, to be bound by the terms and provisions of such Registration Rights Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this counterpart as of the date first written above.

HAWK ACQUISITION IRELAND LIMITED
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

MANJANO LIMITED (TO BE RENAMED ENDO TOPFIN LIMITED)
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature to Registration Rights Agreement Counterpart - 5.375% Senior Notes due 2023]

ENDO US HOLDINGS LUXEMBOURG I S.À R.L.

as Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG II S.À R.L.

as Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature to Registration Rights Agreement Counterpart - 5.375% Senior Notes due 2023]

HAWK ACQUISITION ULC
as Guaranteeing Subsidiary

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as Guaranteeing Subsidiary

By: /s/ Robert J. Cobuzzi, Ph.D.
Name: Robert J. Cobuzzi, Ph.D.
Title: Director

[Signature to Registration Rights Agreement Counterpart - 5.375% Senior Notes due 2023]

SUPPLEMENTAL INDENTURE

Supplemental Indenture (this "*Supplemental Indenture*"), dated as of June 24, 2015, among Hawk Acquisition Ireland Limited, a private limited company incorporated under the laws of Ireland, Manjano Limited (to be renamed Endo TopFin Limited), a private limited company incorporated under the laws of Ireland, Endo Ireland Finance Limited, a private limited company incorporated under the laws of Ireland, Endo US Holdings Luxembourg I S.à r.l., a *société à responsabilité limitée* (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg, Endo US Holdings Luxembourg II S.à r.l., a *société à responsabilité limitée* (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg, Endo Bermuda Finance Limited, a limited liability company incorporated under the laws of Bermuda, and Hawk Acquisition ULC, an unlimited liability company incorporated under the laws of Bermuda (collectively, the "*Guaranteeing Subsidiaries*"), which Guaranteeing Subsidiaries are subsidiaries of Endo Limited, a private limited company incorporated under the laws of Ireland (the "*Company*"), the Issuers, the other Guarantors (both, as defined in the Indenture referred to herein) 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, Endo Finance LLC, a Delaware limited liability company, and Endo Finco Inc., a Delaware corporation, have heretofore executed and delivered to the Trustee an indenture, dated as of January 27, 2015, as supplemented by a supplemental indenture, dated as of February 3, 2015, a supplemental indenture, dated as of March 20, 2015, and a supplemental indenture, dated as of March 27, 2015, in each case, by and among the parties thereto (the "*Indenture*"), providing for the issuance of 6.00% Senior Notes due 2025 (the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*");

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Account Tax Compliance Act purposes; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. Each of the Guaranteeing Subsidiaries hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.

3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Issuers or any Guarantor, as such, will have any liability for any obligations of the Issuers or the Guarantors under the Notes, this Supplemental Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4. NEW YORK LAW TO GOVERN; WAIVER OF JURY TRIAL. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ISSUERS AND THE GUARANTORS CONSENTS AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE OR U.S. FEDERAL COURT LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK IN RELATION TO ANY LEGAL ACTION OR PROCEEDING (I) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS INDENTURE, AS SUPPLEMENTED, THE NOTES, THE GUARANTEES AND ANY RELATED DOCUMENTS AND/OR (II) ARISING UNDER ANY U.S. FEDERAL OR U.S. STATE SECURITIES LAWS IN RESPECT OF THE NOTES, THE GUARANTEES AND ANY SECURITIES ISSUED PURSUANT TO THE TERMS OF THE INDENTURE, AS SUPPLEMENTED. EACH OF THE ISSUERS AND THE GUARANTORS WAIVES ANY OBJECTION TO PROCEEDINGS IN ANY SUCH COURTS, WHETHER ON THE GROUND OF VENUE OR ON THE GROUND THAT THE PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE GUARANTEEING SUBSIDIARIES, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, SHALL APPOINT CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, 13TH FLOOR, NEW YORK, NY 10011, AS ITS AGENT FOR SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING AND AGREES THAT SERVICE OF PROCESS UPON SAID AUTHORIZED AGENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON IT IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH OF THE GUARANTEEING SUBSIDIARIES AGREES TO DELIVER, UPON THE EXECUTION AND DELIVERY OF THIS SUPPLEMENTAL INDENTURE, A WRITTEN ACCEPTANCE BY SUCH AGENT OF ITS APPOINTMENT AS SUCH AGENT. EACH OF GUARANTEEING SUBSIDIARIES, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, FURTHER AGREES TO TAKE ANY AND ALL ACTION, INCLUDING THE FILING OF ANY AND ALL SUCH DOCUMENTS AND INSTRUMENTS, AS MAY BE REASONABLY NECESSARY TO CONTINUE SUCH DESIGNATION AND APPOINTMENT OF CT CORPORATION SYSTEM IN FULL FORCE AND EFFECT FOR SO LONG AS THE INDENTURE, AS SUPPLEMENTED, REMAINS IN FORCE. EACH OF THE ISSUERS, THE TRUSTEE AND 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 SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. COUNTERPARTS. The parties may sign any number of copies of this 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.

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

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Issuers.

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

HAWK ACQUISITION IRELAND LIMITED
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

MANJANO LIMITED (TO BE RENAMED ENDO TOPFIN LIMITED)
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO US HOLDINGS LUXEMBOURG I S.À R.L.

as Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG II S.À R.L.

as Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

HAWK ACQUISITION ULC
as Guaranteeing Subsidiary

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as Guaranteeing Subsidiary

By: /s/ Robert J. Cobuzzi, Ph.D.
Name: Robert J. Cobuzzi, Ph.D.
Title: Director

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO LIMITED
as an Issuer

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO FINANCE LLC
as an Issuer
by ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L., its sole member

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO FINCO INC.
as an Issuer

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

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO LLC
ENDO U.S. INC.
each, as a Guarantor

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

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

DAVA PHARMACEUTICALS, INC.
ENDO HEALTH SOLUTIONS INC.
ENDO PHARMACEUTICALS INC.
ENDO PHARMACEUTICALS SOLUTIONS INC.
ENDO PHARMACEUTICALS VALERA INC
GENERICS INTERNATIONAL (US PARENT), INC.
GENERICS INTERNATIONAL (US MIDCO), INC.
GENERICS INTERNATIONAL (US HOLDCO), INC.
GENERICS INTERNATIONAL (US), INC.
AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.
AMERICAN MEDICAL SYSTEMS, LLC
AMS RESEARCH, LLC
AMS SALES, LLC
LASERSCOPE
each, as a Guarantor

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

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

GENERICS BIDCO I, LLC
VINTAGE PHARMACEUTICALS, LLC
GENERICS BIDCO II, LLC
MOORES MILL PROPERTIES LLC
WOOD PARK PROPERTIES LLC
QUARTZ SPECIALTY PHARMACEUTICALS, LLC
each, as a Guarantor
by GENERICS INTERNATIONAL (US), INC.,
its manager

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

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

LEDGEMONT ROYALTY SUB LLC
as a Guarantor
by ENDO PHARMACEUTICALS SOLUTIONS INC.,
its manager

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

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

BOCA PHARMACAL, LLC,
as a Guarantor
by GENERICS INTERNATIONAL (US), INC., its sole member

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

DAVA INTERNATIONAL, LLC,
as a Guarantor
by DAVA PHARMACEUTICALS, INC., its sole member

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

DAVA CAPITAL MANAGEMENT, INC.,
as a Guarantor

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

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

AUXILIUM INTERNATIONAL HOLDINGS, INC.
as a Guarantor

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

SLATE PHARMACEUTICALS, INC.
as a Guarantor

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

TIMM MEDICAL TECHNOLOGIES, INC.
as a Guarantor

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

ACTIENT PHARMACEUTICALS LLC
as a Guarantor

BY: AUXILIUM PHARMACEUTICALS, INC.
its manager

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

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ACTIENT THERAPEUTICS LLC
as a Guarantor

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

AUXILIUM US HOLDINGS, LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

AUXILIUM PHARMACEUTICALS
as a Guarantor

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

70 MAPLE AVENUE, LLC
as a Guarantor

BY: ACTIENT PHARMACEUTICALS LLC,
its manager

BY: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

TIMM MEDICAL HOLDINGS, LLC
as a Guarantor

BY: ACTIENT PHARMACEUTICALS LLC,
its manager

BY: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

APHRODITE WOMEN'S HEALTH, LLC
as a Guarantor

By: AMERICAN MEDICAL SYSTEMS
HOLDINGS, INC., its manager

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

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO LUXEMBOURG HOLDING COMPANY S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY II S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

PALADIN LABS CANADIAN HOLDING INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

PALADIN LABS INC.
as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO VENTURES BERMUDA LIMITED, as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

ENDO GLOBAL VENTURES
as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO NETHERLANDS B.V., as a Guarantor

By: /s/ Robert J. Cobuzzi
Name:Robert J. Cobuzzi
Title: Managing Director A

By: /s/ Gert Jan Rietberg
Name: Gert Jan Rietberg
Title: Managing Director B

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO VENTURES CYPRUS LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

AUXILIUM UK LTD
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Trustee

By: /s/ Yana Kislenko
Name: Yana Kislenko
Title: Vice President

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

Exhibit 10.287

Counterpart to Registration Rights Agreement

June 24, 2015

Each of the undersigned hereby absolutely, unconditionally and irrevocably agrees as a Guarantor, as defined in the Registration Rights Agreement, dated January 27, 2015 by and among Endo Finance LLC, a Delaware limited liability company, Endo Finco Inc., a Delaware corporation, and Endo Limited, an Irish private limited company, the Guarantors party thereto, RBC Capital Markets, LLC and Citigroup Global Markets Inc., relating to the 6.00% Senior Notes due 2025, to be bound by the terms and provisions of such Registration Rights Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this counterpart as of the date first written above.

HAWK ACQUISITION IRELAND LIMITED
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

MANJANO LIMITED (TO BE RENAMED ENDO TOPFIN LIMITED)
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature to Registration Rights Agreement Counterpart - 6.00% Senior Notes due 2025]

ENDO US HOLDINGS LUXEMBOURG I S.À R.L.

as Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG II S.À R.L.

as Guaranteeing Subsidiary

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature to Registration Rights Agreement Counterpart - 6.00% Senior Notes due 2025]

HAWK ACQUISITION ULC
as Guaranteeing Subsidiary

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as Guaranteeing Subsidiary

By: /s/ Robert J. Cobuzzi, Ph.D.
Robert J. Cobuzzi, Ph.D.
Name:
Title: Director

[Signature to Registration Rights Agreement Counterpart - 6.00% Senior Notes due 2025]

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of July 9, 2015, among Ishirini Limited (to be renamed Endo Finance III Limited) (the "*Guaranteeing Subsidiary*"), a private limited company incorporated under the laws of Ireland and subsidiary of Endo Limited, a private limited company incorporated under the laws of Ireland (the "*Company*"), the Issuers, the other Guarantors (both, as defined in the Indenture referred to below) 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, Endo Finance LLC, a Delaware limited liability company, and Endo Finco Inc., a Delaware corporation, have heretofore executed and delivered to the Trustee an indenture, dated as of May 6, 2014, as supplemented by a supplemental indenture, dated as of May 28, 2014, a supplemental indenture, dated as of July 10, 2014, a supplemental indenture, dated as of August 11, 2014, a supplemental indenture, dated as of December 22, 2014, a supplemental indenture, dated as of February 3, 2015, a supplemental indenture, dated as of March 20, 2015, a supplemental indenture, dated as of March 27, 2015, and a supplemental indenture, dated as of June 24, 2015, in each case, among the Issuers, the Guarantors party thereto and the Trustee (as so supplemented, the "*Indenture*"), providing for the issuance of 7.00% Senior Notes due 2019 (the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*");

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Account Tax Compliance Act purposes; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.

3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Issuers or any Guarantor, as such, will have any liability for any obligations of the Issuers or the Guarantors under the Notes, the Indenture, this Supplemental Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such

liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4. NEW YORK LAW TO GOVERN; WAIVER OF JURY TRIAL. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ISSUERS AND THE GUARANTORS CONSENTS AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE OR U.S. FEDERAL COURT LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK IN RELATION TO ANY LEGAL ACTION OR PROCEEDING (I) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS INDENTURE, AS SUPPLEMENTED, THE NOTES, THE GUARANTEES AND ANY RELATED DOCUMENTS AND/OR (II) ARISING UNDER ANY U.S. FEDERAL OR U.S. STATE SECURITIES LAWS IN RESPECT OF THE NOTES, THE GUARANTEES AND ANY SECURITIES ISSUED PURSUANT TO THE TERMS OF THE INDENTURE, AS SUPPLEMENTED. EACH OF THE ISSUERS AND THE GUARANTORS WAIVES ANY OBJECTION TO PROCEEDINGS IN ANY SUCH COURTS, WHETHER ON THE GROUND OF VENUE OR ON THE GROUND THAT THE PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE ISSUERS AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, SHALL APPOINT CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, 13TH FLOOR, NEW YORK, NY 10011, AS ITS AGENT FOR SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING AND AGREES THAT SERVICE OF PROCESS UPON SAID AUTHORIZED AGENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON IT IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH OF THE ISSUERS AND THE GUARANTORS AGREES TO DELIVER, UPON THE EXECUTION AND DELIVERY OF THIS SUPPLEMENTAL INDENTURE, A WRITTEN ACCEPTANCE BY SUCH AGENT OF ITS APPOINTMENT AS SUCH AGENT. EACH OF THE ISSUERS AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, FURTHER AGREES TO TAKE ANY AND ALL ACTION, INCLUDING THE FILING OF ANY AND ALL SUCH DOCUMENTS AND INSTRUMENTS, AS MAY BE REASONABLY NECESSARY TO CONTINUE SUCH DESIGNATION AND APPOINTMENT OF CT CORPORATION SYSTEM IN FULL FORCE AND EFFECT FOR SO LONG AS THE INDENTURE, AS SUPPLEMENTED, REMAINS IN FORCE. EACH OF THE ISSUERS, THE TRUSTEE AND 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 SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. COUNTERPARTS. The parties may sign any number of copies of this 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.

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

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Issuers.

