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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 MARCH 31, 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	May 1, 2015 : 178,746,233

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)

	March 31, 2015	December 31, 2014
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 377,461	$ 408,753
Restricted cash and cash equivalents	534,162	530,930
Marketable securities	1,103	815
Accounts receivable	1,235,383	1,126,078
Inventories, net	611,401	423,321
Prepaid expenses and other current assets	54,601	38,680
Income taxes receivable	169,753	51,846
Deferred income taxes	650,411	561,974
Assets held for sale (NOTE 3)	1,693,594	1,937,864
Total current assets	$ 5,327,869	$ 5,080,261
MARKETABLE SECURITIES	3,349	1,506
PROPERTY, PLANT AND EQUIPMENT, NET	406,757	387,703
GOODWILL	3,025,070	2,899,587
OTHER INTANGIBLES, NET	5,070,074	2,333,193
DEFERRED INCOME TAXES	3,019	5,059
OTHER ASSETS	309,539	202,307
TOTAL ASSETS	$ 14,145,677	$ 10,909,616
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 312,016	$ 297,484
Accrued expenses	1,234,255	1,149,545
Current portion of legal settlement accrual	1,593,121	1,443,114
Current portion of long-term debt	160,613	155,937
Income taxes payable	42,819	—
Deferred income taxes	84	22
Liabilities held for sale (NOTE 3)	99,112	103,024
Total current liabilities	$ 3,442,020	$ 3,149,126
DEFERRED INCOME TAXES	754,258	678,054
LONG-TERM DEBT, LESS CURRENT PORTION, NET	5,386,547	4,202,356
LONG-TERM LEGAL SETTLEMENT ACCRUAL, LESS CURRENT PORTION, NET	—	262,781
OTHER LIABILITIES	423,136	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	42	48
Ordinary shares, $0.0001 and $0.0001 par value; 1,000,000,000 and 1,000,000,000 shares authorized; 178,611,350 and 153,912,985 shares issued; 178,611,350 and 153,912,985 shares outstanding at March 31, 2015 and December 31, 2014, respectively	18	15
Additional paid-in capital	5,067,562	3,093,867
Accumulated deficit	(670,803)	(595,085)
Accumulated other comprehensive loss	(257,221)	(124,088)
Total Endo International plc shareholders' equity	$ 4,139,598	$ 2,374,757
Noncontrolling interests	118	33,456
Total shareholders' equity	$ 4,139,716	$ 2,408,213
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 14,145,677	$ 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 March 31,	
	2015	2014
TOTAL REVENUES	$ 714,128	$ 470,842
COSTS AND EXPENSES:		
Cost of revenues	384,266	212,679
Selling, general and administrative	211,578	160,066
Research and development	17,897	30,946
Litigation-related and other contingencies, net	13,000	—
Asset impairment charges	7,000	—
Acquisition-related and integration items	34,640	45,269
OPERATING INCOME FROM CONTINUING OPERATIONS	$ 45,747	$ 21,882
INTEREST EXPENSE, NET	73,139	53,392
LOSS ON EXTINGUISHMENT OF DEBT	980	9,596
OTHER INCOME, NET	(11,995)	(6,408)
LOSS FROM CONTINUING OPERATIONS BEFORE INCOME TAX	$ (16,377)	$ (34,698)
INCOME TAX (BENEFIT) EXPENSE	(166,869)	12,703
INCOME (LOSS) FROM CONTINUING OPERATIONS	$ 150,492	$ (47,401)
DISCONTINUED OPERATIONS, NET OF TAX (NOTE 3)	(226,210)	(385,877)
CONSOLIDATED NET LOSS	$ (75,718)	$ (433,278)
Less: Net income attributable to noncontrolling interests	—	3,634
NET LOSS ATTRIBUTABLE TO ENDO INTERNATIONAL PLC	$ (75,718)	$ (436,912)
NET LOSS PER SHARE ATTRIBUTABLE TO ENDO INTERNATIONAL PLC ORDINARY SHAREHOLDERS—BASIC:		
Continuing operations	$ 0.89	$ (0.37)
Discontinued operations	$ (1.34)	$ (3.04)
Basic	$ (0.45)	$ (3.41)
NET LOSS PER SHARE ATTRIBUTABLE TO ENDO INTERNATIONAL PLC ORDINARY SHAREHOLDERS—DILUTED:		
Continuing operations	$ 0.85	$ (0.37)
Discontinued operations	$ (1.28)	$ (3.04)
Diluted	$ (0.43)	$ (3.41)
WEIGHTED AVERAGE SHARES:		
Basic	169,653	128,135
Diluted	176,825	128,135

See Notes to Condensed Consolidated Financial Statements.

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

	Three Months Ended March 31,	
	2015	2014
CONSOLIDATED NET LOSS	$ (75,718)	$ (433,278)
OTHER COMPREHENSIVE (LOSS) INCOME, NET OF TAX:		
Net unrealized gain (loss) on securities:		
Unrealized gain (loss) arising during the period	$ 1,513	$ (340)
Less: reclassification adjustments for (gain) loss realized in net loss	—	1,513	—	(340)
Foreign currency translation (loss) gain	(131,348)	5,077
OTHER COMPREHENSIVE (LOSS) INCOME	$ (129,835)	$ 4,737
CONSOLIDATED COMPREHENSIVE LOSS	$ (205,553)	$ (428,541)
Less: Net income attributable to noncontrolling interests	—	3,634
Less: Other comprehensive (loss) income attributable to noncontrolling interests	(606)	—
COMPREHENSIVE LOSS ATTRIBUTABLE TO ENDO INTERNATIONAL PLC	$ (204,947)	$ (432,175)

See Notes to Condensed Consolidated Financial Statements.

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

	Three Months Ended March 31,	
	2015	**2014**
OPERATING ACTIVITIES:		
Consolidated net loss	$ (75,718)	$ (433,278)
Adjustments to reconcile consolidated net loss to Net cash used in operating activities:		
Depreciation and amortization	119,590	74,588
Inventory step-up	37,554	3,581
Share-based compensation	13,837	7,595
Amortization of debt issuance costs and premium / discount	5,947	9,952
Provision for bad debts	232	775
Deferred income taxes	(164,535)	(186,222)
Net loss on disposal of property, plant and equipment	52	875
Loss on extinguishment of debt	980	9,596
Asset impairment charges	229,753	—
Gain on sale of business and other assets	—	(1,545)
Changes in assets and liabilities which (used) provided cash:		
Accounts receivable	(39,941)	43,889
Inventories	(10,166)	(10,224)
Prepaid and other assets	6,580	12,734
Accounts payable	6,267	(59,916)
Accrued expenses	80,034	298,229
Other liabilities	(223,415)	37,489
Income taxes payable/receivable	(76,859)	(55,061)
Net cash used in operating activities	$ (89,808)	$ (246,943)
INVESTING ACTIVITIES:		
Purchases of property, plant and equipment	(17,189)	(20,837)
Proceeds from sale of property, plant and equipment	—	19
Acquisitions, net of cash acquired	(911,892)	(113,464)
Proceeds from sale of marketable securities and investments	—	15,167
Proceeds from notes receivable	17	—
Proceeds from sale of business, net	4,712	55,271
Proceeds from settlement escrow	—	3,148
Increase in restricted cash and cash equivalents	(172,900)	—
Decrease in restricted cash and cash equivalents	166,768	702,495
Net cash (used in) provided by investing activities	$ (930,484)	$ 641,799

	Three Months Ended March 31,	
	2015	2014
FINANCING ACTIVITIES:		
Proceeds from issuance of notes	1,200,000	—
Proceeds from issuance of term loans	—	1,525,000
Principal payments on term loans	(11,375)	(1,396,019)
Principal payments on other indebtedness, net	(270)	(3,134)
Repurchase of convertible senior subordinated notes	(149,068)	—
Deferred financing fees	(20,482)	(38,435)
Payment for contingent consideration	(4,723)	—
Tax benefits of share awards	16,797	23,861
Payments of tax withholding for restricted shares	(11,930)	(21,475)
Exercise of options	18,470	21,593
Payments related to the issuance of ordinary shares	(2,068)	(4,800)
Issuance of ordinary shares related to the employee stock purchase plan	1,118	1,178
Cash distributions to noncontrolling interests	—	(5,285)
Cash buy-out of noncontrolling interests	(39,608)	(82)
Net cash provided by financing activities	$ 996,861	$ 102,402
Effect of foreign exchange rate	(7,861)	12
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	$ (31,292)	$ 497,270
LESS: NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS OF DISCONTINUED OPERATIONS	—	(17,413)
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS OF CONTINUING OPERATIONS	$ (31,292)	$ 514,683
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	408,753	526,597
CASH AND CASH EQUIVALENTS, END OF PERIOD	$ 377,461	$ 1,041,280
SUPPLEMENTAL INFORMATION:		
Cash paid into Qualified Settlement Funds for mesh legal settlements	$ 170,739	$ —
Cash paid out of Qualified Settlement Funds for mesh legal settlements	$ 127,160	$ 3,148
Other cash distributions for mesh legal settlements	$ 3,815	$ —
SCHEDULE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Purchases of property, plant and equipment financed by capital leases	$ 54	$ 4
Accrual for purchases of property, plant and equipment	$ 3,179	$ 5,589
Acquisition financed by ordinary shares	$ 1,519,318	$ 2,844,279
Repurchase of convertible senior subordinated notes financed by ordinary shares	$ 408,585	$ —

See Notes to Condensed Consolidated Financial Statements.

ENDO INTERNATIONAL PLC
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
FOR THE THREE MONTHS ENDED MARCH 31, 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 considered necessary to present fairly the Company's financial position as of March 31, 2015 and the results of our operations and our cash flows for the periods presented. Operating results for the three months ended March 31, 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 first quarter 2015, the Company recorded approximately $3.6 million of adjustments to income from continuing operations that relate to 2014. These adjustments relate to the correction of prior year items. This amount is not material to the Company's results of operations for the quarter ended March 31, 2015 or expected full year 2015 results. This amount is also not material to any prior years.

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. This ASU, as issued, is effective for annual reporting periods beginning after December 15, 2016 and interim reporting periods within that reporting period, with early adoption not permitted. Accordingly, the Company currently plans to adopt this ASU on January 1, 2017. However, on April 1, 2015, the FASB voted to propose to defer the effective date of the new revenue recognition standard by one year, with early adoption permitted, but not before the original public organization effective date. 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 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 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 will 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 is expected to close in the third quarter of 2015, subject to customary conditions, including the expiration or termination of any applicable waiting periods under applicable competition laws. 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. The fair market value was based on our discussions with 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 benefit of $159.7 million during the three months ended March 31, 2015, which was recorded as Income tax (benefit) expense (a component of income (loss) 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 upon closing of the sale.

The following table provides the operating results of the Discontinued operations of AMS, net of tax for the three months ended March 31 (in thousands):

	Three Months Ended March 31,	
	2015	2014
Revenue	$ 118,665	$ 123,767
Loss from discontinued operations before income taxes	$ (229,858)	$ (619,420)
Income tax benefit	(3,648)	(228,124)
Discontinued operations, net of tax	$ (226,210)	$ (391,296)

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

	March 31, 2015	December 31, 2014
Current assets	$ 161,600	$ 165,075
Property, plant and equipment	40,667	41,122
Goodwill	634,984	862,960
Other intangibles, net	848,847	861,174
Other assets	7,496	7,533
Assets held for sale	$ 1,693,594	$ 1,937,864
Current liabilities	$ 51,060	$ 53,143
Deferred taxes	44,374	46,224
Other liabilities	3,678	3,657
Liabilities held for sale	$ 99,112	$ 103,024

The following table provides the Depreciation and amortization and Purchases of property, plant and equipment of AMS for the three months ended March 31 (in thousands):

	Three Months Ended March 31,	
	2015	2014
Cash flows from discontinued operating activities:		
Net loss	$ (226,210)	$ (391,296)
Depreciation and amortization	11,555	17,610
Cash flows from discontinued investing activities:		
Purchases of property, plant and equipment	$ (934)	$ (894)

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 March 31, 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 approximately $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 all periods presented.

The following table provides the operating results of Discontinued operations of HealthTronics, net of tax for the three months ended March 31, 2014 (in thousands):

Revenue	$ 14,442
Income from discontinued operations before income taxes	$ 4,398
Income tax benefit	(1,021)
Discontinued operations, net of tax	$ 5,419

There were no Assets or Liabilities held for sale relating to HealthTronics included in the Condensed Consolidated Balance Sheets as of March 31, 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 $40.8 million during the three months ended March 31, 2015, consisting of $26.0 million of employee severance and other benefit-related costs and 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 and approximately $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. The Company anticipates there will be additional pre-tax restructuring expenses of approximately $5.6 million related to the Auxilium restructuring and these actions are expected to be completed by December 31, 2015, with 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 months ended March 31, 2015 (in thousands):

	Employee Severance and Other Benefit-Related Costs	Asset Impairment Charges	Other Restructuring Costs	Total
Auxilium Pharmaceuticals	$ 25,965	$ 7,000	$ 7,860	$ 40,825
Total	$ 25,965	$ 7,000	$ 7,860	$ 40,825

The liability related to the Auxilium restructuring initiative totaled $23.7 million at March 31, 2015. At March 31, 2015, this liability is included in Accrued expenses in the Condensed Consolidated Balance Sheets. Changes to this accrual during the three months ended March 31, 2015 were as follows (in thousands):

	Employee Severance and Other Benefit-Related Costs	Other Restructuring Costs	Total
Liability balance as of January 1, 2015	$ —	$ —	$ —
Expenses	25,965	7,860	33,825
Cash distributions	(10,138)	—	(10,138)
Liability balance as of March 31, 2015	$ 15,827	$ 7,860	$ 23,687

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. On an aggregate basis, the Company recorded charges related to these initiatives totaling $9.5 million for the three months ended March 31, 2015, which primarily consisted of employee severance and other benefit-related costs. The Company recorded charges related to

these initiatives totaling $2.3 million during the three months ended March 31, 2014, which primarily related to employee severance and other benefit-related costs.

The liability related to these initiatives totaled $14.4 million and $13.3 million at March 31, 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 and Paladin, the estimated fair values of the net assets acquired below are provisional as of March 31, 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 and Paladin as of February 3, 2015 and February 28, 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 approximately 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 months ended March 31, 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 months ended March 31, 2014. The Condensed

Consolidated Balance Sheets as of March 31, 2015 and December 31, 2014 reflect the acquisition of Paladin, effective February 28, 2014.

As of March 31, 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 $36.8 million of Paladin acquisition-related and integration costs that were expensed during the three months ended March 31, 2014. 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 for the three months ended March 31, 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 March 31, 2014 are as follows (in thousands, except per share data):

Revenue	$	24,822
Net income attributable to Endo International plc	$	3,685
Basic and diluted net income per share	$	0.03

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 quarter ended March 31, 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.

		Three Months Ended March 31, 2014
Unaudited pro forma consolidated results (in thousands, except per share data):		
Revenue	$	513,394
Net loss attributable to Endo International plc	$	(448,426)
Basic and diluted net loss per share	$	(3.50)

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 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 $0.7 million for the three months ended March 31, 2014. 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, which increased the expense by $2.8 million for the three months ended March 31, 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, based on the exchange rate in effect on December 31, 2014. At December 31, 2014, our Paladin subsidiary owned approximately 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 approximately $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 approximately $212.3 million, resulting in goodwill of approximately $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 approximately $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 months ended March 31, 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 months ended March 31, 2014. The Condensed Consolidated Balance Sheets as of March 31, 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® (Sumavel) 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 approximately $93.8 million, resulting in no goodwill. The amount of net identifiable assets acquired in connection with the Sumavel® acquisition includes approximately $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 months ended March 31, 2015. There are no results included in the accompanying Condensed Consolidated Statements of Operations for the three months ended March 31, 2014. The Condensed Consolidated Balance Sheets as of March 31, 2015 and December 31, 2014 reflect the acquisition of Sumavel®, effective May 19, 2014.

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 approximately $184.4 million, resulting in goodwill of approximately $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 approximately $169.3 million of identifiable intangible assets, including $149.3 million to be amortized over an average life of approximately 12 years and $20.0 million of IPR&D.

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

As of March 31, 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 approximately $56.7 million, resulting in no goodwill. The amount of net identifiable assets acquired in connection with the Natesto™ acquisition includes approximately $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 months ended March 31, 2015. There are no results included in the accompanying Condensed Consolidated Statements of Operations for the three months ended March 31, 2014. The Condensed Consolidated Balance Sheets as of March 31, 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 approximately $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 option 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 months ended March 31, 2015. The Condensed Consolidated Balance Sheet as of March 31, 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
Cash and cash equivalents	$ 115,973
Accounts receivable	75,849
Inventories	341,900
Prepaid expenses and other current assets	6,687
Property, plant and equipment	31,500
Intangible assets	2,838,000
Other assets	9,285
Total identifiable assets	$ 3,419,194
Accounts payable and accrued expenses	$ 120,553
Deferred income taxes	164,379
Convertible debt, including equity component (1)	571,132
Other liabilities	171,400
Total liabilities assumed	$ 1,027,464
Net identifiable assets acquired	$ 2,391,730
Goodwill	177,854
Net assets acquired	$ 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 March 31, 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®	$ 1,487.5	12
TESTOPEL®	582.6	15
Urology Retail	322.0	12
Other	121.8	15
Total	$ 2,513.9	
In Process Research & Development (IPR&D):		
XIAFLEX®—Cellulite	$ 324.1	n/a
Total	$ 324.1	n/a
Total other intangible assets	$ 2,838.0	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.

The Company recognized acquisition-related transaction costs associated with the Auxilium acquisition during the three months ended March 31, 2015 totaling $19.4 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.

The amounts of Auxilium Revenue and Net income attributable to Endo International plc included in the Company's Condensed Consolidated Statements of Operations during the three months ended March 31, 2015 are as follows (in thousands, except per share data):

Revenue	$	66,796
Net loss attributable to Endo International plc	$	(50,907)
Basic net loss per share	$	(0.30)
Diluted net loss per share	$	(0.29)

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 quarters ended March 31, 2015 and 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.