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

ISHIRINI LIMITED (TO BE RENAMED
ENDO FINANCE III LIMITED)
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO FINANCE LLC
as an Issuer
by ENDO LUXEMBOURG FINANCECOMPANY I S.À R.L., its sole member

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO FINCO INC.
as an Issuer

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

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO LLC
ENDO U.S. INC.
each, as a Guarantor

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

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

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

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

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

GENERICS BIDCO I, LLC
VINTAGE PHARMACEUTICALS, LLC
GENERICS BIDCO II, LLC
MOORES MILL PROPERTIES LLC
WOOD PARK PROPERTIES LLC
QUARTZ SPECIALTY PHARMACEUTICALS, LLC
each, as a Guarantor
by GENERICS INTERNATIONAL (US), INC.,
its manager

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

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

LEDGEMONT ROYALTY SUB LLC
as a Guarantor
by ENDO PHARMACEUTICALS SOLUTIONS INC.,
its manager

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

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

BOCA PHARMACAL, LLC, as a
as a Guarantor
by GENERICS INTERNATIONAL (US), INC., its
sole member

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

DAVA INTERNATIONAL, LLC, as a
as a Guarantor
by DAVA PHARMACEUTICALS, INC., its
sole member

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

DAVA CAPITAL MANAGEMENT, INC., as a
Guaranteeing Subsidiary

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

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

AUXILIUM INTERNATIONAL HOLDINGS, INC.
as a Guarantor

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

SLATE PHARMACEUTICALS, Inc.
as a Guarantor

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

TIMM MEDICAL TECHNOLOGIES, INC.
as a Guarantor

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

ACTIENT PHARMACEUTICALS LLC
as a Guarantor

BY: AUXILIUM PHARMACEUTICALS, INC.
its manager

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

ACTIENT THERAPEUTICS LLC
as a Guarantor

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

AUXILIUM US HOLDINGS, LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

AUXILIUM PHARMACEUTICALS
as a Guarantor

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

70 MAPLE AVENUE, LLC
as a Guarantor

BY: ACTIENT PHARMACEUTICALS LLC,
its manager

BY: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

TIMM MEDICAL HOLDINGS, LLC
as a Guarantor

BY: ACTIENT PHARMACEUTICALS LLC,
its manager

BY: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

APHRODITE WOMEN'S HEALTH, LLC
as a Guarantor

BY: AMERICAN MEDICAL SYSTEMS
HOLDINGS, INC., its manager

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

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

HAWK ACQUISITION IRELAND LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO TOPFIN LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO LUXEMBOURG HOLDING COMPANY S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY II S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

PALADIN LABS CANADIAN HOLDING INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

PALADIN LABS INC.
as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO VENTURES BERMUDA LIMITED, as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

ENDO GLOBAL VENTURES, as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

HAWK ACQUISITION ULC
as a Guarantor

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as a Guarantor

By: /s/ Robert J. Cobuzzi, Ph.D.
Name: Robert J. Cobuzzi, Ph.D.
Title: Director

ENDO NETHERLANDS B.V., as a Guarantor

By: /s/ Robert J. Cobuzzi
Name:Robert J. Cobuzzi
Title: Managing Director A

By: /s/ Gert Jan Rietberg
Name: Gert Jan Rietberg
Title: Managing Director B

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO VENTURES CYPRUS LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

AUXILIUM UK LTD
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

By: /s/ Yana Kislenko

Name: Yana Kislenko

Title: Vice President

[Signature Page to 7.00% Senior Notes due 2019 Supplemental Indenture]

Exhibit 10.289

Counterpart to Registration Rights Agreement

July 9, 2015

The undersigned hereby absolutely, unconditionally and irrevocably agrees as a Guarantor, as defined in the Registration Rights Agreement, dated May 6, 2014 by and among Endo Finance LLC, a Delaware limited liability company and Endo Finco Inc., a Delaware corporation, the Guarantors party thereto, RBC Capital Markets, LLC and Deutsche Bank Securities Inc., relating to the 7.00% Senior Notes due 2019, to be bound by the terms and provisions of such Registration Rights Agreement.

IN WITNESS WHEREOF, the undersigned has executed this counterpart as of the date first written above.

ISHIRINI LIMITED (TO BE RENAMED ENDO FINANCE III LIMITED)
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature to Registration Rights Agreement Counterpart - 7.00% Senior Notes due 2019]

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of July 9, 2015, among Ishirini Limited (to be renamed Endo Finance III Limited) (the "*Guaranteeing Subsidiary*"), a private limited company incorporated under the laws of Ireland and subsidiary of Endo Limited, a private limited company incorporated under the laws of Ireland (the "*Company*"), the Issuers, the other Guarantors (both, as defined in the Indenture referred to below) 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, Endo Finance LLC, a Delaware limited liability company, and Endo Finco Inc., a Delaware corporation, have heretofore executed and delivered to the Trustee an indenture, dated as of May 6, 2014, as supplemented by a supplemental indenture, dated as of May 28, 2014, a supplemental indenture, dated as of July 10, 2014, a supplemental indenture, dated as of August 11, 2014, a supplemental indenture, dated as of December 22, 2014, a supplemental indenture, dated as of February 3, 2015, a supplemental indenture, dated as of March 20, 2015, a supplemental indenture, dated as of March 27, 2015, and a supplemental indenture, dated as of June 24, 2015, in each case, among the Issuers, the Guarantors party thereto and the Trustee (as so supplemented, the "*Indenture*"), providing for the issuance of 7.00% Senior Notes due 2020 (the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*");

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Account Tax Compliance Act purposes; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.

3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Issuers or any Guarantor, as such, will have any liability for any obligations of the Issuers or the Guarantors under the Notes, the Indenture, this Supplemental Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such

liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4. NEW YORK LAW TO GOVERN; WAIVER OF JURY TRIAL. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ISSUERS AND THE GUARANTORS CONSENTS AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE OR U.S. FEDERAL COURT LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK IN RELATION TO ANY LEGAL ACTION OR PROCEEDING (I) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS INDENTURE, AS SUPPLEMENTED, THE NOTES, THE GUARANTEES AND ANY RELATED DOCUMENTS AND/OR (II) ARISING UNDER ANY U.S. FEDERAL OR U.S. STATE SECURITIES LAWS IN RESPECT OF THE NOTES, THE GUARANTEES AND ANY SECURITIES ISSUED PURSUANT TO THE TERMS OF THE INDENTURE, AS SUPPLEMENTED. EACH OF THE ISSUERS AND THE GUARANTORS WAIVES ANY OBJECTION TO PROCEEDINGS IN ANY SUCH COURTS, WHETHER ON THE GROUND OF VENUE OR ON THE GROUND THAT THE PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE ISSUERS AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, SHALL APPOINT CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, 13TH FLOOR, NEW YORK, NY 10011, AS ITS AGENT FOR SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING AND AGREES THAT SERVICE OF PROCESS UPON SAID AUTHORIZED AGENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON IT IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH OF THE ISSUERS AND THE GUARANTORS AGREES TO DELIVER, UPON THE EXECUTION AND DELIVERY OF THIS SUPPLEMENTAL INDENTURE, A WRITTEN ACCEPTANCE BY SUCH AGENT OF ITS APPOINTMENT AS SUCH AGENT. EACH OF THE ISSUERS AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, FURTHER AGREES TO TAKE ANY AND ALL ACTION, INCLUDING THE FILING OF ANY AND ALL SUCH DOCUMENTS AND INSTRUMENTS, AS MAY BE REASONABLY NECESSARY TO CONTINUE SUCH DESIGNATION AND APPOINTMENT OF CT CORPORATION SYSTEM IN FULL FORCE AND EFFECT FOR SO LONG AS THE INDENTURE, AS SUPPLEMENTED, REMAINS IN FORCE. EACH OF THE ISSUERS, THE TRUSTEE AND 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 SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. COUNTERPARTS. The parties may sign any number of copies of this 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.

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

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Issuers.

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

ISHIRINI LIMITED (TO BE RENAMED ENDO FINANCE III LIMITED)
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE LLC
as an Issuer
by ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L., its sole member

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

ENDO FINCO INC.
as an Issuer

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

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

ENDO LLC
ENDO U.S. INC.
each, as a Guarantor

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

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

DAVA PHARMACEUTICALS, INC.
ENDO HEALTH SOLUTIONS INC.
ENDO PHARMACEUTICALS INC.
ENDO PHARMACEUTICALS SOLUTIONS INC.
ENDO PHARMACEUTICALS VALERA INC
GENERICS INTERNATIONAL (US PARENT), INC.
GENERICS INTERNATIONAL (US MIDCO), INC.
GENERICS INTERNATIONAL (US HOLDCO), INC.
GENERICS INTERNATIONAL (US), INC.
AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.
AMERICAN MEDICAL SYSTEMS, LLC
AMS RESEARCH, LLC
AMS SALES, LLC
LASERSCOPE
each, as a Guarantor

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

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

GENERICS BIDCO I, LLC
VINTAGE PHARMACEUTICALS, LLC
GENERICS BIDCO II, LLC
MOORES MILL PROPERTIES LLC
WOOD PARK PROPERTIES LLC
QUARTZ SPECIALTY PHARMACEUTICALS, LLC
each, as a Guarantor
by GENERICS INTERNATIONAL (US), INC.,
its manager

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

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

LEDGEMONT ROYALTY SUB LLC
as a Guarantor
by ENDO PHARMACEUTICALS SOLUTIONS INC.,
its manager

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

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

BOCA PHARMACAL, LLC,
as a Guarantor
by GENERICS INTERNATIONAL (US), INC., its sole member

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

DAVA INTERNATIONAL, LLC,
as a Guarantor
by DAVA PHARMACEUTICALS, INC., its sole member

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

DAVA CAPITAL MANAGEMENT, INC.,
as a Guarantor

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

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

AUXILIUM INTERNATIONAL HOLDINGS, INC.
as a Guarantor

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

SLATE PHARMACEUTICALS, Inc.
as a Guarantor

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

TIMM MEDICAL TECHNOLOGIES, INC.
as a Guarantor

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

ACTIENT PHARMACEUTICALS LLC
as a Guarantor

BY: AUXILIUM PHARMACEUTICALS, INC.
its manager

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

ACTIENT THERAPEUTICS LLC
as a Guarantor

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

AUXILIUM US HOLDINGS, LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

AUXILIUM PHARMACEUTICALS
as a Guarantor

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

70 MAPLE AVENUE, LLC
as a Guarantor

BY: ACTIENT PHARMACEUTICALS LLC,
its manager

BY: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

TIMM MEDICAL HOLDINGS, LLC
as a Guarantor

BY: ACTIENT PHARMACEUTICALS LLC,
its manager

BY: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

APHRODITE WOMEN'S HEALTH, LLC
as a Guarantor

By: AMERICAN MEDICAL SYSTEMS
HOLDINGS, INC., its manager

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

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

ENDO LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director.

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

HAWK ACQUISITION IRELAND LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO TOPFIN LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

ENDO LUXEMBOURG HOLDING COMPANY S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY II S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

PALADIN LABS CANADIAN HOLDING INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

PALADIN LABS INC.
as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

ENDO VENTURES BERMUDA LIMITED, as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

ENDO GLOBAL VENTURES, as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

HAWK ACQUISITION ULC
as a Guarantor

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as a Guarantor

By: /s/ Robert J. Cobuzzi, Ph.D.
Name: Robert J. Cobuzzi, Ph.D.
Title: Director

ENDO NETHERLANDS B.V., as a Guarantor

By: /s/ Robert J. Cobuzzi
Name:Robert J. Cobuzzi
Title: Managing Director A

By: /s/ Gert Jan Rietberg
Name: Gert Jan Rietberg
Title: Managing Director B

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

ENDO VENTURES CYPRUS LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

AUXILIUM UK LTD
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Trustee

By: /s/ Yana Kislenko
Name: Yana Kislenko
Title: Vice President

[Signature Page to 7.00% Senior Notes due 2020 Supplemental Indenture]

Exhibit 10.291

Counterpart to Registration Rights Agreement

July 9, 2015

The undersigned hereby absolutely, unconditionally and irrevocably agrees as a Guarantor, as defined in the Registration Rights Agreement, dated May 6, 2014 by and among Endo Finance LLC, a Delaware limited liability company and Endo Finco Inc., a Delaware corporation, the Guarantors party thereto, RBC Capital Markets, LLC and Deutsche Bank Securities Inc., relating to the 7.00% Senior Notes due 2020, to be bound by the terms and provisions of such Registration Rights Agreement.

IN WITNESS WHEREOF, the undersigned has executed this counterpart as of the date first written above.

ISHIRINI LIMITED (TO BE RENAMED ENDO FINANCE III LIMITED)
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature to Registration Rights Agreement Counterpart - 7.00% Senior Notes due 2020]

Exhibit 10.292

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of July 9, 2015, among Ishirini Limited (to be renamed Endo Finance III Limited) (the "*Guaranteeing Subsidiary*"), a private limited company incorporated under the laws of Ireland and subsidiary of Endo Limited, a private limited company incorporated under the laws of Ireland (the "*Company*"), the Issuer, the Co-Obligor, the other Guarantors (each, as defined in the Indenture referred to below) 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, Endo Finance Co., a Delaware corporation, has heretofore executed and delivered to the Trustee an indenture, dated as of December 19, 2013, as supplemented, amended and restated by a supplemental indenture, dated as of February 28, 2014, and as further supplemented by a supplemental indenture, dated as of May 28, 2014, a supplemental indenture, dated as of July 10, 2014, a supplemental indenture, dated as of August 11, 2014, a supplemental indenture, dated as of December 22, 2014, a supplemental indenture, dated as of February 3, 2015, a supplemental indenture, dated as of March 20, 2015, a supplemental indenture, dated as of March 27, 2015, and a supplemental indenture, dated as of June 24, 2015, in each case, among Endo Finance LLC, a Delaware limited liability company and successor to Endo Finance Co., Endo Finco Inc., a Delaware corporation, the Guarantors party thereto and the Trustee (as so supplemented, amended and restated, the "*Indenture*"), providing for the issuance of 5.75% Senior Notes due 2022 (the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuer's and the Co-Obligor's Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*");

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Account Tax Compliance Act purposes; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.