	Three Months Ended March 31, 2015	Three Months Ended March 31, 2014
Unaudited pro forma consolidated results (in thousands, except per share data):		
Revenue	$ 737,703	$ 559,361
Net loss attributable to Endo International plc	$ (82,582)	$ (518,486)
Basic and diluted net loss per share	$ (0.49)	$ (4.05)

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 $5.9 million for the three months ended March 31, 2014, and increased the expense by $1.1 million for the three months ended March 31, 2015. 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, which increased the expense by $19.7 million for the three months ended March 31, 2014. An adjustment to the amortization expense for the three months ended March 31, 2015 increased the expense by $6.9 million.

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 approximately $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.

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 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. 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 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; 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, endocrinology and oncology products. The marketed products that are included in this segment include Lidoderm®, Opana® ER, Voltaren® Gel, Percocet®, Fortesta® Gel, Supprelin® LA, XIAFLEX® 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 quarters ended March 31 (in thousands):

	Three Months Ended March 31,	
	2015	2014
Net revenues to external customers:		
U.S. Branded Pharmaceuticals	$ 284,507	$ 234,165
U.S. Generic Pharmaceuticals	356,962	211,855
International Pharmaceuticals (1)	72,659	24,822
Total net revenues to external customers	$ 714,128	$ 470,842
Adjusted income (loss) from continuing operations before income tax:		
U.S. Branded Pharmaceuticals	$ 159,421	$ 134,417
U.S. Generic Pharmaceuticals	$ 183,457	$ 73,797
International Pharmaceuticals	$ 8,294	$ 9,295

(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 months ended March 31, 2015 and 2014. There were no material tangible long-lived assets attributed to an individual foreign country as of March 31, 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 from continuing operations before income tax, which is determined in accordance with U.S. GAAP, for the three months ended March 31 (in thousands):

	Three Months Ended March 31,	
	2015	2014
Total segment adjusted income from continuing operations before income tax:	$ 351,172	$ 217,509
Corporate unallocated costs	(103,422)	(78,897)
Upfront and milestone payments to partners	(2,667)	(11,155)
Asset impairment charges	(7,000)	—
Acquisition-related and integration items (1)	(34,640)	(45,269)
Separation benefits and other cost reduction initiatives (2)	(41,807)	1,930
Excise tax (3)	—	(60,000)
Amortization of intangible assets	(95,269)	(39,670)
Inventory step-up and certain excess costs that will be eliminated pursuant to integration plans	(39,916)	(3,581)
Non-cash interest expense related to the 1.75% Convertible Senior Subordinated Notes	(1,379)	(5,969)
Loss on extinguishment of debt	(980)	(9,596)
Certain litigation-related charges, net	(13,000)	—
Foreign currency impact related to the remeasurement of intercompany debt instruments	21,090	—
Costs associated with unused financing commitments	(11,810)	—
Acceleration of Auxilium employee equity awards at closing	(37,603)	—
Other, net	854	—
Total consolidated loss from continuing operations before income tax	$ (16,377)	$ (34,698)

(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 $32.4 million for the three months ended March 31, 2015 and 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.

The following represents additional selected financial information for our reportable segments for the three months ended March 31 (in thousands):

	Three Months Ended March 31,	
	2015	2014
Depreciation expense:		
U.S. Branded Pharmaceuticals	$ 5,296	$ 4,037
U.S. Generic Pharmaceuticals	4,737	7,569
International Pharmaceuticals	661	141
Corporate unallocated	2,072	1,894
Total depreciation expense	$ 12,766	$ 13,641

	Three Months Ended March 31,	
	2015	2014
Amortization expense:		
U.S. Branded Pharmaceuticals	$ 54,204	$ 20,723
U.S. Generic Pharmaceuticals	25,417	18,614
International Pharmaceuticals	15,648	4,000
Total amortization expense	$ 95,269	$ 43,337

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 March 31, 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 March 31, 2015 relate primarily to loans totaling $16.0 million to our joint venture 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

We have various investments that we account for using the equity or cost method of accounting, including a $30.0 million joint venture investment in the Biologicals and Vaccines Institute of Southern Africa (Pty) Limited, owned through our Litha subsidiary, which is accounted for as an equity method investment. The fair value of the equity method and cost method investments is not readily available nor have we estimated the fair value of these investments. The Company is not aware of any identified events or changes in circumstances that would have a significant adverse effect on the carrying value of any of our equity or cost method investments included in Other assets in our Condensed Consolidated Balance Sheets at March 31, 2015 and December 31, 2014.

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 March 31, 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 March 31, 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 March 31, 2015 and December 31, 2014 were as follows (in thousands):

	Fair Value Measurements at Reporting Date using:			
March 31, 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	$ 219,426	$ —	$ —	$ 219,426
Equity securities	4,452	$ —	—	4,452
Total	$ 223,878	$ —	$ —	$ 223,878
Liabilities:				
Acquisition-related contingent consideration—short-term	$ —	$ —	$ 28,946	$ 28,946
Acquisition-related contingent consideration—long-term	—	—	155,315	155,315
Total	$ —	$ —	$ 184,261	$ 184,261

At March 31, 2015, money market funds include $189.9 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 approximately $2.8 million at March 31, 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.

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 $4.8 million at March 31, 2015 and $4.7 million at December 31, 2014. The increase in the balance primarily relates to changes in the fair value of the liability, primarily reflecting changes to the present value assumptions associated with our valuation model.

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 approximately $2.6 million at March 31, 2015 and $5.1 million at December 31, 2014. The decrease in the balance primarily relates to changes in the fair value of the liability, primarily reflecting changes to the present value assumptions associated with our valuation model.

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 March 31, 2015, our current estimate of the acquisition date fair value of this obligation is $26.7 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 Natesto™ Contingent Consideration was determined to be approximately $28.2 million at March 31, 2015 and $31.0 million at December 31, 2014. The decrease in the balance primarily relates to a measurement period adjustment offset by changes in the fair value of the liability, primarily reflecting changes to the present value assumptions associated with our valuation model.

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 approximately $44.9 million at March 31, 2015. The change in the balance primarily relates to a first quarter 2015 payment of $1.9 million related to sales-based royalties.

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 approximately $59.3 million at March 31, 2015. The change in the balance primarily relates to a first quarter 2015 payment of $0.3 million related to sales-based royalties.

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 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 approximately $41.7 million at March 31, 2015.

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.

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 months ended March 31 (in thousands):

	Three Months Ended March 31,	
	2015	2014
Beginning of period	$ 46,005	$ 4,747
Amounts acquired	148,100	—
Amounts settled	(4,723)	—
Transfers (in) and/or out of Level 3	—	—
Measurement period adjustments	(4,313)	—
Changes in fair value recorded in earnings	(808)	12
End of period	$ 184,261	$ 4,759

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 March 31, 2015 and December 31, 2014 (in thousands):

	Available-for-sale			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized (Losses)	Fair Value
March 31, 2015				
Money market funds	$ 219,426	$ —	$ —	$ 219,426
Total included in cash and cash equivalents	$ 29,503	$ —	$ —	$ 29,503
Total included in restricted cash and cash equivalents	$ 189,923	$ —	$ —	$ 189,923
Equity securities	$ 805	$ 298	$ —	$ 1,103
Total other short-term available-for-sale securities	$ 805	$ 298	$ —	$ 1,103
Equity securities	$ 1,766	$ 1,583	$ —	$ 3,349
Long-term available-for-sale securities	$ 1,766	$ 1,583	$ —	$ 3,349

	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

During the first quarter of 2015, the Company recorded an impairment charge of $7.0 million to write off leasehold improvement assets associated with our Auxilium subsidiary's former corporate headquarters.

NOTE 8. INVENTORIES

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

	March 31, 2015	December 31, 2014
Raw materials	$ 108,106	$ 118,432
Work-in-process	85,207	43,290
Finished goods	418,088	261,599
Total	$ 611,401	$ 423,321

Inventory that is in excess of the amount expected to be sold within one year, which relates primarily to our Auxilium subsidiary acquired in January 2015, is classified as long-term inventory and is not included in the table above. At March 31, 2015, approximately $119.8 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 quarter ended March 31, 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	$ 1,131,932	$ 1,071,637	$ 696,018	$ 2,899,587
Goodwill acquired during the period	177,854	—	1,355	179,209
Effect of currency translation	—	—	(53,726)	(53,726)
Balance as of March 31, 2015	$ 1,309,786	$ 1,071,637	$ 643,647	$ 3,025,070

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 March 31, 2015.

Other Intangible Assets

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

Cost basis:	**Balance as of December 31, 2014**	**Acquisitions (1)**	**Other (2)**	**Effect of Currency Translation**	**Balance as of March 31, 2015**
Indefinite-lived intangibles:					
In-process research and development	$ 184,598	$ 324,100	$ (17,000)	$ (5,807)	$ 485,891
Total indefinite-lived intangibles	$ 184,598	$ 324,100	$ (17,000)	$ (5,807)	$ 485,891
Definite-lived intangibles:					
Licenses (weighted average life of 9 years)	$ 664,367	$ —	$ —	$ —	$ 664,367
Tradenames (weighted average life of 15 years)	21,315	—	—	(44)	21,271
Developed technology (weighted average life of 13 years)	2,243,215	2,561,600	12,687	(46,629)	4,770,873
Total definite-lived intangibles (weighted average life of 13 years)	$ 2,928,897	$ 2,561,600	$ 12,687	$ (46,673)	$ 5,456,511
Total other intangibles	$ 3,113,495	$ 2,885,700	$ (4,313)	$ (52,480)	$ 5,942,402

Accumulated amortization:	**Balance as of December 31, 2014**	**Amortization**	**Other**	**Effect of Currency Translation**	**Balance as of March 31, 2015**
Indefinite-lived intangibles:					
In-process research and development	$ —	$ —	$ —	$ —	$ —
Total indefinite-lived intangibles	$ —	$ —	$ —	$ —	$ —
Definite-lived intangibles:					
Licenses	$ (426,413)	$ (19,716)	$ —	$ —	$ (446,129)
Tradenames	(5,462)	(359)	—	2	(5,819)
Developed technology	(348,427)	(75,194)	—	3,241	(420,380)
Total definite-lived intangibles	$ (780,302)	$ (95,269)	$ —	$ 3,243	$ (872,328)
Total other intangibles	$ (780,302)	$ (95,269)	$ —	$ 3,243	$ (872,328)
Net other intangibles	$ 2,333,193				$ 5,070,074

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

(2) During the first quarter of 2015, certain IPR&D assets totaling $17.0 million were put into service, partially offset by a reduction of $4.3 million relating to measurement period adjustments to certain intangible assets.

Amortization expense for the three months ended March 31, 2015 and 2014 totaled $95.3 million and $43.3 million, respectively. Estimated amortization of intangibles for the five fiscal years subsequent to December 31, 2014 is as follows (in thousands):

2015	$ 447,230
2016	$ 422,715
2017	$ 398,265
2018	$ 397,999
2019	$ 382,709

Changes in the gross carrying amount of our other intangibles for the quarter ended March 31, 2015 were as follows (in thousands):

	Gross Carrying Amount
December 31, 2014	$ 3,113,495
Auxilium acquisition	2,838,000
Lehigh Valley Technologies, Inc. acquisition	47,700
Measurement period adjustments relating to acquisitions closed during 2014	(4,313)
Effect of currency translation	(52,480)
March 31, 2015	$ 5,942,402

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.

As previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2014, 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 quarters ended March 31, 2015 and 2014 were $7.5 million and $7.5 million, respectively, representing minimum royalties pursuant to the Voltaren® Gel Agreement.

Also as previously disclosed, 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 approximately $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 approximately $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 $0.8 million and $2.1 million for the quarters ended March 31, 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

Biovitrium 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 tradename 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.

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 approximately $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 March 31, 2015 and December 31, 2014 (in thousands):

	March 31, 2015		December 31, 2014	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
1.75% Convertible Senior Subordinated Notes due 2015	$ 98,692		$ 98,818	
Unamortized discount on 1.75% Convertible Senior Subordinated Notes due 2015	(254)		(1,759)	
1.75% Convertible Senior Subordinated Notes due 2015, net	$ 98,438	$ 98,692	$ 97,059	$ 98,317
7.00% Senior Notes due 2019	499,875	522,500	499,875	522,813
7.00% Senior Notes due 2020	400,000		400,000	
Unamortized initial purchaser's discount	(2,303)		(2,338)	
7.00% Senior Notes due 2020, net	$ 397,697	418,750	$ 397,662	422,250
7.25% Senior Notes due 2022	400,000	426,250	400,000	429,278
5.75% Senior Notes due 2022	700,000	720,125	700,000	707,000
5.375% Senior Notes due 2023	750,000	752,813	750,000	735,469
6.00% Senior Notes due 2025	1,200,000	1,236,000	—	—
Term Loan A Facility Due 2019	1,058,750	1,058,591	1,069,063	1,062,889
Term Loan B Facility Due 2021	420,750	421,655	421,812	409,685
Other debt	21,650	21,737	22,822	22,886
Total long-term debt, net	$ 5,547,160	$ 5,677,113	$ 4,358,293	$ 4,410,587
Less current portion, net	160,613	160,613	155,937	154,226
Total long-term debt, less current portion, net	$ 5,386,547	$ 5,516,500	$ 4,202,356	$ 4,256,361

As of March 31, 2015, based on the proximity of the maturity date of the 1.75% Convertible Senior Subordinated Notes to March 31, 2015, the principal amount of these notes approximated fair value. 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). Substantially all of the 2014 Revolving Credit Facility was available at March 31, 2015. The 2014 Credit Facility was issued to refinance certain of our existing indebtedness and for general corporate purposes, including acquisitions. Refer to Note 18. Subsequent Events for discussion relating to the drawdown of the revolver during April 2015.

The 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 March 31, 2015, we were in compliance with all such covenants.

6.00% Senior Notes Due 2025

On January 27, 2015, Endo Limited, 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 approximately $20.5 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 Limited 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 Limited'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 Limited, create certain liens, merge, consolidate or sell substantially all of Endo Limited'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 March 31, 2015, our indebtedness included 1.75% Convertible Senior Subordinated Notes due April 15, 2015 (the Convertible Notes). Refer to Note 18. Subsequent Events for discussion relating to the full repayment of the remaining Convertible Notes and the settlement of the remaining call options during April 2015.

As discussed in Note 17. Net (Loss) Income Per Share, in periods in which our ordinary shares price exceeds the conversion price of the Convertible Notes or the strike price of the warrants, we include the effects of the additional shares that may be issued in our diluted net loss per share calculation using the treasury stock method.

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 approximately $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.

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 three months ended March 31, 2015 and 2014, we recorded $5.0 million and $1.8 million of royalties to Teikoku, respectively. These amounts were included in our Condensed Consolidated Statements of Operations as Cost of revenues. At March 31, 2015, $5.0 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 three months ended March 31, 2015 and 2014 totaled $7.5 million and $7.8 million, respectively. These payments are recorded in Cost of revenues in our Condensed Consolidated Financial Statements.

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 March 31, 2015 totaled $5.0 million. These payments 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 ongoing 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 March 31, 2015, the Company's reserve for loss contingencies totaled approximately $1.59 billion, of which $1.53 billion relates to the Company's product liability accrual for all known pending and estimated future claims related to 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 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 March 31, 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 45,600 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 March 31, 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 March 31, 2015 Condensed Consolidated Balance Sheets.

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 three months ended March 31, 2015 (in thousands):

	Qualified Settlement Funds	Product Liability
Balance as of December 31, 2014	$ 485,229	$ 1,655,195
Additional charges	—	5,200
Cash distributions to Qualified Settlement Funds	170,739	—
Cash distributions to settle disputes from Qualified Settlement Funds	(127,160)	(127,160)
Cash distributions to settle disputes	—	(3,815)
Balance as of March 31, 2015	$ 528,808	$ 1,529,420

Charges related to vaginal mesh product liability are reported Discontinued operations, net of tax in our Condensed Consolidated Statements of Operations. Our estimated liability includes a reduction factor of approximately 20% 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 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.

AMS and the Company intend to contest vigorously all currently remaining pending cases and any future cases that may be brought, if any, and to continue to explore other options as appropriate in the best interests of the Company and AMS. However, it is not possible at this time to determine with certainty the ultimate outcome of these matters or the effect of potential future claims. We will continue to monitor each related legal claim and adjust the accrual for new information and further developments. It is possible that the outcomes of such cases could result in additional losses that could have a material adverse effect on our business, financial condition, results of operations and cash flows.

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 May 1, 2015, approximately 640 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. On March 5, 2012 and June 22, 2012, pursuant to a standing show cause order, the MDL Judge dismissed with prejudice certain claims against generic manufacturers, including Qualitest and the Company. Certain plaintiffs appealed those decisions to the U.S. Court of Appeals for the Sixth Circuit. On June 27, 2014, the Sixth Circuit affirmed the dismissal of the cases that had been pending 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 and pending in a state court coordinated proceeding in Los Angeles, the Ninth Circuit sitting *en banc* has reversed these remands, finding federal subject matter jurisdiction. As a result, these actions have been returned to the federal courts to which they were initially removed. On November 18, 2014, additional multi-plaintiff cases were filed in state court in 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 May 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 its new subsidiary 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 April 29, 2015, approximately 296 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. 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. Preliminary 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 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.

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, that motion was granted in part, which resulted in the dismissal of this complaint as to EHSI and EPI. Per the terms of that order, the court granted the City of Chicago leave to amend its complaint within 30 days to attempt to cure the deficiencies that were the basis for the order to dismiss.

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®. On July 14, 2014, the case was removed to the United States District Court for the Central District of California. The case subsequently was remanded back to the California Superior Court, and 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 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 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 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.

The Company is cooperating with the State of New York Office of Attorney General and the Office of the United States Attorney for the Eastern District of Pennsylvania and the State of Tennessee Office of the Attorney General and Reporter 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 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). 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 proceeding to the discovery phase of the litigation in accordance with the pre-trial schedule. Trial is currently scheduled to begin in April 2017.