3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Issuer, the Co-Obligor or any Guarantor, as such, will have any liability for any obligations of the Issuer, Co-Obligor or the Guarantors under the Notes, the Indenture,

this Supplemental Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4. NEW YORK LAW TO GOVERN; WAIVER OF JURY TRIAL. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ISSUER, THE CO-OBLIGOR AND THE GUARANTORS CONSENTS AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE OR U.S. FEDERAL COURT LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK IN RELATION TO ANY LEGAL ACTION OR PROCEEDING (I) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS INDENTURE, AS SUPPLEMENTED, THE NOTES, THE GUARANTEES AND ANY RELATED DOCUMENTS AND/OR (II) ARISING UNDER ANY U.S. FEDERAL OR U.S. STATE SECURITIES LAWS IN RESPECT OF THE NOTES, THE GUARANTEES AND ANY SECURITIES ISSUED PURSUANT TO THE TERMS OF THE INDENTURE, AS SUPPLEMENTED. EACH OF THE ISSUER, THE CO-OBLIGOR AND THE GUARANTORS WAIVES ANY OBJECTION TO PROCEEDINGS IN ANY SUCH COURTS, WHETHER ON THE GROUND OF VENUE OR ON THE GROUND THAT THE PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE ISSUER, THE CO-OBLIGOR AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, SHALL APPOINT CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, 13TH FLOOR, NEW YORK, NY 10011, AS ITS AGENT FOR SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING AND AGREES THAT SERVICE OF PROCESS UPON SAID AUTHORIZED AGENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON IT IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH OF THE ISSUER, THE CO-OBLIGOR AND THE GUARANTORS AGREES TO DELIVER, UPON THE EXECUTION AND DELIVERY OF THIS SUPPLEMENTAL INDENTURE, A WRITTEN ACCEPTANCE BY SUCH AGENT OF ITS APPOINTMENT AS SUCH AGENT. EACH OF THE ISSUER, THE CO-OBLIGOR AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, FURTHER AGREES TO TAKE ANY AND ALL ACTION, INCLUDING THE FILING OF ANY AND ALL SUCH DOCUMENTS AND INSTRUMENTS, AS MAY BE REASONABLY NECESSARY TO CONTINUE SUCH DESIGNATION AND APPOINTMENT OF CT CORPORATION SYSTEM IN FULL FORCE AND EFFECT FOR SO LONG AS THE INDENTURE, AS SUPPLEMENTED, REMAINS IN FORCE. THE ISSUER, THE CO-OBLIGOR, 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 SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. COUNTERPARTS. The parties may sign any number of copies of this 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.

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

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Issuer.

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

ISHIRINI LIMITED (TO BE RENAMED
ENDO FINANCE III LIMITED)
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

ENDO FINANCE LLC
as an Issuer
by ENDO LUXEMBOURG FINANCECOMPANY I
S.À R.L., its sole member

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

ENDO FINCO INC.
as an Issuer

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

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

ENDO LLC
ENDO U.S. INC.
each, as a Guarantor

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

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

DAVA PHARMACEUTICALS, INC.
ENDO HEALTH SOLUTIONS INC.
ENDO PHARMACEUTICALS INC.
ENDO PHARMACEUTICALS SOLUTIONS INC.
ENDO PHARMACEUTICALS VALERA INC
GENERICS INTERNATIONAL (US PARENT), INC.
GENERICS INTERNATIONAL (US MIDCO), INC.
GENERICS INTERNATIONAL (US HOLDCO), INC.
GENERICS INTERNATIONAL (US), INC.
AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.
AMERICAN MEDICAL SYSTEMS, INC.
AMS RESEARCH, LLC
AMS SALES, LLC
LASERSCOPE
each, as a Guarantor

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

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

GENERICS BIDCO I, LLC
VINTAGE PHARMACEUTICALS, LLC
GENERICS BIDCO II, LLC
MOORES MILL PROPERTIES LLC
WOOD PARK PROPERTIES LLC
QUARTZ SPECIALTY PHARMACEUTICALS, LLC
each, as a Guarantor
by GENERICS INTERNATIONAL (US), INC.,
its manager

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

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

LEDGEMONT ROYALTY SUB LLC
as a Guarantor
by ENDO PHARMACEUTICALS SOLUTIONS INC.,
its manager

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

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

BOCA PHARMACAL, LLC, as a
as a Guarantor
by GENERICS INTERNATIONAL (US), INC., its
sole member

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

DAVA INTERNATIONAL, LLC, as a
as a Guarantor
by DAVA PHARMACEUTICALS, INC., its
sole member

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

DAVA CAPITAL MANAGEMENT, INC.,
as a Guarantor

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

AUXILIUM INTERNATIONAL HOLDINGS, INC.
as a Guarantor

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

SLATE PHARMACEUTICALS, Inc.
as a Guarantor

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

TIMM MEDICAL TECHNOLOGIES, INC.
as a Guarantor

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

ACTIENT PHARMACEUTICALS LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.
its manager

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

ACTIENT THERAPEUTICS LLC
as a Guarantor

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

AUXILIUM US HOLDINGS, LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

AUXILIUM PHARMACEUTICALS
as a Guarantor

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

70 MAPLE AVENUE, LLC
as a Guarantor

By: ACTIENT PHARMACEUTICALS LLC,
its manager

By: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

TIMM MEDICAL HOLDINGS, LLC
as a Guarantor

By: ACTIENT PHARMACEUTICALS LLC,
its manager

By: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

APHRODITE WOMEN'S HEALTH, LLC
as a Guarantor

By: AMERICAN MEDICAL SYSTEMS
HOLDINGS, INC., its manager

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

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

ENDO LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

HAWK ACQUISITION IRELAND LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO TOPFIN LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

ENDO LUXEMBOURG HOLDING COMPANY S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY II S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG II S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

PALADIN LABS CANADIAN HOLDING INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

PALADIN LABS INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

ENDO VENTURES BERMUDA LIMITED, as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

ENDO GLOBAL VENTURES
as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

HAWK ACQUISITION ULC
as a Guarantor

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as a Guarantor

By: /s/ Robert J. Cobuzzi, Ph.D.
Name: Robert J. Cobuzzi, Ph.D.
Title: Director

ENDO NETHERLANDS B.V., as a Guarantor

By: /s/ Robert J. Cobuzzi
Name:Robert J. Cobuzzi
Title: Managing Director A

By: /s/ Gert Jan Rietberg
Name: Gert Jan Rietberg
Title: Managing Director B

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

ENDO VENTURES CYPRUS LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

AUXILIUM UK LTD
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

By: /s/ Yana Kislenko

Name: Yana Kislenko

Title: Vice President

[Signature Page to 5.75% Senior Notes due 2022 Supplemental Indenture]

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of July 9, 2015, among Ishirini Limited (to be renamed Endo Finance III Limited) (the "*Guaranteeing Subsidiary*"), a private limited company incorporated under the laws of Ireland and subsidiary of Endo Limited, a private limited company incorporated under the laws of Ireland (the "*Company*"), the Issuers, the other Guarantors (both, as defined in the Indenture referred to below) 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, Endo Finance LLC, a Delaware limited liability company, and Endo Finco Inc., a Delaware corporation, have heretofore executed and delivered to the Trustee an indenture, dated as of May 6, 2014, as supplemented by a supplemental indenture, dated as of May 28, 2014, a supplemental indenture, dated as of July 10, 2014, a supplemental indenture, dated as of August 11, 2014, a supplemental indenture, dated as of December 22, 2014, a supplemental indenture, dated as of February 3, 2015, a supplemental indenture, dated as of March 20, 2015, a supplemental indenture, dated as of March 27, 2015, and a supplemental indenture, dated as of June 24, 2015, in each case, among the Issuers, the Guarantors party thereto and the Trustee (as so supplemented, the "*Indenture*"), providing for the issuance of 7.25% Senior Notes due 2022 (the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*");

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Account Tax Compliance Act purposes; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.

3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Issuers or any Guarantor, as such, will have any liability for any obligations of the Issuers or the Guarantors under the Notes, the Indenture, this Supplemental Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such

liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4. NEW YORK LAW TO GOVERN; WAIVER OF JURY TRIAL. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ISSUERS AND THE GUARANTORS CONSENTS AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE OR U.S. FEDERAL COURT LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK IN RELATION TO ANY LEGAL ACTION OR PROCEEDING (I) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS INDENTURE, AS SUPPLEMENTED, THE NOTES, THE GUARANTEES AND ANY RELATED DOCUMENTS AND/OR (II) ARISING UNDER ANY U.S. FEDERAL OR U.S. STATE SECURITIES LAWS IN RESPECT OF THE NOTES, THE GUARANTEES AND ANY SECURITIES ISSUED PURSUANT TO THE TERMS OF THE INDENTURE, AS SUPPLEMENTED. EACH OF THE ISSUERS AND THE GUARANTORS WAIVES ANY OBJECTION TO PROCEEDINGS IN ANY SUCH COURTS, WHETHER ON THE GROUND OF VENUE OR ON THE GROUND THAT THE PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE ISSUERS AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, SHALL APPOINT CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, 13TH FLOOR, NEW YORK, NY 10011, AS ITS AGENT FOR SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING AND AGREES THAT SERVICE OF PROCESS UPON SAID AUTHORIZED AGENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON IT IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH OF THE ISSUERS AND THE GUARANTORS AGREES TO DELIVER, UPON THE EXECUTION AND DELIVERY OF THIS SUPPLEMENTAL INDENTURE, A WRITTEN ACCEPTANCE BY SUCH AGENT OF ITS APPOINTMENT AS SUCH AGENT. EACH OF THE ISSUERS AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, FURTHER AGREES TO TAKE ANY AND ALL ACTION, INCLUDING THE FILING OF ANY AND ALL SUCH DOCUMENTS AND INSTRUMENTS, AS MAY BE REASONABLY NECESSARY TO CONTINUE SUCH DESIGNATION AND APPOINTMENT OF CT CORPORATION SYSTEM IN FULL FORCE AND EFFECT FOR SO LONG AS THE INDENTURE, AS SUPPLEMENTED, REMAINS IN FORCE. EACH OF THE ISSUERS, THE TRUSTEE AND 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 SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. COUNTERPARTS. The parties may sign any number of copies of this 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.

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

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Issuers.

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

ISHIRINI LIMITED (TO BE RENAMED ENDO FINANCE III LIMITED)
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE LLC
as an Issuer
by ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L., its sole member

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

ENDO FINCO INC.
as an Issuer

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

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

ENDO LLC
ENDO U.S. INC.
each, as a Guarantor

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

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

DAVA PHARMACEUTICALS, INC.
ENDO HEALTH SOLUTIONS INC.
ENDO PHARMACEUTICALS INC.
ENDO PHARMACEUTICALS SOLUTIONS INC.
ENDO PHARMACEUTICALS VALERA INC
GENERICS INTERNATIONAL (US PARENT), INC.
GENERICS INTERNATIONAL (US MIDCO), INC.
GENERICS INTERNATIONAL (US HOLDCO), INC.
GENERICS INTERNATIONAL (US), INC.
AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.
AMERICAN MEDICAL SYSTEMS, LLC
AMS RESEARCH, LLC
AMS SALES, LLC
LASERSCOPE
each, as a Guarantor

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

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

GENERICS BIDCO I, LLC
VINTAGE PHARMACEUTICALS, LLC
GENERICS BIDCO II, LLC
MOORES MILL PROPERTIES LLC
WOOD PARK PROPERTIES LLC
QUARTZ SPECIALTY PHARMACEUTICALS, LLC
each, as a Guarantor
by GENERICS INTERNATIONAL (US), INC.,
its manager

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

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

LEDGEMONT ROYALTY SUB LLC
as a Guarantor
by ENDO PHARMACEUTICALS SOLUTIONS INC.,
its manager

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

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

BOCA PHARMACAL, LLC,
as a Guarantor
by GENERICS INTERNATIONAL (US), INC., its sole member

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

DAVA INTERNATIONAL, LLC,
as a Guarantor
by DAVA PHARMACEUTICALS, INC., its sole member

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

DAVA CAPITAL MANAGEMENT, INC.,
as a Guarantor

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

AUXILIUM INTERNATIONAL HOLDINGS, INC.
as a Guarantor

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

SLATE PHARMACEUTICALS, Inc.
as a Guarantor

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

TIMM MEDICAL TECHNOLOGIES, INC.
as a Guarantor

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

ACTIENT PHARMACEUTICALS LLC
as a Guarantor

BY: AUXILIUM PHARMACEUTICALS, INC.
its manager

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

ACTIENT THERAPEUTICS LLC
as a Guarantor

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

AUXILIUM US HOLDINGS, LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

AUXILIUM PHARMACEUTICALS
as a Guarantor

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

70 MAPLE AVENUE, LLC
as a Guarantor

By: ACTIENT PHARMACEUTICALS LLC,
its manager

By: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

TIMM MEDICAL HOLDINGS, LLC
as a Guarantor

By: ACTIENT PHARMACEUTICALS LLC,
its manager

By: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

APHRODITE WOMEN'S HEALTH, LLC
as a Guarantor

By: AMERICAN MEDICAL SYSTEMS
HOLDINGS, INC., its manager

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

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

ENDO LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director.

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

HAWK ACQUISITION IRELAND LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO TOPFIN LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

ENDO LUXEMBOURG HOLDING COMPANY S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY II S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG II S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

PALADIN LABS CANADIAN HOLDING INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

PALADIN LABS INC.
as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

ENDO VENTURES BERMUDA LIMITED, as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

ENDO GLOBAL VENTURES
as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

HAWK ACQUISITION ULC
as a Guarantor

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as a Guarantor

By: /s/ Robert J. Cobuzzi, Ph.D.
Name: Robert J. Cobuzzi, Ph.D.
Title: Director

ENDO NETHERLANDS B.V., as a Guarantor

By: /s/ Robert J. Cobuzzi
Name:Robert J. Cobuzzi
Title: Managing Director A

By: /s/ Gert Jan Rietberg
Name: Gert Jan Rietberg
Title: Managing Director B

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

ENDO VENTURES CYPRUS LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

AUXILIUM UK LTD
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Trustee

By: /s/ Yana Kislenko
Name: Yana Kislenko
Title: Vice President

[Signature Page to 7.25% Senior Notes due 2022 Supplemental Indenture]

Exhibit 10.294

Counterpart to Registration Rights Agreement

July 9, 2015

The undersigned hereby absolutely, unconditionally and irrevocably agrees as a Guarantor, as defined in the Registration Rights Agreement, dated May 6, 2014 by and among Endo Finance LLC, a Delaware limited liability company and Endo Finco Inc., a Delaware corporation, the Guarantors party thereto, RBC Capital Markets, LLC and Deutsche Bank Securities Inc., relating to the 7.25% Senior Notes due 2022, to be bound by the terms and provisions of such Registration Rights Agreement.

IN WITNESS WHEREOF, the undersigned has executed this counterpart as of the date first written above.

ISHIRINI LIMITED (TO BE RENAMED ENDO FINANCE III LIMITED)
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to Registration Rights Agreement Counterpart - 7.25% Senior Notes due 2022]

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of July 9, 2015, among Ishirini Limited (to be renamed Endo Finance III Limited) (the "*Guaranteeing Subsidiary*"), a private limited company incorporated under the laws of Ireland and subsidiary of Endo Limited, a private limited company incorporated under the laws of Ireland (the "*Company*"), the Issuers, the other Guarantors (both, as defined in the Indenture referred to below) 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, Endo Finance LLC, a Delaware limited liability company, and Endo Finco Inc., a Delaware corporation, have heretofore executed and delivered to the Trustee an indenture, dated as of June 30, 2014, as supplemented by a supplemental indenture, dated as of July 10, 2014, a supplemental indenture, dated as of August 11, 2014, a supplemental indenture, dated as of December 22, 2014, a supplemental indenture, dated as of February 3, 2015, a supplemental indenture, dated as of March 20, 2015, a supplemental indenture, dated as of March 27, 2015, and a supplemental indenture, dated as of June 24, 2015, in each case, among the Issuers, the Guarantors party thereto and the Trustee (the "*Indenture*"), providing for the issuance of 5.375% Senior Notes due 2023 (the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*");

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Account Tax Compliance Act purposes; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.

3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Issuers or any Guarantor, as such, will have any liability for any obligations of the Issuers or the Guarantors under the Notes, the Indenture, this Supplemental Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such

liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4. NEW YORK LAW TO GOVERN; WAIVER OF JURY TRIAL. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ISSUERS AND THE GUARANTORS CONSENTS AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE OR U.S. FEDERAL COURT LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK IN RELATION TO ANY LEGAL ACTION OR PROCEEDING (I) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS INDENTURE, AS SUPPLEMENTED, THE NOTES, THE GUARANTEES AND ANY RELATED DOCUMENTS AND/OR (II) ARISING UNDER ANY U.S. FEDERAL OR U.S. STATE SECURITIES LAWS IN RESPECT OF THE NOTES, THE GUARANTEES AND ANY SECURITIES ISSUED PURSUANT TO THE TERMS OF THE INDENTURE, AS SUPPLEMENTED. EACH OF THE ISSUERS AND THE GUARANTORS WAIVES ANY OBJECTION TO PROCEEDINGS IN ANY SUCH COURTS, WHETHER ON THE GROUND OF VENUE OR ON THE GROUND THAT THE PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE ISSUERS AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, SHALL APPOINT CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, 13TH FLOOR, NEW YORK, NY 10011, AS ITS AGENT FOR SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING AND AGREES THAT SERVICE OF PROCESS UPON SAID AUTHORIZED AGENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON IT IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH OF THE ISSUERS AND THE GUARANTORS AGREES TO DELIVER, UPON THE EXECUTION AND DELIVERY OF THIS SUPPLEMENTAL INDENTURE, A WRITTEN ACCEPTANCE BY SUCH AGENT OF ITS APPOINTMENT AS SUCH AGENT. EACH OF THE ISSUERS AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, FURTHER AGREES TO TAKE ANY AND ALL ACTION, INCLUDING THE FILING OF ANY AND ALL SUCH DOCUMENTS AND INSTRUMENTS, AS MAY BE REASONABLY NECESSARY TO CONTINUE SUCH DESIGNATION AND APPOINTMENT OF CT CORPORATION SYSTEM IN FULL FORCE AND EFFECT FOR SO LONG AS THE INDENTURE, AS SUPPLEMENTED, REMAINS IN FORCE. EACH OF THE ISSUERS, THE TRUSTEE AND 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 SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. COUNTERPARTS. The parties may sign any number of copies of this 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.

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

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Issuers.

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

ISHIRINI LIMITED (TO BE RENAMED ENDO FINANCE III LIMITED)
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

ENDO FINANCE LLC
as an Issuer
by ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L., its sole member

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

ENDO FINCO INC.
as an Issuer

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

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

ENDO LLC
ENDO U.S. INC.
each, as a Guarantor

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

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

DAVA PHARMACEUTICALS, INC.
ENDO HEALTH SOLUTIONS INC.
ENDO PHARMACEUTICALS INC.
ENDO PHARMACEUTICALS SOLUTIONS INC.
ENDO PHARMACEUTICALS VALERA INC
GENERICS INTERNATIONAL (US PARENT), INC.
GENERICS INTERNATIONAL (US MIDCO), INC.
GENERICS INTERNATIONAL (US HOLDCO), INC.
GENERICS INTERNATIONAL (US), INC.
AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.
AMERICAN MEDICAL SYSTEMS, LLC
AMS RESEARCH, LLC
AMS SALES, LLC
LASERSCOPE
each, as a Guarantor

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

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

GENERICS BIDCO I, LLC
VINTAGE PHARMACEUTICALS, LLC
GENERICS BIDCO II, LLC
MOORES MILL PROPERTIES LLC
WOOD PARK PROPERTIES LLC
QUARTZ SPECIALTY PHARMACEUTICALS, LLC
each, as a Guarantor
by GENERICS INTERNATIONAL (US), INC.,
its manager

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

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

LEDGEMONT ROYALTY SUB LLC
as a Guarantor
by ENDO PHARMACEUTICALS SOLUTIONS INC.,
its manager

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

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

BOCA PHARMACAL, LLC,
as a Guarantor
by GENERICS INTERNATIONAL (US), INC., its sole member

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

DAVA INTERNATIONAL, LLC,
as a Guarantor
by DAVA PHARMACEUTICALS, INC., its sole member

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

DAVA CAPITAL MANAGEMENT, INC.,
as a Guarantor

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

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

AUXILIUM INTERNATIONAL HOLDINGS, INC.
as a Guarantor

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

SLATE PHARMACEUTICALS, Inc.
as a Guarantor

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

TIMM MEDICAL TECHNOLOGIES, INC.
as a Guarantor

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

ACTIENT PHARMACEUTICALS LLC
as a Guarantor

BY: AUXILIUM PHARMACEUTICALS, INC.
its manager

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

ACTIENT THERAPEUTICS LLC
as a Guarantor

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

AUXILIUM US HOLDINGS, LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

AUXILIUM PHARMACEUTICALS
as a Guarantor

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

70 MAPLE AVENUE, LLC
as a Guarantor

BY: ACTIENT PHARMACEUTICALS LLC,
its manager

BY: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

TIMM MEDICAL HOLDINGS, LLC
as a Guarantor

BY: ACTIENT PHARMACEUTICALS LLC,
its manager

BY: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

APHRODITE WOMEN'S HEALTH, LLC
as a Guarantor

By: AMERICAN MEDICAL SYSTEMS
HOLDINGS, INC., its manager

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

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

ENDO LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director.

HAWK ACQUISITION IRELAND LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO TOPFIN LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

ENDO LUXEMBOURG HOLDING COMPANY S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY II S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

PALADIN LABS CANADIAN HOLDING INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

PALADIN LABS INC.
as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

ENDO VENTURES BERMUDA LIMITED, as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

ENDO GLOBAL VENTURES, as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

HAWK ACQUISITION ULC
as a Guarantor

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as a Guarantor

By: /s/ Robert J. Cobuzzi, Ph.D.
Name: Robert J. Cobuzzi, Ph.D.
Title: Director

ENDO NETHERLANDS B.V., as a Guarantor

By: /s/ Robert J. Cobuzzi
Name:Robert J. Cobuzzi
Title: Managing Director A

By: /s/ Gert Jan Rietberg
Name: Gert Jan Rietberg
Title: Managing Director B

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

ENDO VENTURES CYPRUS LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

AUXILIUM UK LTD
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Trustee

By: /s/ Yana Kislenko
Name: Yana Kislenko
Title: Vice President

[Signature Page to 5.375% Senior Notes due 2023 Supplemental Indenture]

Exhibit 10.296

Counterpart to Registration Rights Agreement

July 9, 2015

The undersigned hereby absolutely, unconditionally and irrevocably agrees as a Guarantor, as defined in the Registration Rights Agreement, dated June 30, 2014 by and among Endo Finance LLC, a Delaware limited liability company and Endo Finco Inc., a Delaware corporation, the Guarantors party thereto, Citigroup Global Markets Inc. and RBC Capital Markets, relating to the 5.375% Senior Notes due 2023, to be bound by the terms and provisions of such Registration Rights Agreement.

IN WITNESS WHEREOF, the undersigned has executed this counterpart as of the date first written above.

ISHIRINI LIMITED (TO BE RENAMED ENDO FINANCE III LIMITED)
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature to Registration Rights Agreement Counterpart - 5.375% Senior Notes due 2023]

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of July 9, 2015, among Ishirini Limited (to be renamed Endo Finance III Limited) (the "*Guaranteeing Subsidiary*"), a private limited company incorporated under the laws of Ireland and subsidiary of Endo Limited, a private limited company incorporated under the laws of Ireland (the "*Company*"), the Issuers, the other Guarantors (both, as defined in the Indenture referred to herein) 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, Endo Finance LLC, a Delaware limited liability company, and Endo Finco Inc., a Delaware corporation, have heretofore executed and delivered to the Trustee an indenture, dated as of January 27, 2015, as supplemented by a supplemental indenture, dated as of February 3, 2015, a supplemental indenture, dated as of March 20, 2015, a supplemental indenture, dated as of March 27, 2015, and a supplemental indenture, dated as of June 24, 2015, in each case, by and among the parties thereto (the "*Indenture*"), providing for the issuance of 6.00% Senior Notes due 2025 (the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*");

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Account Tax Compliance Act purposes; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.

3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Issuers or any Guarantor, as such, will have any liability for any obligations of the Issuers or the Guarantors under the Notes, this Supplemental Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4. NEW YORK LAW TO GOVERN; WAIVER OF JURY TRIAL. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ISSUERS AND THE GUARANTORS CONSENTS AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE OR U.S. FEDERAL COURT LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK IN RELATION TO ANY LEGAL ACTION OR PROCEEDING (I) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS INDENTURE, AS SUPPLEMENTED, THE NOTES, THE GUARANTEES AND ANY RELATED DOCUMENTS AND/OR (II) ARISING UNDER ANY U.S. FEDERAL OR U.S. STATE SECURITIES LAWS IN RESPECT OF THE NOTES, THE GUARANTEES AND ANY SECURITIES ISSUED PURSUANT TO THE TERMS OF THE INDENTURE, AS SUPPLEMENTED. EACH OF THE ISSUERS AND THE GUARANTORS WAIVES ANY OBJECTION TO PROCEEDINGS IN ANY SUCH COURTS, WHETHER ON THE GROUND OF VENUE OR ON THE GROUND THAT THE PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE GUARANTEEING SUBSIDIARIES, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, SHALL APPOINT CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, 13TH FLOOR, NEW YORK, NY 10011, AS ITS AGENT FOR SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING AND AGREES THAT SERVICE OF PROCESS UPON SAID AUTHORIZED AGENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON IT IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH OF THE GUARANTEEING SUBSIDIARIES AGREES TO DELIVER, UPON THE EXECUTION AND DELIVERY OF THIS SUPPLEMENTAL INDENTURE, A WRITTEN ACCEPTANCE BY SUCH AGENT OF ITS APPOINTMENT AS SUCH AGENT. EACH OF GUARANTEEING SUBSIDIARIES, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, FURTHER AGREES TO TAKE ANY AND ALL ACTION, INCLUDING THE FILING OF ANY AND ALL SUCH DOCUMENTS AND INSTRUMENTS, AS MAY BE REASONABLY NECESSARY TO CONTINUE SUCH DESIGNATION AND APPOINTMENT OF CT CORPORATION SYSTEM IN FULL FORCE AND EFFECT FOR SO LONG AS THE INDENTURE, AS SUPPLEMENTED, REMAINS IN FORCE. EACH OF THE ISSUERS, THE TRUSTEE AND 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 SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. COUNTERPARTS. The parties may sign any number of copies of this 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.

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

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Issuers.

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

ISHIRINI LIMITED (TO BE RENAMED ENDO FINANCE III LIMITED)
as Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO FINANCE LLC
as an Issuer
by ENDO LUXEMBOURG FINANCECOMPANY I
S.À R.L., its sole member

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO FINCO INC.
as an Issuer

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

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO LIMITED
as an Issuer

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO LLC
ENDO U.S. INC.
each, as a Guarantor

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

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

DAVA PHARMACEUTICALS, INC.
ENDO HEALTH SOLUTIONS INC.
ENDO PHARMACEUTICALS INC.
ENDO PHARMACEUTICALS SOLUTIONS INC.
ENDO PHARMACEUTICALS VALERA INC
GENERICS INTERNATIONAL (US PARENT), INC.
GENERICS INTERNATIONAL (US MIDCO), INC.
GENERICS INTERNATIONAL (US HOLDCO), INC.
GENERICS INTERNATIONAL (US), INC.
AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.
AMERICAN MEDICAL SYSTEMS, INC.
AMS RESEARCH, LLC
AMS SALES, LLC
LASERSCOPE
each, as a Guarantor

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

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

GENERICS BIDCO I, LLC
VINTAGE PHARMACEUTICALS, LLC
GENERICS BIDCO II, LLC
MOORES MILL PROPERTIES LLC
WOOD PARK PROPERTIES LLC
QUARTZ SPECIALTY PHARMACEUTICALS, LLC
each, as a Guarantor
by GENERICS INTERNATIONAL (US), INC.,
its manager

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

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

LEDGEMONT ROYALTY SUB LLC
as a Guarantor
by ENDO PHARMACEUTICALS SOLUTIONS INC.,
its manager

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

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

BOCA PHARMACAL, LLC, as a
as a Guarantor
by GENERICS INTERNATIONAL (US), INC., its
sole member

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

DAVA INTERNATIONAL, LLC, as a
as a Guarantor
by DAVA PHARMACEUTICALS, INC., its
sole member

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

DAVA CAPITAL MANAGEMENT, INC.,
as a Guarantor

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

AUXILIUM INTERNATIONAL HOLDINGS, INC.
as a Guarantor

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

SLATE PHARMACEUTICALS, Inc.
as a Guarantor

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

TIMM MEDICAL TECHNOLOGIES, INC.
as a Guarantor

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

ACTIENT PHARMACEUTICALS LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.
its manager

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

ACTIENT THERAPEUTICS LLC
as a Guarantor

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

AUXILIUM US HOLDINGS, LLC
as a Guarantor

By: AUXILIUM PHARMACEUTICALS, INC.,
its manager

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

AUXILIUM PHARMACEUTICALS
as a Guarantor

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

70 MAPLE AVENUE, LLC
as a Guarantor

By: ACTIENT PHARMACEUTICALS LLC,
its manager

By: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

TIMM MEDICAL HOLDINGS, LLC
as a Guarantor

By: ACTIENT PHARMACEUTICALS LLC,
its manager

By: AUXILIUM PHARMACEUTICALS, LLC.,
its manager

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

APHRODITE WOMEN'S HEALTH, LLC
as a Guarantor

By: AMERICAN MEDICAL SYSTEMS
HOLDINGS, INC., its manager

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

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

HAWK ACQUISITION IRELAND LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO TOPFIN LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