Multiple direct and indirect purchasers of Opana® ER have filed cases against EHSI, EPI, Penwest Pharmaceuticals Co., and Impax Laboratories Inc. in multiple federal courts. 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, and some allege that they will seek to represent classes of direct and indirect purchasers of Opana® ER. 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 EPI.

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 has 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 the 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.

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 months ended March 31, 2014 we recorded Watson royalty income of $38.2 million, which is included in Other revenues in our Condensed Consolidated Statements of Operations. We recorded no Watson royalty income during the three months ended March 31, 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. We are currently negotiating the terms of that settlement.

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 March 31 (in thousands):

	Three Months Ended March 31,					
	2015			2014		
	Before-Tax Amount	Tax (Expense) Benefit	Net-of-Tax Amount	Before-Tax Amount	Tax Benefit (Expense)	Net-of-Tax Amount
Net unrealized gain (loss) on securities:						
Unrealized gain (loss) arising during the period	$ 2,198	$ (685)	$ 1,513	$ (557)	$ 217	$ (340)
Less: reclassification adjustments for (gain) loss realized in net loss	—	—	—	—	—	—
Net unrealized gains (losses)	2,198	(685)	1,513	(557)	217	(340)
Foreign currency translation (loss) gain	(131,380)	32	(131,348)	5,080	(3)	5,077
Other comprehensive (loss) income	$ (129,182)	$ (653)	$ (129,835)	$ 4,523	$ 214	$ 4,737

Reclassifications adjustments out of Other comprehensive (loss) income are reflected in our Condensed Consolidated Statements of Operations as Other income, net.

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

	March 31, 2015	December 31, 2014
Net unrealized gains (losses)	$ 1,029	$ (484)
Foreign currency translation loss	(258,250)	(123,604)
Accumulated other comprehensive loss	$ (257,221)	$ (124,088)

Refer to Note 14. Shareholders' Equity for a summary of the impact of the Company’s February 2015 buy-out of the noncontrolling interest associated with its Litha subsidiary on the accumulated balances related to Foreign currency translation loss.

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 three months ended March 31, 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) income	(75,718)	—	(75,718)
Other comprehensive loss	(129,229)	(606)	(129,835)
Compensation related to share-based awards	13,837	—	13,837
Tax withholding for restricted shares	(11,930)	—	(11,930)
Exercise of options	18,470	—	18,470
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
Other	13,852	—	13,852
Shareholders’ equity at March 31, 2015	$ 4,139,598	$ 118	$ 4,139,716

During the three months ended March 31, 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 three months ended March 31, 2015(in thousands):

	March 31, 2015
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 three months ended March 31, 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	(436,912)	3,634	(433,278)
Other comprehensive income	4,737	—	4,737
Compensation related to share-based awards	7,595	—	7,595
Tax withholding for restricted shares	(21,475)	—	(21,475)
Exercise of options	21,593	—	21,593
Distributions to noncontrolling interests	—	(4,963)	(4,963)
Buy-out of noncontrolling interests, net of contributions	—	(82)	(82)
Addition of Paladin noncontrolling interests due to acquisition	—	69,600	69,600
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
Other	21,500	—	21,500
Shareholders' equity at March 31, 2014	$ 2,967,335	$ 70,028	$ 3,037,363

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

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 $51.4 million and $7.6 million during the three months ended March 31, 2015 and 2014, respectively. The share-based compensation expense recognized during the three months ended March 31, 2015 includes a charge related to the acceleration of Auxilium employee equity awards at closing of $37.6 million. As of March 31, 2015, the total remaining unrecognized compensation cost related to all non-vested share-based compensation awards amounted to $82.5 million. As of March 31, 2015, the weighted average remaining requisite service period of the non-vested stock options was 2.4 years and 2.3 years for non-vested restricted stock units.

NOTE 15. OTHER INCOME, NET

The components of Other income, net for the three months ended March 31 are as follows (in thousands):

	Three Months Ended March 31,	
	2015	2014
Foreign currency (gain) loss, net	(23,134)	606
Equity loss (earnings) from unconsolidated subsidiaries, net	851	(1,907)
Costs associated with unused financing commitments	11,810	—
Other miscellaneous	(1,522)	(5,107)
Other income, net	$ (11,995)	$ (6,408)

NOTE 16. INCOME TAXES

During the three months ended March 31, 2015, we recognized an income tax benefit of $166.9 million on $16.4 million of loss from continuing operations before income tax, compared to $12.7 million of tax expense on $34.7 million of loss 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 was listed as held for sale in the current period. 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 per share for the three months ended March 31 (in thousands, except per share data):

	Three Months Ended March 31,	
	2015	2014
Numerator:		
Income (loss) from continuing operations	$ 150,492	$ (47,401)
Less: Net income from continuing operations attributable to noncontrolling interests	—	100
Income (loss) from continuing operations attributable to Endo International plc ordinary shareholders	150,492	(47,501)
Loss from discontinued operations attributable to Endo International plc ordinary shareholders, net of tax	(226,210)	(389,411)
Net loss attributable to Endo International plc ordinary shareholders	$ (75,718)	$ (436,912)
Denominator:		
For basic per share data—weighted average shares	169,653	128,135
Dilutive effect of ordinary share equivalents	2,375	—
Dilutive effect of various convertible notes and warrants	4,797	—
For diluted per share data—weighted average shares	176,825	128,135

Basic net loss per share data is computed based on the weighted average number of ordinary shares outstanding during the period. Diluted loss 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 March 31, 2014 because their effect would have been anti-dilutive, as the Company was in a loss position. For the three months ended March 31, 2015, stock options and stock awards of 0.8 million were excluded from the diluted share calculation because their effect would have been anti-dilutive.

The 1.75% Convertible Senior Subordinated Notes due April 15, 2015 are only included in the dilutive net loss 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 be 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 have entered into convertible note hedge and warrant agreements that, in combination, have the economic effect of reducing the dilutive impact of the Convertible Notes. However, we separately analyze 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 are excluded because their impact would be anti-dilutive. The treasury stock method is applied when the warrants are 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 are in-the-money, they have no impact to the diluted weighted average share calculation. The total number of shares that could potentially be included if the warrants were exercised is approximately 3.4 million at March 31, 2015.

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 March 31, 2014 because their effect would have been anti-dilutive, as the Company was in a loss position. For the three months ended March 31, 2015, the maximum incremental potential dilution of shares that could have occurred if our various convertible notes and warrants were converted to ordinary shares would have been 2.8 million.

NOTE 18. SUBSEQUENT EVENTS

1.75% Convertible Senior Subordinated Notes Due 2015

In April 2015, the Company settled all of the remaining outstanding Convertible Notes with a remaining aggregate principal amount of approximately $98.7 million, paid related accrued interest and settled the remaining amount of the associated call options. Refer to Note 11. Debt for additional information. The related net consideration paid by the Company consisted of net cash payments of $99.5 million and the transfer of approximately 2.3 million shares. Subsequent to this transaction, there were no remaining Convertible Notes outstanding.

Borrowings on the 2014 Revolving Credit Facility

In April 2015, pursuant to the terms of our credit agreement, we borrowed approximately $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. Subsequent to this transaction, we have approximately $573.1 million of remaining credit available through the 2014 Revolving Credit Facility.

Share Buyback Program

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 Company'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.

Aspen Holdings

In May 2015, Litha Pharma Pty Limited (Litha Pharma), 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 certain companies in the 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 Company expects to account for this transaction as a business combination in accordance with the relevant accounting literature.

The acquisition agreement includes certain customary representations, warranties and covenants, and consummation of the transaction is subject to certain conditions, including required regulatory approvals. The agreement provides for certain indemnification rights of Litha Pharma in respect of breaches of representations, warranties and covenants, in each case, subject to certain limitations. The acquisition is expected to close in or before the third quarter of 2015.

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, we became the successor registrant of EHSI and Paladin Labs Inc. 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 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 key events and transactions occurred during the three months ended March 31, 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 approximately $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's remaining outstanding ordinary share capital that it did not own for consideration of approximately $40 million, based on the exchange rate in effect on December 31, 2014.
- 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 February 24, 2015, the Board of Directors approved a plan to sell the Company's 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 for up to $1.65 billion, with $1.6 billion in upfront cash.
- 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 Convertible Notes with a remaining aggregate principal amount of approximately $98.7 million, paid related accrued interest and settled the remaining amount of the associated call options.
- In April 2015, our Board of Directors resolved to approve a share buyback program authorizing the Company to redeem in the aggregate up to $2.50 billion of its outstanding ordinary shares.
- 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 certain companies in the 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.

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 compensation, 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

Net Revenues. Net revenues for the three months ended March 31, 2015 increased 52% to $714.1 million 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 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 months ended March 31 (dollars in thousands):

	Three Months Ended March 31,			
	2015		2014	
	$	% of Revenue	$	% of Revenue
Cost of revenues	$ 384,266	54	$ 212,679	45
Selling, general and administrative	211,578	30	160,066	34
Research and development	17,897	3	30,946	7
Litigation-related and other contingencies, net	13,000	2	—	—
Asset impairment charges	7,000	1	—	—
Acquisition-related and integration items	34,640	5	45,269	10
Total costs and expenses*	$ 668,381	94	$ 448,960	95

* Percentages may not add due to rounding.

Cost of revenues and gross margin. Cost of revenues for the three months ended March 31, 2015 increased 81% to $384.3 million from the comparable 2014 period. This increase was primarily attributable to increased costs related to our acquisitions of Paladin, Sumavel, Somar, DAVA and Auxilium. Gross margins for the three months ended March 31, 2015 decreased 16% to 46% from the comparable 2014 period. This decrease was 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 months ended March 31, 2015 increased 32% to $211.6 million from the comparable 2014 period. The increase was primarily a result of the acquisitions of Paladin, Sumavel, Somar, DAVA and Auxilium, including a charge 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 $60.0 million charge during the three months ended March 31, 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 months ended March 31, 2015 decreased 42% to $17.9 million from the comparable 2014 period. The decrease was primarily attributable to a $10.0 million milestone charge incurred during the first quarter of 2014 related to the achievement of a certain Belbuca™ clinical milestone 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 months ended March 31, 2015 totaled $13.0 million, compared to no charges in the comparable 2014 period. 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 months ended March 31, 2015 totaled $7.0 million, compared to no charges in the comparable 2014 period. The increase relates to impairment charges 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 months ended March 31, 2015 decreased 23% to $34.6 million from the comparable 2014 period. The decrease was primarily attributable to costs associated with our acquisition of Auxilium, which closed during the first quarter of 2015, 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 months ended March 31 are as follows (in thousands):

	Three Months Ended March 31,	
	2015	2014
Interest expense	$ 73,849	$ 54,171
Interest income	(710)	(779)
Interest expense, net	$ 73,139	$ 53,392

Interest expense for the three months ended March 31, 2015 increased 36% to $73.8 million from the comparable 2014 period. The increase was primarily attributable to an increase in our average total indebtedness to $5.0 billion from $3.8 billion in 2014.

Loss on extinguishment of debt. Loss on extinguishment of debt totaled $1.0 million during the three months ended March 31, 2015 compared to $9.6 million during the comparable 2014 period. 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 income, net. The components of Other income, net for the three months ended March 31 are as follows (in thousands):

	Three Months Ended March 31,	
	2015	2014
Foreign currency (gain) loss, net	(23,134)	606
Equity loss (earnings) from unconsolidated subsidiaries, net	851	(1,907)
Costs associated with unused financing commitments	11,810	—
Other miscellaneous	(1,522)	(5,107)
Other income, net	$ (11,995)	$ (6,408)

Income tax (benefit) expense. During the three months ended March 31, 2015, we recognized an income tax benefit of $166.9 million on $16.4 million of loss from continuing operations before income tax, compared to $12.7 million of tax expense on $34.7 million of loss 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 was listed as held for sale in the current period. 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.

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 $226.2 million of loss, net of tax, during the three months ended March 31, 2015 compared to $385.9 million of loss, net of tax, in the comparable 2014 period. The fluctuation in Discontinued operations, net of tax was mainly related to a decrease in litigation charges of $621.0 million associated with mesh-related product liability claimants, partially offset by an impairment charge of $222.8 million recorded during the three months ended March 31, 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 $225.5 million due primarily to a decrease in pre-tax losses.

Net 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, based on the exchange rate in effect on December 31, 2014. 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 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 did not recognize Net income attributable to noncontrolling interests during the three months ended March 31, 2015 as a result of the HealthTronics and Paladin transactions mentioned above. The Company recognized $3.6 million of income in the comparable 2014 period.

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 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; 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 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 months ended March 31 (in thousands):

	Three Months Ended March 31,	
	2015	2014
Net revenues to external customers:		
U.S. Branded Pharmaceuticals	$ 284,507	$ 234,165
U.S. Generic Pharmaceuticals	356,962	211,855
International Pharmaceuticals (1)	72,659	24,822
Total net revenues to external customers	$ 714,128	$ 470,842

(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 months ended March 31 (in thousands):

	Three Months Ended March 31,	
	2015	2014
Pain:		
Lidoderm®	$ 25,160	$ 33,080
Opana® ER	46,859	46,953
Percocet®	36,299	28,980
Voltaren® Gel	45,471	37,559
	$ 153,789	$ 146,572
Urology Retail:		
Fortesta® Gel, including Authorized Generic	$ 14,490	$ 11,143
Testim®, including Authorized Generic	9,429	—
	$ 23,919	$ 11,143
Specialty:		
Supprelin® LA	$ 16,282	$ 13,757
XIAFLEX®	27,966	—
	$ 44,248	$ 13,757
Branded Other Revenues	62,026	22,933
Royalty and Other Revenues	525	39,760
Total U.S. Branded Pharmaceuticals	$ 284,507	$ 234,165

Pain

Net sales of Lidoderm® for the three months ended March 31, 2015 decreased 24% to $25.2 million from the comparable 2014 period. Net sales were negatively impacted by the September 16, 2013 launch of Actavis's lidocaine patch 5%, a generic form of

Lidoderm®. To the extent additional competitors are able to launch generic versions of Lidoderm®, our revenues could decline. In May 2014, the Company's U.S. Generic Pharmaceuticals segment launched its authorized generic of Lidoderm®.

Net sales of Opana® ER for the three months ended March 31, 2015 were consistent with the comparable 2014 period. 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 months ended March 31, 2015 increased 25% to $36.3 million from the comparable 2014 period. This revenue increase was primarily attributable to price increases.

Net sales of Voltaren® Gel for the three months ended March 31, 2015 increased 21% to $45.5 million from the comparable 2014 period. This revenue increase was 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 months ended March 31, 2015 increased 30% to $14.5 million from the comparable 2014 period. This revenue increase was primarily attributable to the launch of the authorized generic in September 2014, partially offset by reduced volume of Fortesta® Gel sales.

Net sales of Testim®, including Authorized Generic for the period from January 29, 2015 to March 31, 2015 were $9.4 million and were a result of the acquisition of Auxilium.

Specialty

Net sales of Supprelin® LA for the three months ended March 31, 2015 increased 18% to $16.3 million from the comparable 2014 period. This revenue increase was primarily attributable to price increases.

Net sales of XIAFLEX® for the treatment of Peyronie's disease and Dupuytren's contracture for the period from January 29, 2015 to March 31, 2015 were $28.0 million and were a result of the acquisition of Auxilium.

Branded Other

Net sales of Branded Other products for the three months ended March 31, 2015 increased 170% to $62.0 million from the comparable 2014 period. This revenue increase was primarily attributable to the acquisitions of Sumavel® and Auxilium, which we acquired in April 2014 and January 2015, respectively.

Royalty and Other

Net Royalty and Other revenues included in U.S. Branded Pharmaceuticals for the three months ended March 31, 2015 decreased 99% to $0.5 million from the comparable 2014 period. This revenue decrease was 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 months ended March 31, 2015 increased 68% to $357.0 million from the comparable 2014 period. This increase was primarily attributable to $48.0 million of revenue due to the May 2014 launch of our authorized generic of Lidoderm® and $11.7 million of revenue due to the acquisition of DAVA, which was acquired in August 2014. Also contributing to this increase was an increase in demand for generic pain products.

International Pharmaceuticals. Revenues from our International Pharmaceuticals segment for the three months ended March 31, 2015 increased 193% to $72.7 million from the comparable 2014 period. This revenue increase relates 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 months ended March 31 (in thousands):

	Three Months Ended March 31,	
	2015	2014
Adjusted income (loss) from continuing operations before income tax:		
U.S. Branded Pharmaceuticals	$ 159,421	$ 134,417
U.S. Generic Pharmaceuticals	$ 183,457	$ 73,797
International Pharmaceuticals	$ 8,294	$ 9,295
Corporate unallocated	$ (103,422)	$ (78,897)

U.S. Branded Pharmaceuticals. Adjusted income from continuing operations before income tax for the three months ended March 31, 2015 increased 19% to $159.4 million from the comparable 2014 period. This increase was primarily attributable to the acquisition of Auxilium.

U.S. Generic Pharmaceuticals. Adjusted income from continuing operations before income tax for the three months ended March 31, 2015 increased 149% to $183.5 million from the comparable 2014 period. 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 months ended March 31, 2015 decreased 11% to $8.3 million from the comparable 2014 period. This decrease was primarily attributable to increased operating expenses associated with the expansion of our global operations, mostly offset by increased revenues.