ENDO IRELAND FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO LUXEMBOURG HOLDING COMPANY S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO LUXEMBOURG FINANCE COMPANY II S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG I S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

ENDO US HOLDINGS LUXEMBOURG II S.À R.L.
as a Guarantor

By: /s/ John D. Boyle
Name: John D. Boyle
Title: A Manager

By: /s/ Joost Tulkens
Name: Joost Tulkens
Title: B Manager

PALADIN LABS CANADIAN HOLDING INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

PALADIN LABS INC.

as a Guarantor

By: /s/ Mark Beaudet
Name: Mark Beaudet
Title: President

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO VENTURES BERMUDA LIMITED, as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

ENDO GLOBAL VENTURES
as a Guarantor

By: /s/ Susan Hall
Name: Susan Hall
Title: Director

HAWK ACQUISITION ULC
as a Guarantor

By: /s/ Laurence S. Smith
Name: Laurence S. Smith
Title: Director

ENDO BERMUDA FINANCE LIMITED
as a Guarantor

By: /s/ Robert J. Cobuzzi, Ph.D.
Name: Robert J. Cobuzzi, Ph.D.
Title: Director

ENDO NETHERLANDS B.V., as a Guarantor

By: /s/ Robert J. Cobuzzi
Name:Robert J. Cobuzzi
Title: Managing Director A

By: /s/ Gert Jan Rietberg
Name: Gert Jan Rietberg
Title: Managing Director B

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO VENTURES CYPRUS LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

AUXILIUM UK LTD
as a Guarantor

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

By: /s/ Yana Kislenko

Name: Yana Kislenko

Title: Vice President

[Signature Page to 6.00% Senior Notes due 2025 Supplemental Indenture]

Exhibit 10.298

Counterpart to Registration Rights Agreement

July 9, 2015

The undersigned hereby absolutely, unconditionally and irrevocably agrees as a Guarantor, as defined in the Registration Rights Agreement, dated January 27, 2015 by and among Endo Finance LLC, a Delaware limited liability company, Endo Finco Inc., a Delaware corporation, and Endo Limited, an Irish private limited company, the Guarantors party thereto, RBC Capital Markets, LLC and Citigroup Global Markets Inc., relating to the 6.00% Senior Notes due 2025, to be bound by the terms and provisions of such Registration Rights Agreement.

IN WITNESS WHEREOF, the undersigned has executed this counterpart as of the date first written above.

ISHIRINI LIMITED (TO BE RENAMED ENDO FINANCE III LIMITED)
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

[Signature to Registration Rights Agreement Counterpart – 6.00% Senior Notes due 2025]

The confidential portions of this exhibit have been filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request in accordance with Rule 24b-2 of the Securities and Exchange Act of 1934, as amended. REDACTED PORTIONS OF THIS EXHIBIT ARE MARKED BY AN *.**

UPS Supply Chain Solutions, Inc.
12380 Morris Road
Alpharetta, GA 30005

June 1, 2015

Ms. Lisa Walker
Assoc. Director Cust. Svc. & Dist.
Endo Pharmaceuticals Inc.
1400 Atwater Drive
Malvern, Pennsylvania 19355

Dear Ms. Walker:

This letter serves as notice that the following revisions are made to Service Schedule No. 1 for Warehouse Distribution Services as revised ("Service Schedule No. 1") and Service Schedule No. 2 for Transportation Management Services ("Service Schedule No. 2"), which is a part of the Master Services Agreement dated April 1, 2010 ("MSA") between UPS Supply Chain Solutions, Inc. ("SCS") and Endo Pharmaceuticals Inc. ("Endo"). The MSA and any associated Service Schedule are collectively referenced as the Agreement. The effective date of these revisions is *** ("Effective Date"). All references to "Effective Date" in this letter shall mean ***.

1. Section 2.1 of Service Schedule 1 is deleted in its entirety and replaced with the following:

   Term. The term of this Schedule shall commence on the Effective Date and shall continue up to and including *** ("Term"), unless earlier terminated in accordance with the MSA. ***

2. Exhibits A, B, C, and D are deleted in their entirety and replaced with Exhibits A.1, B.1, C.1 and D.1 attached hereto and made a part of the Agreement.

3. Section 2 of Service Schedule No. 2 is deleted in its entirety and replaced with the following:

   Term and Termination. The term of this Schedule shall commence on the Effective Date and shall continue up to and including *** ("Term"), unless earlier terminated in accordance with the MSA. ***

4. The following provision is added to Service Schedule No. 2:

UPS Supply Chain Solutions, Inc.
12380 Morris Road
Alpharetta, GA 30005

Customer acknowledges and agrees that small package services ("Small Package Services") are provided by SCS' affiliate, United Parcel Service, Inc. ("UPS"). Small Package Services will be provided in accordance with the applicable UPS Rate and Service Guides and Tariff in effect at the time of shipping (collectively, "Service Guides") all of which are incorporated herein by reference as though fully set forth herein (available upon request and on the Internet at www.ups.com).

5. Exhibits A "Fees" and B "Operating Parameters" are deleted in their entirety and replaced with Exhibits A-1 "Fees" and B-1 Operating Parameters" attached hereto and made a part of the Agreement.

6. Service Schedule No. 5_ *** Agreement for All Ocean Freight Services is deleted in its entirety and replaced with the new Service Schedule No. 5_Amended and Restated *** Agreement for All Ocean Freight Services.

Agreed to and accepted by on behalf of UPS Supply Chain Solutions, Inc.:

/s/Matt Kristufek
Signature

/s/Matt Kristufek
Printed Name

Vice President
Title

June 19, 2015
Date

Agreed to and accepted by on behalf of Endo Pharmaceuticals Inc.:

/s/Brian Lortie
Signature

/s/Brian Lortie
Printed Name

President, Branded Pharmaceuticals
Title

June 11, 2015
Date

EXHIBIT A.1 - STATEMENT OF WORK
TO SERVICE SCHEDULE NO. 1 - WAREHOUSE DISTRIBUTION SERVICES

1. **Specialized Handling.** Hazardous Materials or Other Regulated Products will not be accepted for handling and storage under this SOW unless a separate service schedule expressly authorizing such has been executed by the Parties.

2. **Training.** SCS shall train its personnel to perform standard warehouse logistics Services with respect to the Products. Client shall provide SCS with training materials and applicable reference manuals relating to any specialized training for processes or systems to be provided to Client under this Statement of Work (SOW) which are different from standard warehouse logistics services.

3. **Operating Parameters.** As of the Effective Date, the Facilities and warehouse space are those as listed on Exhibit C. The warehouse space within a Facility available to Client from time to time for the storage of the Products shall be referred to as the "Storage Area."

4. **Hours of Operation.** Facility hours of Operation for warehouse Services are defined in the Operating Parameters. Business Day is defined as Monday through Friday, excluding Holidays ("Business Day"). US Holidays are: Memorial Day, 4th of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Day, New Year's Eve, New Year's Day ("Holidays").

5. **Access to Storage Area.** Only individuals authorized by SCS or Client shall be permitted access to the Storage Areas, provided however, that Client must provide SCS reasonable advance notice prior to such access, and provided further, that any such individual must agree to comply with the security provisions applicable to such Facility. Authorization by Client for Client personnel shall be controlled through an approved access list provided to SCS by Client.

6. **Client Designated Contact.** Client will provide the name, job title, and contact information, to include telephone numbers (business, cell phones, facsimile, pager numbers, etc.) of a designated manager within Client's organization to serve as continuously available liaison with SCS for communication of all reporting and issue escalation to Client. ("Client Designated Contact"). If there is any change in the Designated Contact, Client shall promptly submit the above information to SCS by facsimile or email.

7. **Equipment.** SCS will provide all required general purpose equipment necessary to perform the Services, except that any special, customized or unique equipment needed to perform the Services shall be provided by Client and maintained at Client's sole expense.

8. **Products Master File.** The inventory system will be SCS's Warehouse Management System (WMS). Prior to the initial shipment of any Products to a Facility, Client will provide SCS with a master list of all Products that are to be handled pursuant to this SOW. SCS will keep the information contained on such list in a file in its WMS (the "Master File"). Client will provide SCS with the information needed to update the Master File, including all new additions to the Products to be handled pursuant to this SOW and any changes to information relating to Products on the Master File by a mutually agreed upon method.

9. **Incoming Product Quality Assurance ("QA").** Client is responsible for all control over QA hold and release of Product.

10. **Information System.** SCS will use the Warehouse Management System ("WMS") for inventory management and Client custom Services. On request, SCS has the ability to forward reports via e-mail. If e-mail reporting is requested, any manipulation of the report data by Client, and subsequent reporting discrepancies caused thereby, are the responsibility of Client. If requested, SCS can provide additional EDI interface capability to Client's systems at the Information Services rates set forth in Exhibit B. The cost to develop EDI will be quoted by SCS on request. Client will receive standard WMS reporting. If requested, report modifications or new reports can be provided by SCS, subject to the Information Services rates set forth in Exhibit B.

11. **Customer Service Support.** SCS will provide support to Client's warehouse operations as needed to facilitate the Services. For regulated products, SCS will maintain a name and address database of all Clients' customers. SCS client service support will provide reporting to Client.

12. **Product Delivery Requirements.** Client shall arrange for Products to be delivered to the Facility in a segregated manner, free from contamination, properly marked and packaged for handling. Any special delivery requirements are set forth in the Work Instructions. At or prior to delivery of the Products to any Facility, Client shall provide to SCS a manifest indicating the Products to be tendered for storage, with any special instructions, including but not limited to the applicable material safety data sheets (MSDS), concerning storage, services, accounting, segregation or any other requirements relating to the Products.

13. **Warehouse Services.** Services to be performed pursuant to this Schedule are as follows:

13.1 Product Receipt. SCS will receive all delivered Products, including stock from Client's manufacturer.

13.1.1 Unloading, counting, checking and putting away of stock.

13.1.2 Recording products, quantities, and lot numbers received, noting visual damages, shortages and overages.

13.1.3 Data entry of warehouse receipts into computer system.

13.1.4 Special handling such as receiving unmarked cartons or breaking down pallets or cartons on receipt is subject to an assessorial labor charge.

13.1.5 Transmission of receipt transaction to Client and stock putaway in accordance with date expiration methodologies.

13.2 Product Storage. SCS will provide storage as required in accordance with Client's WI. Temperature controlled storage will be provided based on the following guidelines:

13.2.1 General warehouse: 15-30 degrees Celsius

13.2.2 Vault: 15-25 degrees Celsius

13.2.3 Cooler: 2-8 degrees Celsius

13.2.4 Warehouse temperature and humidity will be monitored.

13.2.5 SCS will track product by ***.

13.3 Inventory Management.

13.3.1 SCS will maintain a cycle count program in accordance with SCS's standard practice and agreed upon client's work instructions. SCS will maintain records of all counts taken and, if requested, provide monthly reporting to Client on results achieved.

13.3.2 SCS will track ***, and identify product receipts and orders by *** where applicable.

13.3.3 SCS will support Customer's product recall procedures.

13.3.4 SCS can provide automatic lot selection, e.g. FIFO, shortest expiry date, specific lot selection, as requested.

13.3.5 SCS will perform physical inventory at Client's request: *** day advanced notice is required and Client will be billed for the labor hours.

13.4 Damaged or Expired Products. Client will be notified of damaged or expired Product. Damaged or expired Product will be returned to manufacturer or sent out to an authorized destruction company. The agreement with the authorized destruction company will be between Client and the destruction company.

13.5 Order Processing. SCS will provide pick, pack and shipping package labeling Services.

13.5.1 SCS will pick and pack carton quantities, and include bill of lading, and if instructed by WI, include invoice.

13.6 Product Shipment.

13.6.1 Client orders are made available to the warehouse on a *** basis.

13.6.2 Orders are prepared according to WI.

13.6.3 With the exception of the Cold chain product, next day processing for orders is based upon orders received in the DC by 4PM local warehouse time. All cooler parcel orders received by 6 PM LWT will be shipped the same day.

Regarding handling of the cold chain product, all orders received by the *** order cut off time will be shipped the same day per Client's routing instructions.

13.7 Routing. SCS will make routing decisions consistent with instructions provided by Client.

13.8 Rush Order and Emergency Order Management. Orders requiring exception handling during regular business hours, on a rush order basis, outside of normal procedures, can be handled. Rush or Emergency orders are subject to additional Fees.

13.9 Backorders.

13.9.1 Client will maintain backorders in Client ERP system and SCS fill backorders based on client direction. On Client's direction, SCS will allocate Product when there is insufficient stock to fill all orders received.

13.10 Returns. SCS will provide the management of returned Product, according to Client's WI. SCS will:

13.10.1 Receive returned Product into segregated area.

13.10.2 Provide visual inspection of incoming returns for quantity discrepancies or damage.

13.10.3 Transfer of returned Product back to Client.

13.10.4 Contact Client to obtain disposition instructions, and if requested by Client, arranging the destruction of returned Product with Clients' standing pre-authorization.

13.10.5 Process customer credits for returned Product.

13.11 Packaging. Should Client require SCS to purchase packaging supplies, Client will identify the components required and packing specifications. Client is responsible for validation of packaging specifications. SCS will bill Client monthly for all packaging supplies utilized.

14. **Transition Assistance.** In connection with the termination or expiration of this SOW, SCS will:

14.1 Return Client's customer information database to Client.

14.2 Perform a complete physical inventory of all Client's Product. SCS's standard physical inventory Fee applies to such physical inventory.

14.3 Package the Product and other materials of Client and make same available on the shipping dock for pickup. The outbound transaction Fee applies on all Products to be removed from the Facility.

14.4 Client will arrange for pickup and transportation of all such Product and materials, at Client's expense, by the date of such termination or expiration.

14.5 Provide termination assistance Services at Clients request, at Client's expense.

14.6 SCS will retain records as required by regulatory agencies.

15. **Full Customer Service for Client.** SCS will provide a full range of customer service support for Client for order processing, telephone support for customer inquiries and other customer service duties as detailed in the Work Instructions.

16. **Full Customer Service Hours of Operation.** Standard hours of operation are ***, excluding Holidays. Holidays are: Thanksgiving, Day after Thanksgiving, Christmas Day, New Year's Eve, New Year's Day, Memorial Day, 4th of July, Labor Day. After hours emergency coverage can be provided as a standard service at a mutually agreed upon rate. With advance notice, special Services can be provided outside standard hours at an agreed upon rate.

17. **Customer Information Database.** SCS will maintain a name and address database of all Clients' customers. Special projects for extraordinary changes to customer database information, or other request outside the scope of the standard database maintenance Services, are subject to an assessorial Fee for the required labor hours.

18. **Customer Account Establishment.** Client will be responsible for decisions regarding customer new account set-ups.

19. **Customer Order Processing**. SCS will provide customer order collection by telephone, mail, fax or electronically, and respond to customer inquiries. SCS will:

19.1 Forward technical inquiries to Client or Client's designee.

19.2 Provide information to customers on Clients' policies as per WI.

19.3 As per Client's instructions, advise customers on deals, pricing, optimum order quantities and available discounts (if applicable).

19.4 Provide backorder information and product availability.

19.5 Process return authorization requests per Client policy and WI.

19.6 Provide standard reporting to Client.

19.7 Where instructed by Client, process Customer credits for returned Products destroyed at customer site.

20. Customer Accounts Receivable Management and Collections. SCS will not provide AR services

21. Chargeback. SCS will not provide Chargeback services

EXHIBIT B.1 – FEES
TO SERVICE SCHEDULE NO. 1 - WAREHOUSE DISTRIBUTION SERVICES

1. Fixed Monthly Fees

1.1 Memphis, TN Fixed Monthly: $***

1.2 Harrisburg, PA Fixed Monthly: $***

1.3 Customer Service Fixed Monthly: $***

2. Variable Fees

2.1 Memphis, TN:

2.1.1 Non Controlled Inbound Pallets: $***
2.1.2 Vault Inbound Pallets: $***
2.1.3 Cage Inbound Pallet: $***
2.1.4 Cold Chain Inbound Pallets: $***
2.1.5 Non Controlled Orders: $***
2.1.6 Vault Orders: $***
2.1.7 Cage Orders: $***
2.1.8 Cold Chain Regular Orders: $***
2.1.9 Cold Chain *** Orders: $***
2.1.10 Non Controlled Lines: $***
2.1.11 Vault Lines: $***
2.1.12 Cage Lines: $***
2.1.13 Cold Chain Regular Lines: $***
2.1.14 Cold Chain ***Lines: $***
2.1.15 Cold Chain *** eaches: $***
2.1.16 Non Controlled Return Receipt: $***
2.1.17 Vault Return Receipt: $***
2.1.18 Cage Return Receipt: $***
2.1.19 Cold Chain Return Receipt: $***No volumes associated with this
2.1.20 Return Lines Vault: $***
2.1.21 Order Entry Lines Vault: $***
2.1.22 CSOS Order Line: $***

2.2 Harrisburg, PA:

2.2.1 Inbound Transfer Pallets: $***
2.2.2 Outbound Transfer Pallets: $***
2.2.3 Inbound Pallets: $***
2.2.4 Non Controlled Orders: $***
2.2.5 Non Controlled Lines: $***
2.2.6 Non Controlled Return Receipt: $***

- The inbound and outbound transfer pallet cost only apply ***

2.3 Value Added Services:

2.3.1 Label Fee: $***per label (applies only to)
2.3.2 McKesson Label: $***per label
2.3.3 Inverted Pallet Fee: $***per pallet

2.4 Customer Service

2.4.1 IB ASN Order: $***
2.4.2 IB ASN Line: $***
2.4.3 Manual Order: $***
2.4.4 Manual Line: $***
2.4.5 EDI Line: $***
2.4.6 Master Data Updates: $***
2.4.7 Phone Inquiries: $***
2.4.8 Return Line: $***

2.5 For the Variable Fees –

2.5.1 Memphis Facility: A quarterly minimum variable fee of ***% of the expected fees as per the volumes detailed in Exhibit C, and the rates shown above in this Section 2 will be assessed. The expected fees do not include ***.

2.5.2 Harrisburg Facility: A quarterly minimum variable fee of ***% of the expected fees as per the volumes detailed in Exhibit C, and the rates shown above in this Section 2 will be assessed. The expected fees do not include ***.

2.6 A square footage surcharge as denoted below per square foot per month will apply when *** is required beyond the ***:

2.6.1 Ambient: $***per sq. ft.

2.6.2 Cage: $***per sq. ft.

2.6.3 Vault: $***per sq. ft.

2.6.4 Cooler: $***per sq. ft.

3. Adhoc Labor Rates - Assessorial labor for physical inventory on request, visual inspection, quarantine, and special projects or additional work or special handling that is not within the scope of Services.

3.1 Standard Weekdays: $***/hour
Standard Overtime: $***/hour
Material Handling Operator: $***/hour
Saturday: $***/hour (*** hour minimum)
Sunday/Holiday: $***/hour (*** hour minimum)
Admin/Order to Cash: $***/hour
Operation Manager: $***per hour
Operation Supervisor: $***per hour

3.2 On each anniversary of the effective date, all ad hoc Labor Rates Fees shall be subject to an adjustment. The adjustment shall be equal to the greater of *** or the same percentage increase as reflected in the unadjusted published change for the *** month period in the most recent publication, at the time of rate calculation, of the Half-Year Consumer Price Index for All Urban Consumers, U.S. All Items, Not Seasonally Adjusted (using 1982-1984 base period) ("CPI-U"), as published by the United States Department of Labor, Bureau of Labor Statistics.Assessorial Charges.

4. Assessorial Charges

4.1 Communication expenses to the extent paid by SCS on Client's behalf: Telephone, facsimile: ***.

4.2 Packaging materials and operational supplies to the extent paid by SCS on Client's behalf: ***.

4.3 Client add: $***per new customer

4.4 Product add: $***per new product over ***

4.5 Contract add: $***per new contract

4.6 Travel and related expenses: ***

5. Information Systems Development Rates

5.1 Information Technology Labor Rates: $***

6. Billing administration of Services

6.1 SCS will submit documented invoices under a single account number for the Services provided under this Schedule to Client's designated Accounts Payable location. SCS will reference Client PO number on each invoices. PO will be provided by client

6.2 SCS billing cycle is to be structured to allow transmission of invoices as follows:

6.2.5 SCS will invoice *** in advance on a ***basis.

6.2.6 SCS will invoice ***at the end of each ***.

EXHIBIT C.1 - OPERATING PARAMETERS
TO SERVICE SCHEDULE NO. 1 - WAREHOUSE DISTRIBUTION SERVICES

Based on the data supplied by Client, SCS anticipates the following Operating Parameters for the initial term of the Schedule. Operating parameters will be periodically reviewed, and subject to the Changes in Operating Parameters or Conditions Section of the MSA.

1. General

1.1. ***

1.2. Expected Volume Growth

1.2.1. ***% annual volume growth for Generic product.

1.2.2. ***% annual volume growth for Brand product.

1.3. Volume split between the 2 facilities is assumed as follows:

	Memphis	Harrisburg
Ambient	***	***
Cage	***	***
Vault	***	***
Cooler	***	***

1.4. Cost is based on an average of one ***.

1.5. Shift will operate Monday through Friday from 8:00 AM to 5:00 PM Local Warehouse Time.

1.6. A schedule of activities will be agreed upon in advance of the major shipment cycles.

1.7. SCS will determine staffing and schedules for the distribution facility.

1. Facilities:

1.1 A *** dedicated warehouse square footage operation will reside in the Memphis, TN facility. Space requirements exceeding this square footage shall be subject to additional Fees as listed in Exhibit B.

1.2 A ***dedicated warehouse square footage operation will reside in the Harrisburg, PA facility. Space requirements exceeding this square footage shall be subject to additional Fees as listed in Exhibit B.

1.3 Security will be provided 24 hours per day. All facilities are card access and maintain a closed circuit surveillance system.

1.4 Facilities will be ambient controlled at 15 - 25°C, cooler will be maintained at 2-8°C.

1.5 Cooler and Controlled product storage will be provided in the Memphis, TN location:

1.5.1 Cooler product storage – ***

1.5.2 DEA Vault for CII product storage – ***.

1.5.3 DEA Cage for CIII to CV product storage – ***.

1.6 Cooler will be provided in the Harrisburg, PA location:

1.6.1 Cooler product storage – ***.

1.7 SCS, in the spirit of joint cooperation. may from time-to-time, deploy the use of under-utilized assets, which assets have been in whole, or in part, allocated to this business model. SCS shall notify Customer of such request in advance, and shall compensate Customer for same, at rates to be mutually agreed upon.

1.8 SCS will provide and maintain ownership of all material handling, warehouse, storage, and information systems equipment as required to conduct warehousing operations for Client.

1.9 SCS will provide all necessary I.T. equipment to support the project.

2. Service Requirements Hours:

2.1 *** per ***weeks per year, excluding weekends.

2.2 The hours of operation are 8AM – 5PM local warehouse time.

3. Inbound

3.1 Annual Inbound pallets by product type are as follows

	Memphis	Harrisburg	Total
Ambient	***	***	***
Cage	***	***	***
Vault	***	***	***
Cooler	***	***	***

3.2 The unit of measure for the inbound product is a pallet.

3.3 Palletized Product Inbound Shipments: ***% of receipts

3.3.4***% single SKU single lot pallets

3.3.5***

3.3.6Pallets dimensions are assumed to be 48”x40”x52”.

3.4 100% of inbound product has a barcode.

3.5 Upon receipt, the SKU and carton quantity will be captured. All can be captured from barcodes on the outer carton.

3.6 Inbound inspection consists of a count and visual check for damage.

3.7 Damaged or not suitable product will be clearly marked and stored in a segregated area.

3.8 ***% Expected volume growth over the life of the contract.

3.9 Serial number tracking is not required for inbound goods.

4. Inventory and Storage

4.1 There is an average of *** cartons per pallet. Average of all in product

4.2 There is an average of *** units per pallet.

4.3 Peak to average ratio is assumed to be ***.

4.4 Average inventory turns per year are ***

4.5 Storage has been designed to include the following:

Storage Media (Pallets)	**Total**	**Memphis**	**Harrisburg**
Ambient	***	***	***
DEA Vault	***	***	***
DEA Cage	***	***	***
Cooler	***	***	***
Total	***	***	***

4.6 Pallet storage quantities stated above include the packaging materials pallet storage requirements.

4.6.1 Includes freezer storage for gel packs – *** pallets in Memphis and *** pallets in Harrisburg.

4.7 Pallets cannot be double stacked on the floor.

4.8 Standard SCS cycle counting is included. Cycle counting will be performed based on Clients direction as outline in the work instructions.

4.9 Should Client require a physical inventory, this service will be performed at ad-hoc staffing rates.

4.10 Client will be responsible for managing the reorder points and direct replenishment of merchandise.

4.11 SCS will determine all storage and picking locations and configurations.

4.12 *** growth is anticipated.

5. Order Profile

5.1 The following details the Annual Outbound Volume:

		Memphis	**Harrisburg**	**TOTAL**
Ambient	Outbound Line	***	***	***
	Outbound Order	***	***	***
Cage	Outbound Line	***	***	***
	Outbound Order	***	***	***
Vault	Outbound Line	***	***	***
	Outbound Order	***	***	***
Cooler	Outbound Line	***	***	***
	Outbound Order	***	***	***
	*** Order	***	***	***
	*** Line	***	***	***
	*** Unit	***	***	***

5.2 Pick mode breakdown is assumed as follows:

5.2.2 Pallet pick orders constitute ***% of the unit volume.

5.2.3 Carton pick orders constitute ***% of the unit volume.

5.2.4 Unit pick orders constitute ***% of the unit volume.

5.3 Orders are planned to have the following pick profile by type:

5.3.1 Ambient non controlled order lines have an average of *** units per line.

5.3.2 CII order lines have an average of *** units per line.

5.3.3 CIII-V order lines have an average of *** units per line.

5.3.4 Cooler lines have an average of *** units per line.

5.3.4.1 Each *** order consists of *** lines and *** units.

5.3.4.2 Each direct order consists of *** lines and *** units.

5.3.4.3 Each drop ship order consist of *** line and *** unit

5.4 The unit of measure for the outbound product is a unit ("each").

5.5 Pricing assumes no seasonality and spikes in volume. If high seasonality is experience, it will have an impact on cost that will be billed back to the customer.

5.6 ***% of product requires over-packing before shipment.

5.7 Outbound packaging consists of a corrugated carton, dunnage, a packing list, and a shipping label. Cold storage packaging includes shipping carton, inner cooler, frozen gel packs and shipping labels. Packing supplies are not included in the pricing.

6. Shipping Profile

6.1 Product is shipped UPS Parcel and LTL

6.2 Parcel shipments represent ***% of orders and ***% of unit volume.

6.3 LTL shipments represent ***% of orders and ***% of unit volume.

6.4 International Order processing is not included. ***% of orders are domestic shipments.

6.5 All ambient parcel orders received by 5 PM Local Warehouse Time (LWT) will be shipped the following day. All cooler parcel orders received by 6 PM LWT will be shipped the same day.

6.6 All LTL orders received by 5 PM LWT will be shipped the following day.

6.7 Any orders requiring expedited or alternate service levels will have full shipping/routing instruction included in the download instructions. Additional fees may apply to expedited orders.

7. Returns

7.1 The following details the returns volume and profile:

Returns	UOM	Non Controlled	CII	CII-V
Average Daily	Returns	***	***	***
Average Daily	Lines	***	***	***
Average Daily	Units	***	***	***
Average Monthly	Returns	***	***	***
Average Monthly	Lines	***	***	***
Average Monthly	Units	***	***	***
Annual	Returns	***	***	***
Annual	Lines	***	***	***
Annual	Units	***	***	***

7.2 ***% returns are received via parcel.

7.3 Client will provide all Return Merchandise Authorizations prior to receipt of goods in the warehouse.

7.4 Inspection of inbound returns does not require any additional training or special equipment to process.

7.5 Returned product will be received into a "segregated area" and not used to fill orders. Client will periodically request this product to be shipped for destruction.

7.6 Any processing required after the return has been received, inspected, and put-away will be subject to ad-hoc labor rates.

8. Customer Service

8.1 SCS will provide the following customer service activities:

8.1.1***

8.1.2***

8.1.3***

8.1.4***

8.1.5***

8.1.6***

8.1.7***

8.1.8***

8.2 Customer Service hours of operation are Monday – Thursday 8:00 AM – 8:00 PM and Friday 8:00AM to 6:00PM Eastern Standard Time (EST). Additional hours due to holiday or other reasons must be communicated in advance to ensure coverage.

8.3 Daily order cut-off time will be ***. Orders received after ***will be processed during the next business day. *** for cold chain. Emergency orders processed after hours *** rate.