Corporate unallocated. Corporate unallocated adjusted loss from continuing operations before income tax for the three months ended March 31, 2015 increased 31% to $103.4 million from the comparable 2014 period. This increase was 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 from continuing operations before income tax, which is determined in accordance with U.S. GAAP, for the three months ended March 31 (in thousands):

	Three Months Ended March 31,	
	2015	2014
Total segment adjusted income from continuing operations before income tax:	$ 351,172	$ 217,509
Corporate unallocated costs	(103,422)	(78,897)
Upfront and milestone payments to partners	(2,667)	(11,155)
Asset impairment charges	(7,000)	—
Acquisition-related and integration items (1)	(34,640)	(45,269)
Separation benefits and other cost reduction initiatives (2)	(41,807)	1,930
Excise tax (3)	—	(60,000)
Amortization of intangible assets	(95,269)	(39,670)
Inventory step-up and certain excess costs that will be eliminated pursuant to integration plans	(39,916)	(3,581)
Non-cash interest expense related to the 1.75% Convertible Senior Subordinated Notes	(1,379)	(5,969)
Loss on extinguishment of debt	(980)	(9,596)
Certain litigation-related charges, net	(13,000)	—
Foreign currency impact related to the remeasurement of intercompany debt instruments	21,090	—
Costs associated with unused financing commitments	(11,810)	—
Acceleration of Auxilium employee equity awards at closing	(37,603)	—
Other, net	854	—
Total consolidated loss from continuing operations before income tax	$ (16,377)	$ (34,698)

(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 $32.4 million for the three months ended March 31, 2015 and 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.

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 approximately $1,885.8 million at March 31, 2015 compared to $1,931.1 million at December 31, 2014. Working capital at March 31, 2015 includes restricted cash and cash equivalents of $528.8 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 approximately $377.5 million at March 31, 2015 compared to $408.8 million at December 31, 2014.

During 2015, we expect cash generated from operations 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.

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 repurchase 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 March 31, 2015, the Company’s indebtedness includes the 2014 Credit Facility with combined outstanding borrowings of $1,479.5 million and additional availability under a $750.0 million revolving credit facility, substantially all of which is available at March 31, 2015.

The 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 March 31, 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. The dilutive impact of the Auxilium Notes was calculated using the if-converted method, assuming the notes were converted at the time of issuance.

At March 31, 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 March 31, 2015, we were in compliance with all covenants.

At March 31, 2015, our indebtedness also included $98.7 million of 1.75% Convertible Senior Subordinated Notes due April 15, 2015 (the Convertible Notes). The remaining related warrants have a dilutive effect on our net income per share to the extent that the price of our ordinary shares exceeds the strike price of the warrants at exercise.

The following table provides the range of shares that would be included in the dilutive net loss per share calculations for the convertible notes and warrants based on share price sensitivity (in thousands except per share data):

	Three Months Ended March 31, 2015			
	-5%	Actual	+5%	+10%
Average market price of Endo ordinary shares:	$ 79.46	$ 83.64	$ 87.82	$ 92.00
Impact on dilutive shares:				
Convertible notes	2,971	3,033	3,089	3,141
Warrants	1,675	1,764	1,837	1,908
	4,646	4,797 (1)	4,926	5,049

(1) Represents the amount included in total diluted shares outstanding of 176.8 million for the three month period ended March 31, 2015.

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

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

	March 31, 2015	December 31, 2014
Total current assets	$ 5,327,869	$ 5,080,261
Less: total current liabilities	(3,442,020)	(3,149,126)
Working capital	$ 1,885,849	$ 1,931,135
Current ratio	1.5:1	1.6:1
Days sales outstanding	51	48

Working capital decreased by $45.3 million from December 31, 2014 to March 31, 2015. This decrease related primarily to cash used for the acquisition of Auxilium, a decrease in assets held for sale, 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. These decreases were partially offset by proceeds from the senior notes and cash from the exercise of options.

The following table summarizes our Condensed Consolidated Statements of Cash Flows for the quarters ended March 31 (in thousands):

	Three Months Ended March 31,	
	2015	2014
Net cash flow provided by (used in):		
Operating activities	$ (89,808)	$ (246,943)
Investing activities	(930,484)	641,799
Financing activities	996,861	102,402
Effect of foreign exchange rate	(7,861)	12
Net (decrease) increase in cash and cash equivalents	$ (31,292)	$ 497,270

Net cash used in operating activities. Net cash used in operating activities was $89.8 million for the three months ended March 31, 2015 compared to $246.9 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 $157.1 million decrease in Net cash used in operating activities for the three months ended March 31, 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 2014 payments to settle various litigation matters of approximately $198.7 million, which included the Department of Justice settlement related to its investigation into the sale, marketing and promotion of Lidoderm®. This decrease was partially offset by cash payments made during 2015 of $131.0 million, primarily out of the Qualified Settlement Funds, related to mesh litigation settlements.

Net cash (used in) provided by investing activities. Net cash used in investing activities was $930.5 million for the three months ended March 31, 2015 compared to $641.8 million provided by investing activities in the comparable 2014 period.

This $1,572.3 million fluctuation in cash used in investing activities for the three months ended March 31, 2015 compared to the comparable 2014 period relates primarily to an increase in cash used for acquisitions related to the acquisitions of Auxilium and Lehigh Valley Technologies, Inc. of $798.4 million. Cash previously held in escrow of $770.0 million was released upon the close of the Paladin transaction during the three months ended March 31, 2014, which resulted in a corresponding cash inflow for investing activities. This amount was partially offset by cash released from the Qualified Settlement Funds for mesh settlements and cash released from the escrow account associated with the acquisition of the remaining outstanding share capital of Litha during the three months ended March 31, 2015. We also paid $172.9 million into the Qualified Settlement Funds for mesh settlements during the first quarter of 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 $996.9 million for the three months ended March 31, 2015 compared to $102.4 million provided by financing activities in the comparable 2014 period.

Items contributing to the $894.5 million increase in cash provided by financing activities for the three months ended March 31, 2015 compared to the comparable 2014 period include an increase in proceeds from the issuance of notes of $1,200.0 million and a decrease in principal payments on term loan indebtedness of $1,384.6 million, partially offset by a decrease in proceeds from the issuance of term loans of $1,525.0 million, an increase in the repurchase of convertible notes of $149.1 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. As of March 31, 2015, other than the 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 2014 Credit Facility. To the extent we utilize amounts under our 2014 Revolving Credit Facility, we would be exposed to additional interest rate risk. At March 31, 2015, our Term Loan Facility includes floating-rate debt of approximately $1,479.5 million. Based on this amount, a 1% rise in interest rates would result in approximately $14.8 million in incremental annual interest expense.

As of March 31, 2015 and 2014, we had no other assets or liabilities with significant interest rate sensitivity.

Investment Risk

At March 31, 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 income, net.

Fluctuations in foreign currency rates resulted in net gains of $23.1 million during the three months ended March 31, 2015. This compares to a net loss of $0.6 million during the three months ended March 31, 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 March 31, 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 March 31, 2015.

Changes in Internal Control over Financial Reporting

The Company acquired certain entities during the three months ended March 31, 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 three months ended March 31, 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®.

Our subsidiary Auxilium must strive to ensure that all of the processes, methods, equipment and facilities employed in the manufacturing operations at its Horsham and Rye facilities and the Proposed Alternate Facility are compliant with the latest current-Good Manufacturing Practice (cGMP) requirements. If Auxilium or the Proposed Alternate Manufacturer fail to comply with these 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® made at the Horsham facilities or the Proposed Alternate Facility or TESTOPEL® made at the Rye facilities in clinical trials, refusal of the government to allow distribution of XIAFLEX® or TESTOPEL® for commercialization, 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

During the first quarter of 2015, we issued an aggregate of 5.2 million ordinary shares valued at approximately $408.6 million and paid approximately $148.9 million of cash in exchange for approximately $349.9 million aggregate principal amount of the Auxilium Notes, representing substantially all of the Auxilium Notes. The issuance of these ordinary shares was 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 March 31, 2015:

Period	Total Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plan
January 1, 2015 to January 31, 2015	—	—	—
February 1, 2015 to February 28, 2015	—	—	—
March 1, 2015 to March 31, 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.

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: May 11, 2015

Exhibit Index

Exhibit No.	Title
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)
10.239	Purchase Agreement, dated March 2, 2015, by and among American Medical Systems Holdings, Inc., Endo Health Solutions Inc., and Boston Scientific Corporation
10.240	Supplemental Indenture, dated March 20, 2015, among Aphrodite Women's Health, LLC, Endo Ventures Cyprus Limited, 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
10.241	Counterpart to Registration Rights Agreement, dated March 20, 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
10.242	Supplemental Indenture, dated March 20, 2015, among Aphrodite Women's Health, LLC, Endo Ventures Cyprus Limited, 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
10.243	Counterpart to Registration Rights Agreement, dated March 20, 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
10.244	Supplemental Indenture, dated March 20, 2015, among Aphrodite Women's Health, LLC, Endo Ventures Cyprus Limited, 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
10.245	Counterpart to Registration Rights Agreement, dated March 20, 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
10.246	Supplemental Indenture, dated March 20, 2015, among Aphrodite Women's Health, LLC, Endo Ventures Cyprus Limited, 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
10.247	Supplemental Indenture, dated March 20, 2015, among Aphrodite Women's Health, LLC, Endo Ventures Cyprus Limited, 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
10.248	Counterpart to Registration Rights Agreement, dated March 20, 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
10.249	Supplemental Indenture, dated March 20, 2015, among Aphrodite Women's Health, LLC, Endo Ventures Cyprus Limited, 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
10.250	Counterpart to Registration Rights Agreement, dated March 20, 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
10.251	Agreement and Plan of Merger dated April 26, 2013, by and among Actient Holdings LLC, a Delaware limited liability company, Auxilium Pharmaceuticals, Inc., a Delaware corporation, Opal Acquisition, LLC, a Delaware limited liability company and wholly owned subsidiary of Auxilium Pharmaceuticals, Inc., GTCR Fund IX/B, L.P., a Delaware limited partnership, and GTCR Fund IX/A, L.P., a Delaware limited partnership, solely in its capacity as representative for GTCR Fund IX/B, L.P. and the Actient Holdings LLC Unitholders and Optionholders (incorporated by reference to Exhibit 2.1 to the Auxilium Current Report on Form 8-K, filed with the Commission on April 29, 2013)
10.252	Indenture by and between Auxilium Pharmaceuticals, Inc. and Wells Fargo Bank, National Association, dated January 30, 2013 (incorporated by reference to Exhibit 10.4 to the Auxilium Current Report on Form 8-K, filed with the Commission on January 31, 2013)
10.253	First Supplemental Indenture by and between Auxilium Pharmaceuticals, Inc. and Wells Fargo Bank, National Association, dated January 30, 2013 (incorporated by reference to Exhibit 4.2 to the Auxilium Current Report on Form 8-K, filed with the Commission on January 31, 2013)

10.254	Form of Convertible Note (incorporated by reference to Exhibit 4.3 (which was included in Exhibit 4.2) to the Auxilium Current Report on Form 8-K, filed with the Commission on January 31, 2013)
10.255*	License Agreement, dated May 31, 2000, as amended, between Bentley Pharmaceuticals, Inc. and Auxilium (incorporated by reference to Exhibit 10.2 to the Auxilium Quarterly Report on Form 10-Q, filed with the Commission on May 8, 2009)
10.256*	Second Amended and Restated Development and License Agreement, dated August 31, 2011, by and between BioSpecifics Technologies Corp. and Auxilium (incorporated by reference to Exhibit 10.1 to the Auxilium Current Report on Form 8-K, filed with the Commission on September 1, 2011)
10.257*	Settlement Agreement, dated as of August 31, 2011, by and between Auxilium and BioSpecifics Technologies Corp. (incorporated by reference to Exhibit 10.2 to the Auxilium Current Report on Form 8-K, filed with the Commission on September 1, 2011)
10.258*	Manufacturing Agreement, dated January 19, 2011, between Auxilium and DPT Laboratories, Ltd. (incorporated by reference to Exhibit 10.3 to the Auxilium Quarterly Report on Form 10-Q, filed with the Commission on May 10, 2011)
10.259*	Supply Agreement, dated June 26, 2008, between Auxilium and Hollister-Stier Laboratories LLC (incorporated by reference to Exhibit 10.1 to the Auxilium Quarterly Report on Form 10-Q, filed with the Commission on August 8, 2008)
10.260*	Development, Commercialization and Supply Agreement, dated March 22, 2011, by and among Auxilium, Auxilium International Holdings, Inc. and Asahi Kasei Pharma Corporation (incorporated by reference to Exhibit 10.4 to the Auxilium Quarterly Report on Form 10-Q, filed with the Commission on May 10, 2011)
10.261*	Collaboration Agreement, dated February 22, 2012, by and among Auxilium, Auxilium International Holdings, Inc. and Actelion Pharmaceuticals, Ltd. (incorporated by reference to Exhibit 10.1 to the Auxilium Quarterly Report on Form 10-Q, filed with the Commission on May 10, 2012)
10.262*	Collaboration Agreement, dated July 15, 2013, by and among Swedish Orphan Bovitrum AB, AUXILIUM UK LTD, and Auxilium International Holdings, Inc. (incorporated by reference to Exhibit 10.1 to the Auxilium Quarterly Report on Form 10-Q, filed with the Commission on August 1, 2013)
10.263*	License and Commercialization Agreement, dated October 10, 2013, by and between VIVUS, Inc. and Auxilium Pharmaceuticals, Inc. (incorporated by reference to Exhibit 10.14 to the Auxilium Annual Report on Form 10-K, filed with the Commission on February 28, 2014)
10.264*	Commercial Supply Agreement, dated October 10, 2013, by and between VIVUS, Inc. and Auxilium Pharmaceuticals, Inc. (incorporated by reference to Exhibit 10.15 to the Auxilium Annual Report on Form 10-K, filed with the Commission on February 28, 2014)
10.265	Registration Rights Agreement dated April 26, 2013, by and between Auxilium Pharmaceuticals, Inc., a Delaware corporation and GTCR Fund IX/A, L.P., a Delaware limited partnership, solely in its capacity as representative for the GTCR Fund IX/B, L.P., and the Actient Holdings LLC's Unitholders and Optionholders (incorporated by reference to Exhibit 10.2 to the Auxilium Current Report on Form 8-K, filed with the Commission on April 29, 2013)
10.266*	Distribution and Supply Agreement, dated April 1, 2014, by and between Prasco, LLC and Auxilium Pharmaceuticals, Inc. (incorporated by reference to Exhibit 10.1 to the Auxilium Quarterly Report on Form 10-Q, filed with the Commission on August 7, 2014)
10.267	Agreement and Plan of Merger, dated as of October 8, 2014, by and among Auxilium Pharmaceuticals, Inc., Endo International plc, Endo U.S. Inc., and Avalon Merger Sub Inc. (incorporated by reference to Exhibit 2.1 to the Auxilium Current Report on Form 8-K, filed with the Commission on October 9, 2014)
10.268	Executive Employment Agreement between Endo Health Solutions Inc. and Matthew J. Maletta, effective as of April 28, 2015 (incorporated by reference to Exhibit 10.1 of the Endo International plc Current Report on Form 8-K, filed with the commission on April 30, 2015)
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 March 31, 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

PURCHASE AGREEMENT

among

AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.

ENDO HEALTH SOLUTIONS INC.,

and

BOSTON SCIENTIFIC CORPORATION,

dated as of

MARCH 2, 2015

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PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement"), dated as of March 2, 2015, is entered into by and among American Medical Systems Holdings Inc., a Delaware corporation ("AMS Seller"), Endo Health Solutions Inc., a Delaware corporation (the "Foreign Sub Seller," or, together with AMS Seller, the "Sellers"), and Boston Scientific Corporation, a Delaware corporation ("Purchaser").

RECITALS

WHEREAS, AMS Seller, a wholly owned indirect Subsidiary (as defined below) of Endo International plc, owns all of the issued and outstanding membership interests (the "AMS Interests") of American Medical Systems, LLC, a Delaware limited liability company, f/k/a American Medical Systems, Inc. ("AMS");

WHEREAS, AMS Seller has transferred, or shall transfer prior to the Closing, all of the issued and outstanding shares (collectively, the "Foreign Sub Shares" or, collectively with the AMS Interests, the "Interests") of common stock of each of AMS-American Medical Systems do Brasil Produtos Urlogicos e Ginecologicos Ltda, a limited liability company incorporated under the laws of Brazil ("AMS Brazil"), American Medical Systems Canada Inc., a corporation organized under the laws of Canada ("AMS Canada"), American Medical Systems Luxembourg S.à.r.l, a private limited liability company incorporated under the laws of Luxembourg ("AMS Lux") and American Medical Systems Australia Pty. Ltd., a proprietary limited company incorporated under the Corporation Law of Victoria, Australia having Australian Company Number 084 063 178 ("AMS Australia" or, collectively with AMS Brazil, AMS Canada and AMS Lux, the "Foreign Subs"; or the Foreign Subs collectively with AMS, the "Companies") to Foreign Sub Seller, an indirect wholly owned Subsidiary of Endo International plc; and

WHEREAS, upon the terms and subject to the conditions set forth herein, Sellers desire to sell, assign, transfer, convey and deliver to Purchaser, and certain of its Affiliates, and Purchaser and certain of its Affiliates, desire to purchase, acquire and accept from Sellers, the Interests.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 Certain Definitions. For purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

"Accounting Principles" means the principles and calculations set forth on Exhibit A.

"Action or Proceeding" means any action, suit, proceeding, investigation, inquiry, arbitration, Governmental Order, hearing, assessment with respect to fines or penalties, or litigation (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before any Governmental Authority.

"Affiliate" means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with such other Person. For purposes of determining whether a Person is an Affiliate, the term "control" and its correlative forms "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of securities, contract or otherwise.

"Ancillary Agreements" means the AMS Transition Services Agreement, the Reverse Transition Services Agreement, the Seller Transition Services Agreement, the Preferred Stock Purchase Agreement, the Preferred Stock Security Agreement, the Intellectual Property Rights Agreement and the Contract Manufacturing Agreement.

"Assumed Liabilities" means any and all Liabilities, whether arising before, on or after the Closing Date, to the extent relating to, resulting from or arising out of the present, past or future operation, conduct or actions of the Business, including Liabilities relating to Shared Contracts to the extent allocated to Purchaser pursuant to Section 5.28 but excluding any Liabilities of Sellers for Taxes related to the Business in respect of periods prior to the Closing Date.

"Business" means the business of developing, manufacturing, marketing, distributing, selling and servicing (as applicable) the Devices as conducted by the Companies or their Subsidiaries.

"Business Day" means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York or Boston, Massachusetts are authorized or required by Law to be closed for business.

"Business Employee" shall mean any employee of the Companies or any of their Subsidiaries or any Non-Company Business Employee listed on Section 1.1(a) of the Disclosure Schedules, which Section shall be revised prior to the Closing to include any employee hired by the Companies or any of their Subsidiaries prior to the Closing for performance of services to the Business in accordance with Section 5.01(a)(xviii).

"Business Intellectual Property" means all Company Intellectual Property and all Licensed Intellectual Property.

"Cash and Cash Equivalents" means, as of any date and time, with respect to the Companies and each of their Subsidiaries, all highly liquid investments with original maturities of less than 90 days when acquired, including cash, checks, money orders, short-term instruments and other cash equivalents, funds in time and demand deposits or similar accounts, and any evidence of indebtedness issued or guaranteed by any Governmental Authority held by the Companies or any of their Subsidiaries, determined in accordance with the Accounting Principles.

"Closing Time" means, in respect of the Companies and their Subsidiaries, 11:59 p.m., New York time, on the calendar day immediately preceding the Closing Date.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Restructuring" means the consummation of the transactions contemplated by Section 1.1(b) of the Disclosure Schedules.

"Confidentiality Agreement" means the Confidentiality Agreement, dated as of June 4, 2013, between Purchaser and Foreign Sub Seller, as supplemented by the Clean Team Confidentiality Agreement Addendum, dated as of September 24, 2014 between Purchaser and Foreign Sub Seller.

"Contract" means any agreement, contract, subcontract, settlement agreement, lease, sublease, instrument, note, option, bond, mortgage, indenture, trust document, loan or credit agreement, purchase order, sales order, license, sublicense, insurance policy, benefit plan or other commitment, obligation or arrangement which is binding upon the Companies or any of their Subsidiaries.

"Current Assets" means, as of any date and time, the sum of all current assets and inventories of the Business, determined in accordance with the Accounting Principles; provided that Current Assets shall not include Cash and Cash Equivalents or income Taxes (current or deferred), Other Adjustments or intercompany accounts among the Companies or any of their Subsidiaries, on the one hand, and any Subsidiaries of the Companies, on the other hand.

"Current Liabilities" means, as of any date and time, the sum of all current Liabilities of the Business, determined in accordance with the Accounting Principles, provided that Current Liabilities shall not include any Liabilities for Indebtedness, any Liabilities for Transfer Taxes and income Taxes (current or deferred), any Liabilities for Other Adjustments or any Liabilities for intercompany accounts among the Companies and each of their Subsidiaries, on the one hand, and any Subsidiaries of the Companies, on the other hand.

"Data Room" shall mean that certain electronic data room for "Project Apollo" run by RR Donnelley at http://www.rrdvenue.com and maintained by the Sellers for purposes of facilitating the due diligence of Purchaser, other potential acquirors of the Companies and their respective Representatives with respect to the transactions contemplated by this Agreement.

"Determination" means a determination as defined in Section 1313(a) of the Code or any similar state, local or foreign Tax Law.

"Device" means any medical and surgical devices manufactured, marketed, developed, in development, sold and distributed by the Companies or their Subsidiaries (other than JetTouch™): (i) to diagnose and treat male pelvic disorders, including: AMS Ambicor™ Inflatable Penile Implant, AMS 700™ Inflatable Penile Implant, AMS Spectra™ Concealable Penile Implant, AdVance™ Male Sling System, Thermatrx™, InVance™ and Urolume™, (ii) for laser therapy, including: GreenLight™ Laser Therapy, StoneLight™, and Aura™, and (iii) for artificial sphincter control, including: AMS 800™ Urinary Control System, in each case, as well as any variations of such devices, past or present, including accessories for each of the foregoing.

"Earnout Amount" means an amount in cash equal to the amount determined pursuant to one, but only one, of the following clauses (i) through (ii): (i) if Net Sales for the Earnout Period are less than $500,000,000, zero Dollars; or (ii) otherwise, an amount equal to $50,000,000.

"Earnout Period" means the calendar year 2016.

"Employees" means those Business Employees employed by the Companies immediately prior to the Closing.

"Encumbrance" means any security interest, pledge, mortgage, lien, charge, encumbrance, conditional sale agreement, retention agreement, easement, deed of trust, hypothecation, conditional sale, restrictive covenant or restriction of any kind, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, any mortgage, deed of trust, pledge, hypothecation, encumbrance, security interest, assessment, levy, charge or other encumbrance of any kind, collateral assignment or other lien of

any kind, in each case, except for any restrictions on transfer generally arising under any applicable federal or state securities Laws.

"Environmental Law" means any Law governing pollution or the protection of human health, natural resources or the environment, including those governing the handling, use, storage, treatment or disposal of, or exposure to, Hazardous Substances.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"Excluded Assets" means any and all assets (i) primarily related to the Women's Health Business, (ii) primarily related to the "Jet Touch" business, including the assets set forth on Section 1.1(c) of the Disclosure Schedules, and (iii) comprised of benefits, payments or other rights relating to Shared Contracts to the extent allocated to the Sellers pursuant to Section 5.28.

"Excluded Employees" means any employees of the Companies or their Subsidiaries other than the Business Employees.

"Excluded Liabilities" means any and all Liabilities, whether arising before, on or after the Closing Date, other than the Assumed Liabilities, (i) relating to, resulting from or arising out of the Excluded Assets, or (ii) relating to Shared Contracts to the extent allocated to the Sellers pursuant to Section 5.28.

"Final Purchase Price" means the Preliminary Purchase Price, *plus* any Net Adjustment Amount paid to Sellers pursuant to Section 2.03(d)(i), *minus* any Net Adjustment Amount paid to Purchaser pursuant to Section 2.03(d)(ii), *plus* the Earnout Amount (if any) paid to Sellers pursuant to Section 2.06.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"General Survival Date" means the date that is 15 months from the Closing Date.

"Governmental Authority" means any government or governmental, administrative or regulatory body thereof, whether federal, state, local, municipal, foreign, national or supranational, any agency or instrumentality thereof and any court, tribunal or judicial or arbitral body thereof.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award made, issued or entered into by or with any Governmental Authority.

"Hazardous Substance" means any substance, material or waste regulated as hazardous or toxic, or as a pollutant or contaminant, under any Environmental Law, including any asbestos, petroleum (including breakdown products and by-products thereof), poly-chlorinated biphenyls and radioactive materials.

"Healthcare Regulatory Authority" means any Governmental Authority that regulates or has jurisdiction over any Health Care Law.

"Indebtedness" means, as of any date and time, with respect to any Person, without duplication, including all accrued and unpaid interest thereon, premiums and penalties (such as breakage costs and prepayment or early termination penalties) or other amounts owing in respect of: (A) the principal of (1) such Person's indebtedness, whether or not contingent, for borrowed money and (2) indebtedness of such Person evidenced by notes, debentures, bonds or other similar instruments; (B) all of such Person's obligations, whether or not contingent, for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (C) all of such Person's obligations under any lease that is required to be capitalized for financial reporting purposes under GAAP (with the amount of Indebtedness in respect of any such lease being the capitalized amount thereof that would appear on a balance sheet prepared in accordance with GAAP); (D) all of such Person's obligations for the deferred purchase price of property or services to the extent such property was acquired, or such services were performed, prior to such date and time, (E) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property) and (F) all obligations of the type referred to in clauses (A) through (E) above of other Persons for which such first Person or any of its Subsidiaries has guarantees directly or indirectly of such obligations or other arrangements having the effect of a guarantee, and (G) all Indebtedness referred to in clauses (A) through (E) above of other Persons secured by (or for which such other Person has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such first Person, even though such first Person has not assumed or become liable for the payment of such Indebtedness; provided that Indebtedness of such Person shall not include (i) Indebtedness with respect to which any such guarantee by such Person or security or Lien on the property of such Person shall be extinguished or released in full in connection with the occurrence of the Closing without payment of money by such Person after the Closing Time or (ii) any intercompany indebtedness, payables or receivables between or among such Person and any of its wholly owned subsidiaries.

"Knowledge of Purchaser" or any other similar knowledge qualification means the actual knowledge of those persons listed on Section 1.1(d) of the Disclosure Schedules after reasonable inquiry by each such person of such person's direct reports.

"Knowledge of Sellers" or any other similar knowledge qualification means the actual knowledge of those persons listed on Section 1.1(e) of the Disclosure Schedules after reasonable inquiry by each such person of such person's direct reports.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, encumbrance, security interest, assessment, adverse claim, levy, charge or other encumbrance of any kind, collateral assignment or other lien of any kind.

"Liabilities" means any and all Indebtedness, liabilities and obligations, whether accrued, fixed or contingent, mature or inchoate, known or unknown, reflected on a balance sheet or otherwise, including those arising under any Law, Governmental Order or Action, and those arising under any Contract, commitment or undertaking.

"Licensed Intellectual Property" means all Intellectual Property licensed to AMS and its Affiliates pursuant to the Intellectual Property Rights Agreement.

"Losses" means any and all losses, damages, Liabilities, costs and expenses, interest, awards, judgments and penalties (including reasonable attorneys' and consultants' fees).

"Material Adverse Effect" means any change, event, development or circumstance that, individually or in the aggregate with other changes, events, developments or circumstances, (a) has had a material adverse effect, or would reasonably be expected to have a material adverse effect, on the business, operations, assets, results of operations or condition (financial or otherwise) of the Business, the Companies and their Subsidiaries taken as a whole or (b) materially and adversely affects the ability of Sellers to consummate the transactions contemplated by this Agreement or materially and adversely affects the ability of Sellers or their Affiliates to perform their respective obligations under the Ancillary Agreements prior to the Outside Date; provided that, any change, event, development or circumstance to the extent resulting from, relating to or arising out of the following shall not, in the case of clause (a) only, be taken into account in determining the existence of a Material Adverse Effect: (i) general economic conditions, including changes in (x) financial or credit market conditions or (y) interest rates or currency exchange rates used by the Business, in the U.S. or in any of the geographical areas in which the Business is conducted; (ii) conditions generally affecting any of the industries in which the Business operates; (iii) acts of God or other calamities, national or international political or social actions or conditions, including the engagement by any country in hostilities, whether commenced before or after the date hereof, and whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack;

(iv) changes in applicable Law or in GAAP or interpretations of either; (v) any failure to meet internal projections relating to the Business (provided that, to the extent not the subject of any of the foregoing clauses (i) through (iv) above or clauses (vi) through (ix) below, the underlying cause of any such failure to meet internal projections may be taken into account to determine whether a Material Adverse Effect has occurred); (vi) the execution, announcement or pendency of this Agreement and the other agreements contemplated hereby, including by reason of the identity of Purchaser or any communication by Purchaser regarding the plans or intentions of Purchaser with respect to the Business and including the impact of any of the foregoing on relationships with customers, suppliers, lenders, officers, employees or regulators and any suit, action or proceeding arising therefrom or in connection therewith (provided that nothing in this clause (vi) shall affect the rights of Purchaser in respect of the representations and warranties set forth in Section 3.04(c)); and (vii) any matter primarily related to, or if not primarily related to, to the extent related to, (1) any of the Excluded Assets or (2) any Excluded Liability; except in the cases of (i), (ii), (iii) and (iv) to the extent such change, event, development or circumstance, individually or in the aggregate, has a disproportionate effect on the Business, the Companies and their Subsidiaries taken as a whole, relative to other Persons operating in the same industries.

"Net Adjustment Amount" means (i) the amount by which Estimated Net Working Capital is less than Closing Net Working Capital as finally determined pursuant to Section 2.03(c) ("Final Net Working Capital") (which amount will be deemed to be zero if Estimated Net Working Capital is greater than Final Net Working Capital), *minus* (ii) the amount by which Estimated Net Working Capital is greater than Final Net Working Capital (which amount will be deemed to be zero if Estimated Net Working Capital is less than Final Net Working Capital), *plus* (iii) the amount by which Estimated Cash is less than Closing Cash as finally determined pursuant to Section 2.03(c) ("Final Cash") (which amount will be deemed to be zero if Estimated Cash is greater than Final Cash), *minus* (iv) the amount by which Estimated Cash is greater than Final Cash (which amount will be deemed to be zero if Estimated Cash is less than Final Cash), *minus* (v) the amount by which Estimated Indebtedness is less than Closing Indebtedness as finally determined pursuant to Section 2.03(c) ("Final Indebtedness") (which amount will be deemed to be zero if Estimated Indebtedness is greater than Final Indebtedness), *plus* (vi) the amount by which Estimated Indebtedness is greater than Final Indebtedness (which amount will be deemed to be zero if Estimated Indebtedness is less than Final Indebtedness), *minus* (vii) the amount by which Estimated Other Adjustments is less than Closing Other Adjustments as finally determined pursuant to Section 2.03 ("Final Other Adjustments") (which amount will be deemed to be zero if Estimated Other Adjustments is greater than Final Other Adjustments), *plus* (viii) the amount by which Estimated Other Adjustments is greater than Final Other Adjustments (which amount will be deemed to be zero if Estimated Other Adjustments is less than Final Other Adjustments).

"Net Sales" means, with respect to the Earnout Period, the gross amount invoiced by or on behalf of the Purchaser or its Affiliates, licensees or sublicensees for the Devices owned or held for use by the Business prior to the Closing sold to third parties other than licensees or sublicensees in bona fide, arm's-length transactions, less the following deductions, without duplication, to the extent included in the gross invoiced sales price of such Devices or otherwise directly paid or incurred by the Purchaser, its affiliates, licensees or sublicensees acting on its behalf with respect to the sale of such Devices:

(1) normal and customary trade and quantity discounts actually allowed and properly taken directly with respect to sales of such Devices;

(2) amounts repaid or credited by reasons of defects, recalls, returns, rebates and allowances of goods or because of retroactive price reductions specifically identifiable to such Devices;

(3) chargebacks, rebates (or the equivalent thereof) and other amounts paid on sale or dispensing of such Devices;

(4) rebates (or the equivalent thereof) and administrative fees paid to medical healthcare organizations, to group purchasing organizations or to trade customers in line with approved contract terms or other normal and customary understandings and arrangements;

(5) amounts payable resulting from governmental (or agency thereof) mandated rebate programs or chargeback programs;

(6) tariffs, duties, excise, sales, value-added and other Taxes (other than Taxes based on income) and charges of Governmental Authorities;

(7) cash discounts for timely payment;

(8) rebates paid to wholesalers for inventory management programs;

(9) amounts repaid or credited or provisions made for uncollectible amounts on previously sold Devices; and

(10) required distribution commissions and fees (such as fees related to services provided pursuant to distribution service agreements with major wholesalers) payable to any third party providing distribution services to the Purchaser so long as such commissions and fees are consistent with the distribution commissions and fees payable in respect to other branded prescription products commercialized by the Business;

all as determined in accordance with the Business' usual and customary accounting methods, which shall be in accordance with GAAP; or in accordance with International Financial Reporting Standards ("IFRS"), should Purchaser be required to, or elect to maintain records and books of accounts in accordance with IFRS. Sales from the Purchaser to its affiliates, licensees or sublicensees shall be disregarded for purposes of calculating Net Sales. Any of the items set forth above that would otherwise be deducted from the invoice price in the calculation of Net Sales but which are charged to third parties shall not be deducted from the invoice price in the calculation of Net Sales. Further:

(w) In the event that Purchaser or any of its Affiliates divests any Device to a third party prior to the last day of the Earnout Period, the Net Sales attributable to such Device for the Earnout Period shall be calculated as above from the commencement of the Earnout Period through the date of the consummation of such divestiture, divided by the number of days from the commencement of the Earnout Period through such date, multiplied by 366;

(x) In the case of any sale or other disposal of a Device between or among the Business and its affiliates, licensees and sublicensees, for resale, Net Sales shall be calculated as above only on the value charged or invoiced on the first arm's-length sale thereafter to a third party;

(y) In the case of any sale which is not invoiced or is delivered before invoice, Net Sales shall be calculated at the time of shipment or when the Device is paid for, if paid for before shipment or invoice; and

(z) In the case of any sale or other disposal for value, such as barter or counter-trade, of any Device, or part thereof, other than in an arm's-length transaction exclusively for money and excluding any patient assistance programs, Net Sales shall be calculated as above on the value of the non-cash consideration received or the fair market price (if higher) of the Device in the country of sale or disposal.

"Net Working Capital" means Current Assets minus Current Liabilities. For illustrative purposes only, a calculation of Net Working Capital (assuming October 1, 2014 as the Closing Date) is set forth in Section 1.1(f) of the Disclosure Schedules.

"Non-Company Business Employee" shall mean any Business Employee who is not an employee of the Companies or any of their Subsidiaries immediately prior to the Closing, but performs services exclusively related to the Business and is listed on Section 1.1(a) of the Disclosure Schedules.

"Other Adjustments" means, as of any date and time, the aggregate amount of (i) all fees and expenses (whether or not yet invoiced) that have not been paid, incurred by or on behalf of,

or to be paid by, the Companies or their Subsidiaries in connection with the Sale Process or otherwise relating to the negotiation, preparation or execution of this Agreement or any documents or agreements contemplated hereby or the performance or consummation of the transactions contemplated hereby (other than with respect to any Transfer Taxes), including (A) all brokers' or finders' fees and (B) fees and expenses of counsel, advisors, consultants, investment bankers, accountants, auditors and experts, and relating to any "data rooms" including the Data Room (the fees and expenses described under this definition of Other Adjustments collectively, "Transaction Expenses"); (ii) the amounts payable under each Retention Agreement to the extent such amounts are payable by the Companies or one of their Subsidiaries and not reflected in Net Working Capital; and (iii) with respect to all fees and expenses paid or payable by Sellers or their Affiliates (including the Companies and their respective Subsidiaries) in connection with the Separation Activities, (A) if the aggregate amount of such fees and expenses do not exceed $15,000,000, such aggregate amount, (B) if the aggregate amount of such fees and expenses exceed $15,000,000 but do not exceed $25,000,000, the sum of $15,000,000 and 50% of the excess of such aggregate amount over $15,000,000 and (C) if the aggregate amount of such fees exceed $25,000,000, $20,000,000, in the case of clauses (A), (B) and (C) to the extent such amounts are payable by the Companies or one of their Subsidiaries following the Closing and not reflected in Net Working Capital.