8.4 All procedures will be documented using SCS standard work instruction format and approved by Client.

8.5 There will be ***SKUs maintained in the OMS Product Master.

8.6 SCS will provide Client a file format for new products for the purpose of manually loading to the OMS Product Master.

8.7 SCS will not manage product substitution.

8.8 SCS and Client will ensure that there is only one ship-to account for each ship-to location.

8.9 SCS will load any additional ship-to/bill-to/parent records manually in the OMS Customer Master. Ad Hoc rates may apply.

8.10 SCS will operate based on the following order arrival criteria:

8.10.1 EDI – ***%

8.10.2 Phone/Fax/Email - ***%

8.11 Credit card processing is not included in the pricing.

8.12 SCS will perform licensure verification for all orders.

8.13 Annual volume information for CS Operation:

	Year 1
Manual Inbound ASN Order Entry	***
Manual Inbound ASN Lines	***
Manual Lines	***
EDI Lines	***
Orders	***
Calls/Email Inquiries	***
Return Lines per Year	***
Client Master Updates	***

1.8. Average inquiry duration is ~~3~~ minutes per inquiry.

1.9. SCS will ***.

1.10. SCS is not responsible to answer any medical inquiries. Endo will provide a medical inquiry telephone number so that customer service may perform a trunk-to-trunk transfer. Process will be documented in the Endo specific work instructions.

1.11. Patient Assistance Program is not in scope.

1.12. Customer maintenance will be handled by SCS.

1.13. Any new product launches/acquisitions must be communicated at least *** days before receipt of product can occur.

1.14. SCS Customer Service team needs to have visibility to pricing to provide information to customers.

1.15. The system will price the order based on pricing information provided by Endo.

1.16. *** Paper invoices will be printed and mailed by Endo.

1.17. There is ***

1.18. *** is not in scope.

1.19. Subscription or solicitation orders will be treated as future orders.

1.20. *** will be documented in Endo specific work instructions.

1.21. SCS is required to process shipments to PR.

1.22. Rush orders will be processed based on Endo's authorization.

1.23. *** is not in scope.

1.24. *** will be scheduled in advance by Endo and entered manually by customer service staff.

1.25. SCS will manage backorders. All backorders are maintained in Endo's SAP system. Backorders will be released based on direction from Endo.

1.26. Returns will be managed by SCS using the Endo's return policy which will include damaged return and restocking fee rules.

1.27. All return credits will be keyed at current price. Returns will be received in the lowest unit of measure.

1.28. Call tags will be issued by SCS for all returns due to shipping error.

11. IT Assumptions

11.1 SCS will use a Warehouse Management System (WMS) to manage receiving, storage, picking, packing, shipping, and inventory. All order processing, will be perform in Client's ***

11.2 The WMS may accommodate from *** up to *** warehouses for Clients. If more than *** locations are desired appropriate implementation costs will be incurred.

11.3 SCS will use the current Client ID.

11.4 New customer or SKU's will be added according to the current Work Instructions.

11.5 Inventory rotation strategy is First Expire, First Out (FEFO) or as defined in client work instructions

11.6 Lot tracking is required.

11.7 The SCS WMS is the inventory system of record.

11.8 Client will provide a manual (fax, email or paper) Advanced Ship Notification (ASNs) for all orders shipped to the warehouse prior to receipt of goods and will include SKU level detail.

11.9 In the future, an electronic ASN is required for inbound receipt of e-Pedigree SKU's.

11.10 Integration with Client's host system is in place using the EDI AS2 Connection

Client to SCS

Sales Order

CSOS Sales Order

SCS to Client

- Receiving Advice
- Warehouse Shipping Confirmation
- Warehouse Inventory Adjustment
- Customer ASN

11.11 Client will provide *** day notice should Client or Client third party vendors make changes to any part of the host system or related supporting systems that impacts the SCS integration. Client will provide a detailed test script / plan and SCS may request additional testing. Additional costs will apply.

11.12 SCS is not responsible for service failures related to Client or Client's third party vendor system upgrades, changes or enhancements.

11.13 Data will be exchanged with Client's via AS2 connection.

11.14 Nominal User Acceptance Testing is included to test integration for new warehouses.

11.15 Additional trading partner integration (if required) will be handled on a per request basis.

11.16 Electronic interfaces with Client's trading partners / customers will utilize a Value Added Network (VAN).

11.17 Client is responsible for their VAN charges.

11.18 All orders will be received electronically from Client's host system.

11.19 CII orders must have the DEA 222 form mailed to the SCS distribution center for manual order entry and processing or client can transmit CII orders electronically. Trading partner CII order processing / Controlled Substance Ordering System (CSOS) is included in this agreement. Additional trading partner set-up will be performed at no additional charge for CSOS. However SCS ad-hoc IT rates will apply for any new customer EDI 850 set up activity.

11.20 Standard order validation rules apply. Orders that do not pass validation criteria will go on hold until resolved.

11.21 Backorder handling will follow current Work Instruction.

11.22 Lot number allocation is determined by the WMS.

11.23 Order cancellations are handled manually.

11.24 Client will pass the SCS carrier code in each order. The WMS does not determine the carrier.

11.25 Client will determine fulfilling warehouse for customer orders or a default warehouse can be established in the ship to record in the customer master.

11.26 SCS will migrate client to a laser pick pack.

11.27 The WMS interfaces with UPS Worldship and auto-populates the ship-to customer name, address and SCS service level to the shipping station. Any non-UPS carrier tracking numbers (including Bill of Ladings for TL/LTL carriers) will be manually entered by operations. Client is responsible to install any non-SCS shipping stations.

11.28 A standard shipping label is included.

11.29 Standard reports are included. Reports are generated by SCS and placed on a secured website for Client retrieval.

11.30 SCS is filed as a Central Reporter with the DEA and will submit monthly or quarterly state and quarterly DEA ARCOS reporting of inventory transactions by warehouse to the appropriate agencies.

11.31 Standard return functionality is included.

11.32 IT hardware such as workstations, printers, scanners, etc. is included.

11.33 Any changes or customization to any SCS reports, documents (invoice, pack list, etc), labels, integration specifications and system will incur additional costs. Prior to any necessary customization, modification, or enhancement, Client will submit in writing both the business reason for the change and the functional design via SCS IT Change Control process.

12. SCS IT Change Control

12.1 Any modification to SCS systems or interfaces will be managed through a SCS Change Request. Client must submit change requests to SCS according to SCS' applicable IT change control procedure. Each change request should contain the business need and the desired date of implementation. SCS response may include: alternatives to the requested change; an estimate for completion and costs; additional requests for more detail; or a decision to not provide the change. SCS and Client will make reasonable efforts to resolve any issues with the request. Should SCS agree to implement the change request additional charges could apply. The exact completion date and time will be negotiated between the Parties. Any charges for SCS IT system changes will be billed in accordance with the Information Technology Labor rate listed in Exhibit B Fees.

EXHIBIT D.1 – EARLY TERMINATION COSTS
TO SERVICE SCHEDULE NO. 1 - WAREHOUSE DISTRIBUTION SERVICES

In accordance with section 2.2 of Service Schedule No1, the Client is required to pay the following Early Termination Costs:

Memphis, TN

Month 1	***	Month 21	***	Month 41	***
Month 2	***	Month 22	***	Month 42	***
Month 3	***	Month 23	***	Month 43	***
Month 4	***	Month 24	***	Month 44	***
Month 5	***	Month 25	***	Month 45	***
Month 6	***	Month 26	***	Month 46	***
Month 7	***	Month 27	***	Month 47	***
Month 8	***	Month 28	***	Month 48	***
Month 9	***	Month 29	***	Month 49	***
Month 10	***	Month 30	***	Month 50	***
Month 11	***	Month 31	***	Month 51	***
Month 12	***	Month 32	***	Month 52	***
Month 13	***	Month 33	***	Month 53	***
Month 14	***	Month 34	***	Month 54	***
Month 15	***	Month 35	***	Month 55	***
Month 16	***	Month 36	***	Month 56	***
Month 17	***	Month 37	***	Month 57	***
Month 18	***	Month 38	***	Month 58	***
Month 19	***	Month 39	***	Month 59	***
Month 20	***	Month 40	***	Month 60	***

Harrisburg, PA

Month 1	***	Month 21	***	Month 41	***
Month 2	***	Month 22	***	Month 42	***
Month 3	***	Month 23	***	Month 43	***
Month 4	***	Month 24	***	Month 44	***
Month 5	***	Month 25	***	Month 45	***
Month 6	***	Month 26	***	Month 46	***
Month 7	***	Month 27	***	Month 47	***
Month 8	***	Month 28	***	Month 48	***
Month 9	***	Month 29	***	Month 49	***
Month 10	***	Month 30	***	Month 50	***
Month 11	***	Month 31	***	Month 51	***
Month 12	***	Month 32	***	Month 52	***
Month 13	***	Month 33	***	Month 53	***
Month 14	***	Month 34	***	Month 54	***
Month 15	***	Month 35	***	Month 55	***
Month 16	***	Month 36	***	Month 56	***
Month 17	***	Month 37	***	Month 57	***
Month 18	***	Month 38	***	Month 58	***
Month 19	***	Month 39	***	Month 59	***
Month 20	***	Month 40	***	Month 60	***

Customer Service

Month-1	***	Month-21	***	Month-41	***
Month-2	***	Month-22	***	Month-42	***
Month-3	***	Month-23	***	Month-43	***
Month-4	***	Month-24	***	Month-44	***
Month-5	***	Month-25	***	Month-45	***
Month-6	***	Month-26	***	Month-46	***
Month-7	***	Month-27	***	Month-47	***
Month-8	***	Month-28	***	Month-48	***
Month-9	***	Month-29	***	Month-49	***
Month-10	***	Month-30	***	Month-50	***
Month-11	***	Month-31	***	Month-51	***
Month-12	***	Month-32	***	Month-52	***
Month-13	***	Month-33	***	Month-53	***
Month-14	***	Month-34	***	Month-54	***
Month-15	***	Month-35	***	Month-55	***
Month-16	***	Month-36	***	Month-56	***
Month-17	***	Month-37	***	Month-57	***
Month-18	***	Month-38	***	Month-58	***
Month-19	***	Month-39	***	Month-59	***
Month-20	***	Month-40	***	Month-60	***

EXHIBIT A-1 – FEES

***

EXHIBIT B-1 – OPERATING PARAMETERS

***

SERVICE SCHEDULE NO._5
AMENDED AND RESTATED
***AGREEMENT FOR ALL OCEAN FREIGHT SERVICES

This Amended and Restated Service Schedule No. 5 for ocean freight services ("Service Schedule") is entered into this 1st day of July, 2015, (the "Effective Date") and is attached to and made part of that certain Master Services Agreement dated April 1st, 2010, (the "MSA") by and between Logistics Provider, as defined below, and Endo Pharmaceutical Inc.("Customer"). This Service Schedule replaces and supersedes that Service Schedule No. 5 with effective date of August 16, 2013. Terms not defined in this Service Schedule shall have the meaning set forth in the MSA. In the event of any inconsistency or conflict between this Service Schedule and the MSA or any Incorporated Document or terms, this Service Schedule shall control. Terms and conditions of Customer transportation documents, including, without limitation, all of Customer's and its carriers' and their agents' bills of lading, invoices, purchase orders and packing slips, will not apply to any ocean freight services provided by Logistics Provider hereunder.

1. Provision of Services and Liability. Ocean freight services hereunder shall be performed by one or more of the following affiliate companies (collectively, "Logistics Provider")

- UPS Ocean Freight Services, Inc.
- UPS Asia Group Pte. Ltd.
- UPS Europe SPRL
- UPS Supply Chain Solutions, Inc.
- UPS Cartage Services, Inc.

Logistics Provider's ocean freight services shall be performed pursuant to Logistics Provider's multimodal carriage terms ("Multimodal Carriage Terms") and Logistics Provider's forwarding agent terms ("Forwarding Agent Terms"), which shall respectively govern the liability of Logistics Provider as applicable, except as amended herein or as inconsistent with any term or provision herein. The Multimodal Carriage Terms may be viewed and/or retrieved online at [http://www.ups-scs.com/tools/terms/ofs_tc.pdf] and are also available in print upon request. The Forwarding Agent Terms can be viewed and/or retrieved online at [http://www.ups-scs.com/tools/terms/FF_Customs_Brokerage_TC.pdf] and are also available in print upon request. Customer warrants it has retrieved, reviewed and agrees to be bound by the Multimodal Carriage Terms and Forwarding Agent Terms, except as modified herein or as inconsistent with any term or provision herein. The Multimodal Carriage Terms and Forwarding Agent Terms are incorporated herein by reference as though set forth in full, and shall apply respectively to the ocean freight services performed pursuant to this Service Schedule as follows:

(A) During periods of carrier services by Logistics Provider, as memorialized by a Logistics Provider waybill carriage receipt, the Multimodal Carriage Terms shall apply and Logistics Provider shall have carrier liability subject to and as set forth therein, subject to amendments within this Service Schedule. Clauses 2, 4, 7.1, 7.2, 9.1 and 12.4 of the Multimodal Carriage Terms are hereby deleted and nullified in their entirety and the last sentence of clause 12.2 of the Multimodal Carriage Terms is hereby deleted and nullified. Notwithstanding the foregoing, and notwithstanding that the arrangement for which this Service Schedule provides is not common carriage, the parties agree that Logistics Provider's rules tariff published at www.ratewave.com, except and to the extent inconsistent with this Service Schedule, will apply to transportation under the Logistics Provider's waybill carriage receipt. Notwithstanding any provision in the Multimodal Carriage Terms to the contrary, and the Multimodal Carriage Terms are hereby expressly amended, so that Logistics Provider's liability during periods of carrier services as memorialized by a Logistics Provider waybill carriage receipt shall be as follows:

(i) Subject to the ***, for loss or damage occurring during periods of ocean carriage, as defined as the time from when ***, Logistic Provider's liability shall be *** per affected package, or in case of goods/cargoes not shipped in packages, per affected customary freight unit.

(ii) Subject to the ***, for loss or damage occurring during any other portion of carriage, to specifically include surface carriage, Logistic Provider's liability shall be the lesser of *** per affected package or *** per pound of affected goods/cargoes. In the event the limitation amounts prescribed are held to be invalid for any reason, Logistics Provider shall nevertheless

be entitled to rely upon and limit its liability pursuant to any statute, regulation or rule that is applicable, compulsorily or otherwise, to surface carriers in the jurisdiction where the loss or damage occurred.