"Permits" means all approvals, licenses, permits, authorizations and certificates issued by any Governmental Authority.

"Permitted Encumbrances" means each of the following as to which no enforcement, collection, execution, levy or foreclosure proceeding shall have been commenced and as to which none of the Companies or their Subsidiaries is otherwise subject to civil or criminal liability due to its existence: (i) Encumbrances incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security or to secure public or statutory obligations of any kind; (ii) mechanics', carriers', workers', repairers', materialmen's, warehousemen's and other similar Encumbrances which have arisen in the ordinary course of business securing obligations that (A) are not overdue for a period of more than 30 days and (B) are not in excess of $50,000 in the case of a single property or $250,000 in the aggregate at any time; (iii) Encumbrances approved by Purchaser; (iv) Encumbrances for Taxes not yet delinquent or that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP; (v) requirements and restrictions of zoning, building and other Laws, rules and regulations; (vi) statutory liens of landlords for amounts not yet due and payable; (vii) licenses of Intellectual Property granted in the ordinary course of business consistent with past practice; (viii) liens arising under conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business; (ix) Encumbrances which are not reasonably likely to materially impair the continued use of the asset or property to which they

relate, as used on the date hereof, or value thereof; (x) any state of facts which a current survey or inspection of the Owned Real Property would show (provided that such state of facts would not materially interfere with the conduct of the Companies' business as it is presently conducted at such Owned Real Property and would not materially adversely affect the value thereof); and (xi) Encumbrances that are recorded in the real property records and affect title to any Owned Real Property (provided that such Encumbrances do not materially interfere with the conduct of the business of the Companies or their Subsidiaries as it is currently conducted at such Owned Real Property and would not materially adversely affect the value thereof).

"Person" means any individual, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, association, trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof, as well as any syndicate or group that would be deemed to be a person or group under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

"Post-Closing Straddle Period" means the portion of any Straddle Period beginning after the Closing Date.

"Post-Closing Tax Period" means any taxable period beginning after the Closing Date.

"Pre-Closing Straddle Period" means the portion of any Straddle Period ending on the Closing Date.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date.

"Preliminary Purchase Price" shall equal $1,600,000,000 (i) *plus*, if the Estimated Net Working Capital exceeds the Reference Net Working Capital by more than the Collar Amount, an amount equal to such excess, (ii) *minus*, if the Reference Net Working Capital exceeds the Estimated Net Working Capital by more than the Collar Amount, an amount equal to such excess, (iii) *plus*, the Estimated Cash, (iv) *minus*, the Estimated Indebtedness and (v) *minus* other Estimated Other Adjustments.

"Privilege" means all privileges that may be asserted under applicable Law including privileges arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges).

"Publicly Available Software" means each of (i) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software, or pursuant to similar licensing and distribution models and (ii) any software that requires as a condition of use, modification, hosting, or distribution of such software, or of

other software used or developed with, incorporated into, derived from, or distributed with such software, that such software or other software (A) be disclosed or distributed in source code form; (B) be licensed for the purpose of making derivative works; (C) be redistributed, hosted or otherwise made available at no or minimal charge; or (D) be licensed, sold or otherwise made available on terms that (x) limit in any manner the ability to charge license fees or otherwise seek compensation in connection with marketing, licensing or distribution of such software or other software or (y) grant the right to decompile, disassemble, reverse engineer or otherwise derive the source code or underlying structure of such software or other software.

"Real Property" means the real property owned, leased or subleased by the Companies, together with all buildings, structures and facilities located thereon.

"Reference Net Working Capital" means $95,000,000.

"Release" means that term as so regulated under any Environmental Law, including the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq.

"Representative" means, with respect to a party, the controlled Affiliates, officers, directors, managers, employees, legal counsel, accountants, financial advisors, investment bankers, consultants and the other authorized agents, advisors and representatives of such party, in each case, acting in their capacity as such.

"Retention Agreement" means each retention, transaction bonus or change of control agreement entered into by the Companies or one of their Affiliates and an Employee prior to the Closing and set forth on Section 1.1(g) of the Disclosure Schedules.

"Sale Process" means the sale of the Business and all activities in connection therewith, including the solicitation of proposals from third parties and the consideration of, and actions taken in connection with, possible alternatives to some or all of the transactions contemplated by this Agreement.

"SEC" means the United States Securities and Exchange Commission.

"Separation Activities" means the separation of the Excluded Assets and Excluded Liabilities from the Business, including the implementation of the Company Restructuring, and the activities described in Section 5.08(d), Section 5.27 and Section 5.28.

"Stock Incentive Plans" mean the Sellers' 2010 Stock Incentive Plan, 2007 Stock Incentive Plan, 2004 Stock Incentive Plan, 2000 Stock Incentive Plan and Assumed Stock Incentive Plan (each, as amended and restated).

"Straddle Period" means any taxable period that includes, but does not end on, the Closing Date.

"Subsidiary" means, with respect to a Person, a corporation, partnership, joint venture, association, limited liability company or other entity of which such Person owns, directly or indirectly, more than 50% of the outstanding voting stock or other ownership interests.

"Tax" or "Taxes" means all federal, state, county, local or foreign taxes, charges, duties, fees, levies, imposts or other similar assessments imposed by a Governmental Authority, including all income, gross receipts, value added, add-on, capital gains, capital stock, production, inventory, sales, use, ad valorem, transfer, stock transfer, real property transfer, franchise, profits, license, withholding, alternative minimum, payroll, customs, employment, excise, estimated, severance, stamp, registration, documentary, recording, occupation, property, withholding or other taxes duties, fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, fines, or additional amounts imposed thereon by any Governmental Authority.

"Tax Authority" means a federal, state, local or foreign Governmental Authority having jurisdiction over the assessment, determination, collection or imposition of any Tax, as the context requires.

"Tax Return" means any declaration, estimate, return, report, information statement, schedule or other document (including any related or supporting information or any amendment of or supplement to any of the foregoing) with respect to Taxes that is required or permitted to be filed with any Tax Authority.

"Transfer Taxes" means any excise, sales, use, stock transfer, real property transfer, transfer, stamp, registration, documentary, recording or similar Tax imposed by any Tax Authority, including any interest, addition to tax or penalties related thereto, incurred as a result of the sale of the Interests pursuant to this Agreement, provided that Transfer Taxes shall not include (i) any non-resident capital gains Taxes incurred as a result of the Sale of the Interests, or (ii) any Taxes (including any non-resident capital gains Taxes) incurred in connection with the separation of the Excluded Assets and Excluded Liabilities from the Business, including the implementation of the Company Restructuring, or the transfer of the Foreign Sub Shares by AMS Seller to Foreign Sub Seller.

"Transferred Books and Records" shall mean all current and historical books, records, files and documents in the possession of Sellers or their Affiliates, or for which Sellers or their Affiliates have the right to deliver, pertaining to the Devices or otherwise relating primarily to the Business, in whatever form kept, including electronic form; provided that Sellers may (1) retain a copy of (A) all such business and financial records, (B) any other books and records to

the extent necessary for reporting, regulatory, tax, accounting or litigation purposes and (C) Transferred Books and Records shall not include books or records to the extent of any applicable restrictions on transfer pursuant to applicable Law (including Laws regarding personally identifiable information), and (2) redact any information from such Transferred Books and Records not pertaining to the Devices or primarily related to the Business prior to the delivery of such Transferred Books and Records to Purchaser (provided that such redaction shall not impair any information pertaining to the Devices or primarily related to the Business contained in the Transferred Books and Records).

"Women's Health Business" means the business of developing, manufacturing, marketing, distributing, selling and servicing (as applicable) medical and surgical devices to diagnose and treat female pelvic health disorders, including Women's Health Devices; provided that the "Women's Health Business" shall not include Devices.

"Women's Health Device" means any pelvic mesh product(s) manufactured, marketed, developed, in development, sold and distributed by the Companies or their Subsidiaries for the treatment of women (other than JetTouch™), including: BioArc® SP System, BioArc® SP System with InteXen® LP, BioArc® TO System, BioArc® TO System with InteXen® LP, MiniArc® Single-Incision Sling System, MiniArc® Precise™ Single-Incision Sling System, MiniArc Pro™ Single Incision Sling System, Monarc® Subfascial Hammock, Monarc® C Subfascial Hammock, Monarc® + Subfascial Hammock, RetroArc™ Retropubic Sling System, SPARC® Sling System, Apogee® System with IntePro®, Apogee® System with IntePro® Lite™, Apogee® System with InteXen® LP™, Perigee® System with IntePro®, Perigee® System with IntePro® Lite™, Perigee® System with InteXen® LP™, Elevate® Apical and Posterior Prolapse Repair System with IntePro® Lite™, Elevate® Apical and Posterior Prolapse Repair System with InteXen® LP, Elevate® Anterior & Apical Prolapse Repair System with IntePro® Lite™, Elevate® Anterior & Apical Prolapse Repair System with InteXen® LP, Straight-In™ Sacralcolpopexy System, In-Fast® Sling System, In-Fast Ultra® Sling System, In-Fast® with Influence-TRG Gelseal, IntePro® Y-Mesh, IntePro® Large Pore Polypropylene Y-Mesh, InteMesh® Silicone-Coated Sling/Silicone-Coated Surgical Mesh with or without InhibiZone®, InteXen® LP Porcine Dermal Matrix, InteXen® LP Collagen Dermal Matrix, InteXen® Porcine Dermal Matrix, InteDerm™ Allograft Dermal Matrix, InteLata™ Allograft Fascia Lata Matrix, Sacral Colpopexy Y Sling, TranZgraft Allograft Fascia Lata Service, Triangle, Urogen® Dermal Allograft Service, as well as any variations of such devices, past or present, including accessories for each of the foregoing.

SECTION 1.02 Other Terms. Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement. For convenience of reference only, an index of terms defined in this Agreement (including Section 1.01, but excluding Section 9.03) is set forth below:

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ARTICLE II
PURCHASE AND SALE

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SECTION 2.01 Purchase and Sale. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Sellers shall sell, assign, transfer, convey and deliver to Purchaser and certain of its Affiliates and Purchaser shall, and shall cause certain of its Affiliates to, purchase, acquire and accept from Sellers, the Interests for the consideration specified in Section 2.02.

SECTION 2.02 Preliminary Purchase Price. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, in consideration for the sale of the Interests (collectively, the "Sale"), Purchaser shall (including as agent for certain of its Affiliates), or shall cause its applicable Affiliate to, pay by wire transfer of immediately available funds to an account of the Sellers' Representative, for further payment to the other Sellers, the Preliminary Purchase Price, subject to adjustment pursuant to Section 2.03, in accordance with the allocation among the Interests of the Companies and certain Subsidiaries of the Companies as set forth in Section 2.02 of the Disclosure Schedules (the "Equity Allocation"). The Equity Allocation shall be final, conclusive and binding on Purchaser and Sellers and each of their respective Affiliates.

SECTION 2.03 Purchase Price Adjustment.

(a) Sellers' Estimates. Not less than three (3) Business Days prior to the anticipated Closing Date, Sellers shall deliver to Purchaser a good-faith estimate, calculated in accordance with the Accounting Principles, which shall set forth (i) the estimated amount of Cash and Cash Equivalents (the "Estimated Cash"), (ii) the estimated amount of Indebtedness of the Companies and their Subsidiaries outstanding ("Estimated Indebtedness"), (iii) the estimated amount of Other Adjustments as of immediately prior to the Closing ("Estimated Other Adjustments") and (iv) the estimated Net Working Capital (the "Estimated Net Working Capital"), in each case as of the Closing Time.

(b) Closing Net Working Capital. As promptly as practicable, but in any case no later than forty-five (45) days after the Closing Date, Purchaser shall cause to be prepared and delivered to Sellers a closing statement (the "Closing Statement") setting forth Purchaser's calculation, calculated in accordance with the Accounting Principles, of (i) the Cash and Cash Equivalents (the "Closing Cash"), (ii) the amount of Indebtedness of the Companies and their Subsidiaries outstanding ("Closing Indebtedness"), (iii) the Other Adjustments ("Closing Other Adjustments") and (iv) Net Working Capital (the "Closing Net Working Capital"), in each case as of the Closing Time.

(c) Disputes.

(i) If Sellers disagree with the Closing Statement or Purchaser's calculation of any of Closing Cash, Closing Indebtedness, Closing

Other Adjustments or Closing Net Working Capital delivered pursuant to Section 2.03(b), Sellers may, within forty-five (45) days after receipt by Sellers of the Closing Statement (the "Review Period") and such calculations, deliver a notice to Purchaser providing reasonable detail of the reason for any disagreement and setting forth Sellers' calculation of such amount (a "Dispute Notice"), but only on the basis that the amounts reflected on the Closing Statement or Purchaser's calculation of any of Closing Cash, Closing Indebtedness, Closing Other Adjustments or Closing Net Working Capital were not arrived at in accordance with the Accounting Principles or were arrived at based on mathematical or clerical error. Any such notice of disagreement shall specify all items or amounts with which Sellers disagree. Purchaser shall, and shall cause its Representatives to, cooperate and assist Sellers in conducting their review of the calculations of the Closing Cash, Closing Indebtedness, Closing Other Adjustments and Closing Net Working Capital, including by providing reasonable access, during normal business hours upon reasonable advance notice, to books, records, accountants' work papers (after execution and delivery by Sellers of any customary agreements required by such accountants) and appropriate personnel (provided such access does not unreasonably interfere with the Business). Unless Sellers' Representative delivers a Dispute Notice to Purchaser on or prior to the expiration of the Review Period, Sellers will be deemed to have accepted and agreed to the Closing Cash, Closing Indebtedness, Closing Other Adjustments and Closing Net Working Capital delivered pursuant to Section 2.03(b), and such amounts (and the calculations contained therein) will be final, binding and conclusive.

(ii) If a Dispute Notice is delivered in accordance with this Section 2.03(c), Sellers and Purchaser shall, during the forty-five (45) days following such delivery (the "Resolution Period"), attempt in good faith to reach agreement on the disputed items or amounts in order to determine, as may be required, the amount of Closing Cash, Closing Indebtedness, Closing Other Adjustments and Closing Net Working Capital (and all conduct, statements, and communications in connection therewith shall be governed by and subject to Rule 408 of the Federal Rules of Evidence ("FRE 408") and any applicable similar state rule, and evidence of such conduct, statements, or communications, shall not be admissible, as provided in FRE 408 or similar state rule).

(iii) Any resolution by Purchaser and Sellers during the Resolution Period as to any item identified in the Dispute Notice shall be set forth in writing and executed by the parties and will be final, binding and conclusive. If Sellers and Purchaser are not able to resolve all disputed items identified in the Dispute Notice within the Resolution Period, then the items that remain in dispute

shall be submitted to a jointly selected internationally recognized accounting or consulting firm that is not the independent auditor for any of Sellers, Companies or Purchaser and is otherwise independent and impartial, which firm shall, within ten (10) days, select an independent and impartial partner from such firm to act as an expert and not as an arbitrator; provided that if Sellers and Purchaser are unable to select such accounting firm within thirty (30) days after the end of the Resolution Period, either Purchaser or Sellers may request the American Arbitration Association to appoint, within twenty (20) days from the date of such request, a partner in an independent accounting firm who is a certified public accountant, independent and impartial, with significant arbitration experience related to purchase price adjustment disputes. The individual arbitrator selected by the accounting firm or the American Arbitration Association, as the case may be, shall be referred to herein as the "Referee."

(iv) If any remaining issues in dispute are submitted to the Referee for resolution, each of Sellers and Purchaser will be afforded an opportunity to present to the Referee any material relating to the determination of the matters in dispute and to discuss such matters with the Referee. Sellers and Purchaser shall provide copies to each other of all materials presented to the Referee and shall be permitted (but not required) to attend (and shall receive reasonable advance written notice of) any meeting with or presentations to the Referee by each other. The Referee shall, acting as an expert and not as an arbitrator, and not by independent investigation, review the relevant portions of this Agreement, the Closing Statement and the disputed items or amounts for the purpose of calculating Closing Cash, Closing Indebtedness, Closing Other Adjustments and Closing Net Working Capital. In making such calculation, the Referee shall consider only those items or amounts (and related items that underlie such items and amounts) in the Closing Statement and Purchaser's calculation of Closing Cash, Closing Indebtedness, Closing Other Adjustments and Closing Net Working Capital as to which Sellers have disagreed. The Referee shall deliver to Sellers and Purchaser, as promptly as practicable (but in no event later than thirty (30) days from the date of engagement of the Referee), a report setting forth its calculation of the Closing Cash, Closing Indebtedness, Closing Other Adjustments and Closing Net Working Capital as applicable; provided that the Referee shall be instructed that its calculations (i) with respect to each item in dispute, must be within the range of values established for such amount as determined by reference to the value assigned to such amount by Sellers in the Dispute Notice and by Purchaser in the Closing Statement and (ii) must be made in accordance with the standards and definitions in this Agreement. Such report

shall be final, binding and non-appealable upon Sellers and Purchaser. The costs and expenses of the Referee shall be borne by Purchaser and Sellers in the same proportion that the aggregate dollar amount of such remaining disputed items so submitted to the Referee that are unsuccessfully disputed by Purchaser, on the one hand, and the Sellers, on the other hand, as finally determined by the Referee, bears to the total dollar amount of such remaining disputed items so submitted. For example, should the items in dispute total in amount to $1,000 and the Referee award $600 in favor of the Sellers' position, 60% of the costs of its review would be borne by Purchaser and 40% of the costs would be borne by Sellers.

(v) The final, binding and conclusive calculations of Closing Cash, Closing Indebtedness, Closing Other Adjustments and Closing Net Working Capital, based either upon agreement or deemed agreement by Purchaser and Sellers or the written determination delivered by the Referee, in each case, in accordance with this Section 2.03, will be the final and binding determination for all purposes of this Agreement.

(d) Net Adjustment Amount.

(i) If the Net Adjustment Amount is positive and has a value greater than $5,000,000 (the "Collar Amount"), Purchaser shall, within five (5) Business Days of the Net Adjustment Amount being finally determined pursuant to this Section 2.03, pay, or cause to be paid, the Net Adjustment Amount in immediately available funds to an account of the Sellers' Representative, for further payment to the other Sellers in accordance with the allocation set forth in Section 2.04(a)(i) of the Disclosure Schedules, no later than two (2) Business Days after such final determination pursuant to this Section 2.03.

(ii) If the Net Adjustment Amount is negative and has an absolute value greater than the Collar Amount, Sellers shall, within five (5) Business Days of the Net Adjustment Amount being finally determined pursuant to this Section 2.03, pay, or cause to be paid, the absolute value of the Net Adjustment Amount in immediately available funds to Purchaser by wire transfer to a bank account designated in writing by Purchaser no later than two (2) Business Days after such final determination pursuant to this Section 2.03.

(iii) If the absolute value of the Net Adjustment Amount is less than or equal to the Collar Amount, no payment shall be made pursuant to this Section 2.03(d).

(e) The process set forth in this Section 2.03 shall be the exclusive remedy of Sellers and Purchaser for any disputes related to the Closing Cash, Closing Indebtedness, Closing Other Adjustments, Closing Net Working Capital and Net Adjustment Amount, whether or not the underlying facts and circumstances constitute a breach of any representations or warranties contained in this Agreement.

SECTION 2.04 Transactions to be Effected at the Closing.

(a) At the Closing, Purchaser shall deliver to Sellers (which shall receive such items on behalf of itself or its relevant Affiliates, as applicable):

(i) the Preliminary Purchase Price by wire transfer of immediately available funds to an account of the Sellers' Representative, for further payment to the other Sellers in accordance with the allocation set forth in Section 2.04(a)(i) of the Disclosure Schedules, designated in writing by Sellers' Representative to Purchaser no later than two (2) Business Days prior to the Closing Date;

(ii) the amounts contemplated to be paid at the Closing pursuant to the Preferred Stock Purchase Agreement (the "Preferred Stock Purchase Price"), by wire transfer of immediately available funds to an account of the Affiliate of Sellers identified in the Preferred Stock Purchase Agreement, designated in writing by such Affiliate or by Sellers' Representative to Purchaser no later than two (2) Business Days prior to the Closing Date;

(iii) the Preferred Stock Purchase Agreement substantially in the form of Exhibit B (the "Preferred Stock Purchase Agreement"), duly executed by Purchaser;

(iv) the Preferred Stock Security Agreement substantially in the form of Exhibit C (the "Preferred Stock Security Agreement"), duly executed by Purchaser;

(v) a joinder substantially in the form of Schedule A to the Intellectual Property Rights Agreement (as defined below), duly executed by Purchaser;

(vi) the officer's certificate required pursuant to Section 6.03(c); and

(vii) all other agreements, documents, instruments or certificates required to be delivered by Purchaser at or prior to the Closing pursuant to this Agreement.

(b) At the Closing, Sellers shall deliver to Purchaser:

(i) such documentation as may be reasonably required to evidence the transfer of the AMS Interests to Purchaser;

(ii) share transfer forms, business transfer agreements or other similar documentation, as required or as otherwise reasonably requested by Purchaser and, in each case, as mutually agreed by Sellers and Purchaser, with respect to the transfer of the Foreign Sub Shares of each of AMS Australia, AMS Brazil, AMS Canada and AMS Lux from Foreign Sub Seller to Purchaser or certain of its Affiliates and reflecting the allocations set forth in Section 2.02 of the Disclosure Schedules;

(iii) the Transition Services Agreement substantially in the form of Exhibit D (the "AMS Transition Services Agreement"), duly executed by AMS and Aphrodite Women's Health, LLC, a Delaware limited liability company ("Aphrodite");

(iv) the Transition Services Agreement substantially in the form of Exhibit E (the "Reverse Transition Services Agreement"), duly executed by each of AMS and Aphrodite;

(v) the Transition Services Agreement substantially in the form of Exhibit F (the "Seller Transition Services Agreement"), duly executed by each of AMS and Endo Pharmaceuticals Inc., an Affiliate of Sellers;

(vi) the Preferred Stock Purchase Agreement, duly executed by each of Endo Pharmaceuticals Inc., a Delaware corporation, an Affiliate of Sellers and AMS Seller;

(vii) the Preferred Stock Security Agreement, duly executed by each of AMS Seller and Foreign Sub Seller;

(viii) the Intellectual Property Rights Agreement substantially in the form of Exhibit G (the "Intellectual Property Rights Agreement"), duly executed by each of the AMS Seller, AMS and Aphrodite;

(ix) the Contract Manufacturing Agreement substantially in the form of Exhibit H (the "Contract Manufacturing Agreement"), duly executed by each of AMS and Aphrodite;

(x) resignation letters from each of the managers and directors of the Companies and their Subsidiaries;

(xi) the officer's certificate required pursuant to Section 6.02(c);

(xii) following receipt of the Preliminary Purchase Price, a receipt for the same, duly executed by Sellers;

(xiii) a duly executed certificate, in the form required by section 1.1445-2(b)(2)(iv)(b) of the Treasury Regulations, certifying that AMS Seller is not a foreign person for U.S. federal income tax purposes; and

(xiv) all other agreements, documents, instruments or certificates required to be delivered by Sellers at or prior to the Closing pursuant to this Agreement.

SECTION 2.05 Closing. Subject to the terms and conditions of this Agreement, the purchase and sale of the Interests contemplated hereby shall take place at a closing (the "Closing") to be held at (i) 10:00 a.m., New York time, at the offices of Skadden Arps Slate Meagher & Flom LLP, Four Times Square, New York, New York, no later than five (5) Business Days after the last of the conditions required to be satisfied or waived pursuant to Article VI have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date) (subject, in each case, to the satisfaction or waiver (to the extent permitted by applicable Law) of the conditions to Closing set forth in Article VI as of the applicable date) or (ii) such other time and date as the parties mutually agree in writing (the day on which the Closing takes place being the "Closing Date"); provided, that, notwithstanding the satisfaction or waiver (to the extent permitted by applicable Law) of the conditions to Closing set forth in Article VI (other than conditions which, by their nature, are to be satisfied on the Closing Date), if, based on the then most recent proposal of Sellers with respect to the schedules and exhibits specified in Section 5.30 of the Disclosure Schedules, upon execution of the Ancillary Agreements, the Companies and their Subsidiaries, taken as a whole, would not be reasonably expected to receive services reasonably necessary for the operation of the Business consistent in all material respects with the operation of the Business over the preceding 12 months, Purchaser may, at its option, on up to three (3) occasions, defer the Closing by a period (each, an "Extension Period") of thirty (30) days (or if such thirtieth day is not a Business Day, until the first Business Day thereafter), provided, that during any such Extension Period, the Sellers and

the Purchaser shall cause their respective Affiliates that are parties to the Ancillary Agreements to continue to negotiate in good faith the terms of such exhibits and schedules in accordance with Section 5.30; provided further that the Closing Date shall not be the last day or second to last day of any calendar quarter.

SECTION 2.06 Earnout. The Earnout Amount shall be calculated, determined and paid in the following manner:

(a) Within 60 days after the end of the Earnout Period, Purchaser shall prepare in good faith and deliver to Sellers' Representative a written statement showing in reasonable detail the calculation of Net Sales for the Earnout Period and the Earnout Amount payable, if any (the "Earnout Statement").

(b) In the event of any objection by Sellers' Representative with respect to the determination of the Net Sales or the Earnout Amount payable, Sellers' Representative shall, within 60 days after its receipt of the Earnout Statement, give written notice to Purchaser of such objection showing in reasonable detail the calculation thereof (an "Earnout Dispute Notice"). Purchaser and Sellers' Representative shall thereafter attempt to amicably resolve any disputed items set forth in such Earnout Dispute Notice. If Sellers' Representative does not timely deliver an Earnout Dispute Notice, then the calculation of the Net Sales and the Earnout Amount as set forth in the Earnout Statement shall be deemed to have been accepted and shall be final and binding on all parties hereto.

(c) If, for any reason, Purchaser and Sellers' Representative cannot resolve any disputed items indicated in an Earnout Dispute Notice within 30 days of the date of delivery of the Earnout Dispute Notice, then such unresolved items shall be resolved by the Referee in the manner provided in Section 2.03(c) above, *mutatis mutandis*, except as modified herein. The Referee shall issue a written report which shall include a revised Earnout Statement as adjusted (i) pursuant to any resolutions to objections agreed upon by Purchaser and Sellers' Representative and (ii) pursuant to the Referee's resolution of the unresolved objections. The Referee shall review only those matters specified in the unresolved objections and shall make no changes to the Earnout Statement, except as are required to resolve the unresolved objections. The award of the Referee shall set out the final Earnout Statement, shall be final and binding on all parties hereto, and may be enforced in any court of competent jurisdiction. The parties agree that the procedure set forth in this Section 2.06 for resolving disputes with respect to the Earnout Statement shall be the sole and exclusive method for resolving any such disputes.

(d) In connection with the preparation of the Earnout Statement, and until the final resolution of the Earnout Statement, Purchaser shall, and shall cause the Companies and their Subsidiaries to, (A) provide Sellers' Representative and its authorized Representatives with

reasonable access, during normal business hours upon reasonable advance notice, to the relevant books and records, including the Transferred Books and Records, for the purposes of the review and objection right contemplated herein, Purchaser's and its accountants' work papers, schedules and other supporting data, facilities and employees responsible for the preparation of the Earnout Statement as may reasonably be requested by Sellers' Representative; and (B) otherwise reasonably cooperate with Sellers' Representative and its authorized Representatives, including by providing on a timely basis information reasonably necessary or useful in the determination of the calculations and amounts set forth in the Earnout Statement.

(e) On the fifth Business Day after Purchaser and Sellers' Representative agree to the Earnout Statement or Purchaser and Sellers' Representative receive from the Referee its written report pursuant to Section 2.06(c), as applicable (such date, the "Earnout Payment Deadline"), Purchaser shall pay to Sellers' Representative an amount in cash equal to the Earnout Amount; provided, that, without limiting any other remedies available hereunder to the Sellers to compel payment of the Earnout Amount, if the Earnout Amount or any portion thereof is not received by Sellers on or prior to the Earnout Payment Deadline, Purchaser shall pay to the Sellers any unpaid portion of the Earnout Amount plus interest on such unpaid portion (the "Earnout Interest") at a rate equal to 10% per annum (or such lesser rate as shall be the maximum rate allowable under applicable Law), for the period beginning on the Earnout Payment Deadline and ending on the date the remaining portion of the Earnout Amount and the Earnout Interest are received by the Sellers. Such cash payment shall be made by wire transfer of immediately available funds to an account or accounts specified in accordance with written instructions provided by the Sellers' Representative to Purchaser at least two Business Days prior to the date such payment is due or on such other date as Purchaser and Sellers' Representative shall agree.

(f) The Parties acknowledge and agree that, for Tax purposes, the payment of the Earnout Amount (if any) will be treated as an adjustment to the Final Purchase Price subject to any portion of such amount being treated as interest under Section 483 of the Code.

(g) After the Closing, and during the Earnout Period, Purchaser shall not, and shall cause its Affiliates not to, take any action, nor fail to take an action, with the purpose or intention of impeding the achievement of the Net Sales during the Earnout Period required for the Sellers to receive the Earnout Amount or otherwise fail to act in good faith in respect thereto. Subject to the foregoing, Purchaser or one or more of its Affiliates will operate the Business in their sole discretion and nothing in this Section 2.06 requires Purchaser or any of its Affiliates to take any actions or refrain from taking any actions or expend any efforts to achieve the Net Sales required for the Sellers to receive the Earnout Amount.

SECTION 2.07 Treatment of Outstanding Equity Awards.

(a) The Sellers shall take all actions necessary to cause each option to acquire shares of Endo International plc granted to a Business Employee under any of the Stock Incentive Plans (an "Endo Stock Option") that is outstanding and unexercised (i) to become, immediately prior to the Closing (but subject to the occurrence of the Closing), automatically vested with respect to the number of shares that would have vested over the one-year period following the Closing had the holder of such Endo Stock Option remained an employee in good standing with the Sellers through the first anniversary of the Closing and (ii) to the extent vested (including as a result of the actions under this Section 2.07(a)), to remain exercisable until the second anniversary of the Closing Date or, if earlier, the expiration date of such Endo Stock Option as provided under the applicable award agreement. The Sellers shall comply with the applicable terms of all such Endo Stock Options and shall take all corporate action necessary to reserve for issuance a sufficient number of shares of Endo International plc for delivery upon exercise of Endo Stock Options pursuant to the terms of the applicable Stock Incentive Plan, the applicable award agreement and the terms set forth in this Section 2.07(a). In addition, the shares of Endo International plc subject to Endo Stock Options shall be covered by an appropriate registration statement or other appropriate form, and the Sellers shall use their commercially reasonable efforts to maintain the effectiveness of such registration statement or form for so long as Endo Stock Options remain outstanding, or, if an exemption from registration is available, Sellers shall use their commercially reasonable efforts to comply with such exemption.

(b) The Sellers shall take all actions necessary to cause each equity-based award (including restricted stock awards, restricted stock unit awards, performance stock awards and performance stock unit awards) granted to a Business Employee under any of the Stock Incentive Plans (an "Endo Stock Award") that is unvested to become, immediately prior to the Closing (but subject to the occurrence of the Closing), automatically vested with respect to the number of shares that would have vested over the one-year period following the Closing had the grantee of such Endo Stock Award remained an employee in good standing with the Sellers through the first anniversary of the Closing, and the Sellers shall settle each such vested Endo Stock Award in accordance with the terms of the applicable award agreement. The Sellers shall take all corporate action necessary to reserve for issuance a sufficient number of shares of Endo International plc for delivery upon the vesting of Endo Stock Awards pursuant to the terms of the applicable Endo Stock Incentive Plan, the applicable award agreement and the terms set forth in this Section 2.07(b). In addition, the shares of Endo International plc subject to Endo Stock Awards shall be covered by an appropriate registration statement or other appropriate form, and the Sellers shall use their commercially reasonable efforts to maintain the effectiveness of such registration statement or form for so long as Endo Stock Awards remain outstanding, or, if an

exemption from registration is available, the Sellers shall use their commercially reasonable efforts to comply with such exemption.

(c) At the Closing, by virtue of the transactions contemplated by this Agreement and without any further action on the part of any of the Sellers, the Companies, Purchaser or any Business Employee who holds Endo Stock Options or Endo Stock Awards, each Endo Stock Option and Endo Stock Award that is outstanding and unvested as of immediately prior to the Closing and not accelerated in accordance with this Section 2.07 shall be cancelled, extinguished and terminated.

SECTION 2.08 Withholding Taxes. Notwithstanding anything to the contrary contained herein, Purchaser and its Affiliates shall be entitled to deduct and withhold from all amounts payable pursuant to this Agreement such amounts as are required to be deducted and withheld under any applicable Tax Law. To the extent that amounts are so deducted and withheld and paid over to the applicable Tax Authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Except as set forth in the section of the disclosure schedules dated the date hereof and delivered by Sellers to Purchaser with respect to this Agreement prior to the date hereof (the "Disclosure Schedules") that specifically corresponds to such section of this Article III (or in any other section of the Disclosure Schedules if the applicability of such disclosure to such section is reasonably apparent on its face), each of Sellers, jointly and severally, represents and warrants to Purchaser that the statements contained in this Article III are true and correct as of the date hereof and as of the Closing Date.

SECTION 3.01 Organization, Authority and Qualification of the Sellers. Each of the Sellers and its Affiliates that are a party to one or more of the Ancillary Agreements is (to the extent applicable) duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization, and has all necessary power and authority to enter into and deliver this Agreement and the Ancillary Agreements to which it is, or will on the Closing Date be, party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Each of the Sellers and such Affiliates is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed or qualified and in good standing would not (a) adversely affect the ability of such Seller or Affiliate to carry out its

obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements or (b) adversely affect the ability of the Companies and any of their Subsidiaries to conduct the Business.

SECTION 3.02 Organization, Authority and Qualification of the Companies. Each of the Companies is a duly organized and validly existing entity in good standing under the laws of the jurisdiction of its incorporation, and has all necessary power and authority to own, operate, license or lease the properties and assets now owned, operated, licensed or leased by it and to carry on the Business as it has been and is currently conducted. The Companies and their Subsidiaries are duly qualified and in good standing as a foreign corporation authorized to do business in each of the jurisdictions in which the character of the properties owned or held under license or lease by it or the nature of the business transacted by it makes such qualification necessary, except for such failures to be so qualified and in good standing that would not (a) adversely affect the ability of the Sellers to carry out their obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements or (b) materially adversely affect the ability of the Companies and any of their Subsidiaries to conduct the Business. The Sellers have heretofore made available to Purchaser true, correct and complete copies of the Certificate of Incorporation and Bylaws (or similar governing documents) as in effect on the date hereof for each of the Companies and their Subsidiaries. Neither the Companies nor any of their Subsidiaries, directly or indirectly, own any interest in any Person other than the Companies' Subsidiaries.

SECTION 3.03 Corporate Approval.