(iii) Subject to the ***, Customer may avoid the *** by *** with Logistics Provider in writing on a per-shipment basis, prior to shipment, and *** as applicable. *** if applicable, shall be memorialized on the waybill carriage receipt.

(iv) *** Notwithstanding any other term between Logistics Provider and Customer, Logistic Provider's liability for carriage, however arising, shall *** of Customer's cargo. Any value declared by Customer for carriage for any shipment hereunder which value *** Logistics Provider's liability for carriage shall therefore be the ***

Notwithstanding any provision in the Multimodal Carriage Terms to the contrary, and notwithstanding any reference in any term between Logistics Provider and Customer ***, the Multimodal Carriage Terms are hereby further expressly amended, so that Customer and Logistics Provider hereby agree and mutually intend that Logistics Provider's carrier services for Customer, as memorialized under a Logistics Provider waybill carriage receipt, *** Customer and Logistics Provider specifically agree this Service Schedule shall *** of this Service Schedule. As such, waybill carriage receipts issued by Logistics Provider shall be deemed non-negotiable ***, notwithstanding any reference thereon or therein to "bill of lading" or negotiability.

In the event of loss, damage or delay to goods/cargoes during periods of carrier services by Logistics Provider and while onboard a vessel, and the vessel owner or demise charterer initiates limitation proceedings, then claims or suits may only be brought against that Vessel owner or demise charterer. In all other circumstances of carrier services by Logistics Provider, claims or suits may be brought only against Logistics Provider. The respective liability limitations and liability cap provided in this section 1(A) shall constitute the total and collective recovery rights of Customer as against Logistics Provider and Logistics Provider's direct and indirect agents, subcontractors and servants as well as their respective servants and agents to the extent participating in the performance of carriage. The benefits inuring to Logistics Provider under this section 1(A) shall equally inure to the benefit of Logistics Provider's direct and indirect agents, subcontractors, servants and their respective servants and agents to the extent participating in the performance of carriage.

(B) Where the carriage service under a Logistics Provider waybill carriage receipt commences or terminates by its own terms at a terminal, port or container freight station, any arrangements for pre-carriage or on-carriage made by Logistics Provider with a third-party surface carrier shall be deemed an "ocean freight service" subject to this Service Schedule and are made by Logistics Provider on Customer's behalf in Logistics Provider's limited capacity as agent and surface transportation broker, and the Forwarding Agent Terms shall apply and Logistics Provider's liability shall be subject to and limited as set forth therein. In the event Logistics Provider performs surface carriage or is for any other reason found to be liable as a carrier with respect to surface transportation, such surface transportation shall be deemed an "ocean freight service" subject to this Service Schedule and Logistics Provider's liability shall be subject to and limited as set forth in 1(A)(ii) above, notwithstanding that the waybill carriage receipt ends by its own terms at a terminal, port or container freight station.

(C) Where Logistics Provider issues no waybill carriage receipt but only arranges transportation on Customer's behalf as agent, Logistics Provider does so in its limited capacity as Ocean Freight Forwarder, and the Forwarding Agent Terms shall apply and Logistics Provider's liability shall be subject to and limited as set forth therein. In the event Logistics Provider is nevertheless for any reason found liable as a carrier, Logistics Provider's liability shall be subject to and as set forth in section 1(A) above, notwithstanding that Logistics Provider issues no waybill carriage receipt.

(D) In the event Logistics Provider provides non-carrier services ancillary to transportation, such as but not limited to customs brokerage, packing, temperature care services, agency services or any other non-carrier service, the Forwarding Agent Terms shall apply and Logistics Provider's liability shall be subject to and as set forth therein.

(E) In no event shall Logistics Provider be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages, including any and all loss or damages arising from delay.

2. Packaging Warranty. Customer warrants all ocean containers tendered to Logistics Provider shall be exclusively stowed with palletized goods/cargoes and in no event shall the number of pallets per container exceed ***. Customer and Logistics Provider agree that the package and customary freight unit for purposes of calculating the liability of Logistics Provider shall be the ***

3. Term. The initial term of this Service Schedule shall commence on the Effective Date and shall continue up to and including June 30, 2016 ("Initial Term"), unless earlier terminated in accordance with the MSA. Thereafter, this Service Schedule will automatically renew for successive one-year renewal terms. Any Party may terminate this Service Schedule during the Initial Term or any renewal term for any reason or no reason, without penalty, on thirty (30) days prior written notice. Notwithstanding the foregoing, in the event that Logistics Provider continues to provide the ocean freight services to Customer following the expiration or termination of this Service Schedule, and the Parties fail to enter into a written extension of this Service Schedule, then this Service Schedule shall remain in effect on a month-to-month basis after the expiration or termination date until terminated in writing by any Party upon thirty (30) days prior written notice, provided, that fees and rates applicable to ocean freight services may be adjusted by the Logistics Provider.

4. Fees and Payment.

(A) Fees. ***

(B) Payments. Customer's failure to pay any amounts when due, which failure remains uncured for a period of *** after written notice thereof, will result in Logistics Provider's right to do any or all of the following: ***

5. Designated Person. Customer shall provide to Logistics Provider the name, address, phone number, fax number and e-mail address of each employee, agent or representative of Customer who is authorized to instruct the Parties with respect to the ocean freight services promptly update such information as needed. If requested by Logistics Provider, Customer will provide the foregoing information in writing. Logistics Provider shall only accept orders and instructions from such designated employees, agents and representatives, and may rely on any instructions that Logistics Provider reasonably believes have been authorized by Customer in performing the ocean freight services. Customer shall provide Logistics Provider with all documents, data, and other information required for the international transport of goods/cargoes. Failure of this obligation will be attributable to Customer for purposes of delays or impossibility in completing the ocean freight services. Customer shall indemnify, defend and hold harmless Logistics Provider with respect to any costs, fines penalties or other expenses arising from Customer's furnishing of inaccurate or untimely information or noncompliance with any applicable regulatory or customs requirements.

6. Warranty of Authority; Insurance; Waiver of Subrogation. In agreeing and accepting the terms of this Service Schedule, the Customer acts for itself and also any and all other parties who may have any interest in the goods/cargoes shipped hereunder. Customer warrants it has the authority of any and all parties bearing any interest in the goods/cargoes shipped hereunder to bind them to the terms of this Service Schedule. Customer warrants that it has or will obtain ***

7. Severability. If a provision of this Service Schedule is held to be unenforceable, the other provisions will remain in full force and effect. If possible, the offending provision will be modified to the slightest degree necessary to make it enforceable, remaining as close as possible to the parties' original intent for the provision. If not possible, the offending provision will be stricken, but if performance or enforcement in the absence of such provision would deprive a party of any material element of its original bargain, such party may cause this Service Schedule to be terminated upon written notice to the other Party.

8. Modification. The terms of this Service Schedule may not be modified by any employee or representative of either Party absent a formal writing which specifically references this Service Schedule, states the modification and is signed by the parties hereto.

9. Full Participation. Both Logistics Provider and its Customer have participated fully in the negotiation, review and creation of this Service Schedule, each with the assistance of independent legal counsel. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Service Schedule. The language in this Service Schedule shall be interpreted as to its fair intended meaning and purpose and not strictly for or against any party.

10. Law, Jurisdiction *.** Logistics Provider and Customer agree that if at any time a dispute, disagreement or claim should arise out of or in connection with this Service Schedule and if the parties' endeavour to amicably settle or otherwise resolve such a dispute, disagreement or claim should fail, ***

11. Notice. Any notice required or permitted to be given shall, except where specifically provided otherwise, be given in writing to the person and at the address listed below by personal delivery, UPS Next Day Air® or certified mail, return receipt requested. The date of notice shall be as follows: the date upon which such notice is so personally delivered; if by UPS Next Day Air®, the date of receipt at the designated address; or if by certified mail, the date of delivery.

To Logistics Provider
UPS Supply Chain Solutions, Inc.
Contracts and Compliance Department
12380 Morris Road
Alpharetta, GA 30005

with Copy to
United Parcel Service, Inc.
Office of General Counsel
55 Glenlake Parkway
Atlanta, GA 30328

To Customer
Endo Pharmaceutical Inc.
1400 Atwater Drive
Malvern, PA 19355

IN WITNESS WHEREOF, the Parties hereto have caused this Service Schedule to be executed by their duly authorized representatives as of the Effective Date.

UPS Supply Chain Solutions, Inc. By: /s/Stuart F. Lund Name: Stuart F. Lund Title: Vice President Healthcare Date: June 17, 2015	**"Customer"** **Endo Pharmaceutical, Inc.** By: /s/Brian Lortie Name: Brian Lortie Title: President, Branded Pharmaceuticals Date: June 16, 2015
UPS Ocean Freight Services, Inc. By: /s/Steve McMichael Name: Steve McMichael Title: Director, UPS Ocean Date: June 16, 2015	This Agreement may be executed by the parties in multiple original counterparts at different locations, which counterparts together shall constitute the entire agreement of the Parties.
UPS Asia Group Pte. Ltd. By: /s/Jeff McCorstin Name: Jeff McCorstin Title: President Freight Forwarding Date: June 19, 2015	
UPS Europe SPRL By: /s/Jens Poggensee Name: Jens Poggensee Title: Managing Director Date: June 18, 2015	

Exhibit 21

SUBSIDIARIES OF THE REGISTRANT

The following is a list of subsidiaries of the Company as of June 30, 2015, omitting some subsidiaries which, considered in the aggregate, would not constitute a significant subsidiary.

Subsidiary	Jurisdiction of Incorporation or Organization	Ownership by Endo International plc
Endo Limited	Ireland	Direct
Endo Management Limited	Ireland	Indirect
Endo Ventures Limited	Ireland	Ireland
Endo Global Ventures	Bermuda	Indirect
Endo Ventures Bermuda Limited	Bermuda	Indirect
Auxilium Pharmaceuticals, Inc.	Delaware	Indirect
Auxilium US Holdings, LLC	Delaware	Indirect
Auxilium International Holdings, Inc.	Delaware	Indirect
Actient Pharmaceuticals LLC	Delaware	Indirect
Auxilium UK LTD	United Kingdom	Indirect
Slate Pharmaceuticals, Inc.	Delaware	Indirect
70 Maple Avenue, LLC	Delaware	Indirect
Timm Medical Holdings, LLC	Delaware	Indirect
Actient Therapeutics, LLC	Delaware	Indirect
Timm Medical Technologies, Inc.	Delaware	Indirect
Endo Finance LLC	Delaware	Indirect
Endo Netherlands BV	Netherlands	Indirect
Endo U.S. Inc.	Delaware	Indirect
Endo Finco Inc.	Delaware	Indirect
Endo LLC	Delaware	Indirect
Endo Luxembourg Finance Company II S.a.r.l.	Luxembourg	Indirect
Endo Finance Limited	Ireland	Indirect
Endo Health Solutions Inc.	Delaware	Indirect
Endo Pharmaceuticals Inc.	Delaware	Indirect
Endo Pharmaceuticals Solutions Inc.	Delaware	Indirect
Endo Luxembourg Holding Company S.a.r.l.	Luxembourg	Indirect
Endo Luxembourg Finance Company I S.a.r.l.	Luxembourg	Indirect
Endo Pharmaceuticals Valera Inc.	Delaware	Indirect
CPEC LLC	Delaware	Indirect
Paladin Labs Europe Limited	Ireland	Indirect
Paladin Labs Canadian Holding Inc.	Canada	Indirect
Paladin Labs, Inc.	Canada	Indirect
Litha Healthcare Group Limited	South Africa	Indirect
Laboratoris Paladin de Mexico S.A. (f/k/a Activa Pharma S.A.)	Mexico	Indirect
American Medical Systems Holdings, Inc.	Delaware	Indirect
Aphrodite Women's Health LLC	Delaware	Indirect
American Medical Systems, Inc.	Delaware	Indirect
American Medical Systems Luxembourg S.a.r.l.	Luxembourg	Indirect

Laserscope	California	Indirect
AMS Research Corporation	Delaware	Indirect
AMS Sales Corporation	Delaware	Indirect
Ledgemont Royalty Sub LLC	Delaware	Indirect

Exhibit 21

Subsidiary	Jurisdiction of Incorporation or Organization	Ownership by Endo International plc
Generics International (US Holdco), Inc.	Delaware	Indirect
Generics International (US Midco), Inc.	Delaware	Indirect
Generics International (US), Inc.	Delaware	Indirect
Generics International (US Parent), Inc.	Delaware	Indirect
Generics Bidco I, LLC	Delaware	Indirect
Generics Bidco II, LLC	Delaware	Indirect
Quartz Specialty Pharmaceuticals, LLC	Delaware	Indirect
Moores Mill Properties, LLC	Delaware	Indirect
Wood Park Properties, LLC	Delaware	Indirect
Vintage Pharmaceuticals, LLC	Delaware	Indirect
Boca Pharmacal LLC	Florida	Indirect
Grupo Farmaceutico Somar, S.A. de C.V.	Mexico	Indirect
DAVA Pharmaceuticals, Inc.	Delaware	Indirect
DAVA International, LLC	Delaware	Indirect
DAVA Capital Management, Inc.	Delaware	Indirect

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002

I, Rajiv De Silva, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Endo International plc;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's Board of Directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/S/ RAJIV DE SILVA

Rajiv De Silva
President and Chief Executive Officer
(Principal Executive Officer)

Date: August 10, 2015

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002

I, Suketu P. Upadhyay, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Endo International plc;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's Board of Directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/S/ SUKETU P. UPADHYAY

Suketu P. Upadhyay

Executive Vice President, Chief Financial Officer
(Principal Financial Officer)

Date: August 10, 2015

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Rajiv De Silva, as President and Chief Executive Officer of Endo International plc (the Company), hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Quarterly Report on Form 10-Q of the Company for the quarterly period ended June 30, 2015 (the Report) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/S/ RAJIV DE SILVA

Name: Rajiv De Silva

Title: President and Chief Executive Officer
(Principal Executive Officer)

Date: August 10, 2015

A signed original of this written statement required by Section 906 has been provided to, and will be retained by, Endo International plc and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Suketu P. Upadhyay, as Chief Financial Officer of Endo International plc (the Company), hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Quarterly Report on Form 10-Q of the Company for the quarterly period ended June 30, 2015 (the Report) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/S/ SUKETU P. UPADHYAY

Name: Suketu P. Upadhyay

Title: Executive Vice President, Chief Financial Officer
(Principal Financial Officer)

Date: August 10, 2015

A signed original of this written statement required by Section 906 has been provided to, and will be retained by, Endo International plc and furnished to the Securities and Exchange Commission or its staff upon request.