(a) The execution and delivery by each Seller of this Agreement and the execution and delivery by each of the Sellers and its Affiliates of the Ancillary Agreements to which it is, or will on the Closing Date be, party, the performance by each such Person of its obligations hereunder and thereunder and the consummation by each such Person of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of such Person and its stockholders. This Agreement has been, and upon their execution the Ancillary Agreements to which each Seller and its Affiliates is a party shall have been, duly executed and delivered by each such Person, and, assuming the authorization, execution and delivery hereof by Purchaser, this Agreement, and upon their execution the Ancillary Agreements shall constitute, legal, valid and binding obligations of such Person enforceable against such Person in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles affecting the availability of specific performance and other equitable remedies.

(b) The respective boards of directors of Sellers have determined that this Agreement is in the best interests of Sellers, declared advisable this Agreement and approved the execution, delivery and performance of this Agreement and the other transactions contemplated hereby.

SECTION 3.04 Consents and Approvals; No Violation. Neither the execution and delivery by each Seller of this Agreement or the execution and delivery by each of the Sellers and its Affiliates of the Ancillary Agreements to which it is, or will on the Closing Date be, party, nor the consummation of the transactions contemplated hereby or thereby will (a) violate or conflict with or result in any breach of any provision of the respective Certificate of Incorporation or Bylaws (or other similar governing documents) of such Person or of the Companies or any of their Subsidiaries, (b) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority except (i) as may be required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and any applicable foreign antitrust or competition Laws ("Foreign Antitrust Laws"), (ii) the applicable requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the rules and regulations promulgated thereunder, or (iii) the applicable requirements of the NASDAQ Global Select Market and the Toronto Stock Exchange, (c) violate, conflict with, or result in a breach of any provisions of, or require any consent, waiver or approval or result in a default (or give rise to any right of termination, cancellation, modification or acceleration or any event that, with the giving of notice, the passage of time or otherwise, would constitute a default or give rise to any such right) under any of the terms, conditions or provisions of any Contract to which the Companies or any of their Subsidiaries is a party or by which the Companies or any of their Subsidiaries or any of their assets or any of the Interests may be bound or affected, (d) result (or, with the giving of notice, the passage of time or otherwise, would result) in the creation or imposition of any Encumbrance on any asset of the Companies or any of their Subsidiaries or on any of the Interests (other than one created by Purchaser), (e) conflict with or violate (or cause an event which could have a Material Adverse Effect as a result of) any Law or Governmental Order applicable to such Person or the Companies or any of their Subsidiaries or by which any of their assets are bound, or (f) result in the loss or impairment of or payment of any additional amounts with respect to, or require the consent of any other Person in respect of, the Companies' or any of their Subsidiaries' right to own, license, use, or hold for use any of the Intellectual Property as owned, licensed, used or held for use in the conduct of the Business; except in each of clauses (c), (d) (disregarding for this purposes the reference to "or on any of the Interests") and (f) where any failure to obtain such consents, approvals, authorizations or permits, any failure to make such filings or any such modifications, violations, rights, breaches or defaults would not adversely affect the ability of the Companies and their Subsidiaries to conduct the Business in a material respect.

SECTION 3.05 Interests.

(a) All of the AMS Interests have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record and beneficially by AMS Seller, free and clear of all Encumbrances, other than those Encumbrances set forth in Section 3.05(a) of the Disclosure Schedules, all of which shall have been released on or prior to the Closing Date.

(b) All of the Foreign Sub Shares held by the Foreign Sub Seller have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record and beneficially by the Foreign Sub Seller, free and clear of all Encumbrances, other than those Encumbrances set forth in Section 3.05(b) of the Disclosure Schedules, all of which shall have been released on or prior to the Closing Date.

(c) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the Interests or obligating Sellers or the Companies to issue or sell any Interests, or any other interests, in the Companies. There are no voting trusts, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Interests.

(d) There are no outstanding (A) securities or ownership interests of the Companies (other than the Interests), (B) securities of the Companies convertible into or exchangeable for voting securities or ownership interests in the Companies, (C) options, warrants, rights or other agreements or commitments requiring the Companies to issue, or other obligations of the Companies to issue, any voting securities or other ownership interests in (or securities convertible into or exchangeable for voting securities or other ownership interests in) the Companies (or, in each case, the economic equivalent thereof), (D) obligations of the Companies to grant, extend or enter into any subscription, warrant, right, convertible or exchangeable security or other similar agreement or commitment relating to any voting securities or other ownership interests in the Companies (the items in clauses (A), (B), (C) and (D), together with the Interests of the Companies, being referred to collectively as "Company Securities") or (E) obligations by the Companies or any of their Subsidiaries to make any payments based on the price or value of the Interests. There are no outstanding obligations of the Companies or any of their Subsidiaries to purchase, redeem or otherwise acquire any Company Securities or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any other Person. There are no voting trusts or other agreements or understandings to which the Companies or any of their Subsidiaries is a party with respect to the voting of Interests of the Companies. Upon consummation of the transactions contemplated by this Agreement, Purchaser will own all the issued and outstanding capital stock or other equity interests in the Companies free and clear of all Encumbrances.

SECTION 3.06 Subsidiaries.

(a) Set forth in Section 3.06(a) of the Disclosure Schedules is a list of all of the capital stock or other equity interest in any Person constituting a Subsidiary of the Sellers, the Companies or any of their Subsidiaries, listing for each such Subsidiary its name, type of entity, the jurisdiction and date of its incorporation or organization, its authorized capital stock or other equity interest, the number and type of its issued and outstanding shares of capital stock or other equity interest and the current ownership of such shares or interests. Other than such Subsidiaries, there are no other Persons in which the Sellers, the Companies or any of their Subsidiaries owns, of record or beneficially, any direct or indirect capital stock or other equity interest or any right (contingent or otherwise) to acquire the same. Other than such Subsidiaries, none of the Sellers, the Companies or any of their Subsidiaries is a member of or participant in (nor is any part of the Business conducted through) any partnership, joint venture or similar arrangement.

(b) All the outstanding shares of capital stock or other equity interests of such Subsidiaries and any minority interests in other Persons set forth on Section 3.06(a) of the Disclosure Schedules were duly authorized for issuance and are validly issued, fully paid and non-assessable and the Companies or a Subsidiary of the Companies owns such shares or interests of record and beneficially, and the Companies or a Subsidiary of the Companies will own such shares or interests of record and beneficially immediately after the Closing Date, in each case free and clear of any and all Encumbrances other than (i) Encumbrances that shall be released on or prior to the Closing, (ii) Permitted Encumbrances listed in Section 3.05(b) of the Disclosure Schedules and (iv) Encumbrances created by Purchaser.

(c) Except as provided for in Section 3.06(c) of the Disclosure Schedules, there are no outstanding (i) securities of any of the Companies' Subsidiaries convertible into or exchangeable for shares of capital stock or other voting securities or ownership interests in such Subsidiaries, (ii) options, restricted stock, warrants, rights or other agreements or commitments to acquire from the Companies or any of their Subsidiaries, or obligations of any such Subsidiaries to issue, any capital stock, voting securities or other ownership interests in (or securities convertible into or exchangeable for capital stock or voting securities or other ownership interests in) any such Subsidiaries, (iii) obligations of such Subsidiaries to grant, extend or enter into any subscription, warrant, right, convertible or exchangeable security or other similar agreement or commitment relating to any capital stock, voting securities or other ownership interests in any such Subsidiaries (the items in clauses (i), (ii) and (iii), together with the capital stock of such Subsidiaries, being referred to collectively as "Subsidiary Securities").

SECTION 3.07 Financial Information.

(a) The unaudited pro-forma financial information set forth on Section 3.07(a) to the Disclosure Schedules (the "Financial Information") (i) has been prepared in good faith

from Sellers' and their Affiliates' books and records (ii) on the basis of the assumptions regarding the structure of operation of the Business, fairly presents, in all material respects, the data relating to the Business purported to be reflected therein for the periods indicated therein, and (iii) was prepared in accordance with GAAP (except as otherwise expressly set forth therein) applied on a basis consistent with the past practices of the Sellers and their Affiliates, except as set forth on Section 3.07(a) to the Disclosure Schedules.

(b) The books and records of the Sellers and their Subsidiaries: (i) reflect all data and items required to be reflected therein in accordance with GAAP applied on a basis consistent with the past practices of the Sellers and their Subsidiaries, (ii) are in all material respects complete and correct, and do not contain or reflect any material inaccuracies or discrepancies and (iii) have been maintained in accordance with good business and accounting practices.

SECTION 3.08 Undisclosed Liabilities. Except as provided for in Section 3.08 of the Disclosure Schedules and other than costs and expenses incurred in connection with the Sale Process and the Separation Activities, the Companies and their Subsidiaries have no Liabilities (other than Excluded Liabilities) of a type required to be reflected on a balance sheet prepared in accordance with GAAP or the notes thereto, except (i) those which are adequately reflected or reserved against in the Financial Information; and (ii) those which have been incurred since September 30, 2014 in the ordinary course of business, consistent with past practice, of the Sellers and their Affiliates and which would not have a Material Adverse Effect.

SECTION 3.09 Sufficiency of Assets.

(a) The assets owned or leased by the Companies and their Subsidiaries, or to which any of the Companies and their Subsidiaries have licenses or possess the legal right to use, together with the licenses, services and assets to be provided to Purchaser under this Agreement and the Ancillary Agreements (subject to the terms and conditions thereof), are sufficient to enable the Companies and their Subsidiaries to conduct the Business as currently conducted; provided, that the foregoing shall not apply to Intellectual Property, which is covered in Section 3.17, provided, further, that certain transfers, assignments, licenses, sublicenses, leases and subleases (as the case may be) of assets, Contracts, Permits and any claim or right or benefit arising thereunder or resulting therefrom may require the consent to transfer, assign, license, sublicense, lease or sublease (as the case may be) of a third party, which consent has not been obtained.

(b) Except as set forth in Section 3.09(b) of the Disclosure Schedule, none of the Sellers or their Affiliates (other than the Companies and their Subsidiaries) are engaged in the

Business or own, lease, license or possess the legal right to use any assets used to conduct the Business.

SECTION 3.10 Absence of Certain Changes. Since June 30, 2014 and through the date hereof, (a) there has not been a Material Adverse Effect, and (b) except as specifically provided for in the Company Restructuring, (i) the Companies and their Subsidiaries have conducted the Business only in the ordinary course of business in all material respects and in a manner consistent with past practice in all material respects and (ii) none of the Sellers, the Companies and their Subsidiaries has taken any action (solely to the extent such action relates to the Business) that, if taken after the date hereof, would constitute a violation of Section 5.01(a)(i) through (xxiv).

SECTION 3.11 Employees.

(a) Except as set forth in Section 3.11(a) of the Disclosure Schedules:

(i) the Business is not bound by, any collective bargaining, works council or similar agreement with a labor organization, works council or other employee group representing any Business Employees; and

(ii) from January 1, 2013 to the date hereof, there has not been any material strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor dispute against the Business.

(b) The Companies and their Subsidiaries are in material compliance with all applicable Laws pertaining to employment and employment practices. Except as set forth in Section 3.11(b) of the Disclosure Schedules, there are no material actions, suits, claims, investigations or other legal proceedings against the Companies or their Subsidiaries relating to the Business pending, or to the Knowledge of Sellers, threatened to be brought or filed, by or with any Governmental Authority or arbitrator in connection with the employment of any current or former employee of the Business, including any claim relating to unfair labor practices, classification of employees, independent contractors and other service providers, wages and hours (including entitlement to overtime pay), employment discrimination, harassment, retaliation, equal pay or any other employment related matter arising under applicable Laws, and, except as would not have a Material Adverse Effect, no employee, independent contractor or other service provider has been improperly excluded from any Company Plan (as defined below).

(c) The representations and warranties set forth in this Section 3.11 are Sellers' sole and exclusive representations and warranties regarding employment matters.

SECTION 3.12 Employee Benefit Matters.

(a) Section 3.12(a) of the Disclosure Schedules contains a list of each material benefit, retirement, employment, compensation, incentive, stock option, restricted stock, stock appreciation right, phantom equity, change in control, severance, vacation, paid time off and fringe-benefit agreement, plan, policy and program (i) maintained or contributed to by Sellers or any of their Affiliates for the benefit of any current or former Business Employees or the beneficiaries or dependents of any such Persons or (ii) maintained, sponsored, contributed to or required to be contributed to by the Companies or any of their Subsidiaries other than those that solely relate to Excluded Employees (each a "Company Plan" and together with clause (i), "Benefit Plans").

(b) Sellers have made available to Purchaser a complete and accurate copy of each Company Plan. In addition, with respect to each Company Plan, Sellers have made available to Purchaser a complete and accurate copy of (if applicable) (i) each trust or other funding arrangement, (ii) each summary plan description and summary of material modifications, (iii) the most recently filed IRS Form 5500, including all schedules thereto, (iv) the most recently received IRS determination letter, (v) the most recently prepared actuarial report and financial statement and (vi) any material correspondence with or from the Internal Revenue Service, Pension Benefit Guaranty Corporation ("PBGC") or other Governmental Authority.

(c) Except as set forth in Section 3.12(c) of the Disclosure Schedules, or as would not have a Material Adverse Effect, to the Knowledge of Sellers, (i) each Company Plan complies with all applicable Laws (including ERISA and the Code and the regulations promulgated thereunder), (ii) each Company Plan has been operated in accordance with its terms and applicable Law and (iii) no circumstance, fact or event exists that could result in any default under or violation of any Company Plan. Each Company Plan that is intended to be qualified under Section 401(a) of the Code (a "Qualified Benefit Plan") has received a favorable determination letter from the Internal Revenue Service, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan sponsor, to the effect that such Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code, and, to the Knowledge of Sellers, nothing has occurred that could reasonably be expected to cause the revocation of such determination letter from the Internal Revenue Service or the unavailability of reliance on such opinion letter from the Internal Revenue Service, as applicable. Except as set forth in Section 3.12(c) of the Disclosure Schedules, or as would not have a Material Adverse Effect, all benefits, contributions and premiums required by and due under the terms of each Company Plan or applicable Law have been timely paid in accordance with the terms of such Company Plan, the terms of all applicable Laws and GAAP.

(d) Except as set forth in Section 3.12(d) of the Disclosure Schedules, no Benefit Plan: (i) is subject to the minimum funding standards of Section 302 of ERISA or Section 412 of the Code; (ii) is a "multi-employer plan" (as defined in Section 3(37) of ERISA); (iii) is subject to Title IV of ERISA; or (iv) could subject Sellers or the Business to liability under Section 4063 or 4064 of ERISA. Except as would not have a Material Adverse Effect, neither Sellers nor the Companies: (i) has withdrawn from any pension plan under circumstances resulting (or expected to result) in a liability to the PBGC; or (ii) has engaged in any transaction which would give rise to a liability of the Companies or Purchaser under Section 4069 or Section 4212(c) of ERISA.

(e) Except as set forth in Section 3.12(e) of the Disclosure Schedules and other than as required under Section 4980B of the Code or other applicable Law, no Benefit Plan provides benefits or coverage in the nature of health, life or disability insurance following retirement or other termination of employment (other than death benefits when termination occurs upon death) to any Employee.

(f) Except as set forth in Section 3.12(f) of the Disclosure Schedules, or as would not have a Material Adverse Effect: (i) there is no pending or, to the Knowledge of Sellers, threatened action relating to a Company Plan; and (ii) no Company Plan has within the three (3) years prior to the date hereof been the subject of an examination or audit by a Governmental Authority.

(g) Except as set forth in Section 3.12(g) of the Disclosure Schedules, and except as required by this Agreement, no Benefit Plan or Contract exists that could: (i) result in the payment to any Employee, manager or consultant of any severance pay, benefits, money or other property or any increase in severance pay, benefits, money or other property upon any termination of employment or service with the Companies or any of their Subsidiaries; (ii) accelerate the vesting of or provide any additional rights or benefits (including funding of compensation or benefits through a trust or otherwise) to any Employee, manager or consultant; or (iii) limit or restrict the ability of Purchaser or its Affiliates to merge, amend or terminate any Company Plan, in each case, as a result of the execution of this Agreement or following the consummation of the transactions contemplated hereby. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will result in "excess parachute payments" within the meaning of Section 280G(b) of the Code.

(h) With respect to each Company Plan that is not subject exclusively to United States Law (a "Non-U.S. Benefit Plan") and except as would not have a Material Adverse Effect:

(i) all employer and employee contributions to each Non-U.S. Benefit Plan required by Law or by the terms of such Non-U.S. Benefit Plan (including contributions to all mandatory provident fund schemes) have been made or, if applicable, accrued in accordance with generally accepted accounting practices in the applicable jurisdiction applied to such matters;

(ii) the fair market value of the assets of each funded Non-U.S. Benefit Plan, the liability of each insurer for any Non-U.S. Benefit Plan funded through insurance or the book reserve established for any Non-U.S. Benefit Plan, together with any accrued contributions, is sufficient to procure or provide for the accrued benefit obligations, as of the date of this Agreement, with respect to all current and former participants in such plan according to the actuarial assumptions and valuations most recently used to determine employer contributions to such Non-U.S. Benefit Plan, and no transaction contemplated by this Agreement shall cause such assets or insurance obligations to be less than such benefit obligations;

(iii) there has been no amendment to, written interpretation of or announcement (whether or not written) by any Seller or the Business relating to, or change in employee participation or coverage under, any Non-U.S. Benefit Plan that would increase the expense of maintaining such Non-U.S. Benefit Plan above the level of expense incurred in respect thereof for the most recent fiscal year ended prior to the date hereof;

(iv) from and after the Closing, Purchaser and its Affiliates shall receive the full benefit of any such funds, accruals or reserves under the Non-U.S. Benefit Plans; and

(v) each Non-U.S. Benefit Plan required or intended to be registered, qualified or approved under applicable Law has in fact been registered, qualified or approved, as the case may be, under applicable Law and has been maintained in good standing with applicable regulatory authorities.

SECTION 3.13 Litigation.

(a) As of the date hereof, except as set forth in Section 3.13(a) of the Disclosure Schedules (which, with respect to each Action or Proceeding set forth therein, sets forth the parties, relevant Device or nature of the Action or Proceeding, and, in the case of an Action or Proceeding that has commenced, jurisdiction and court or case number), there is no material Action or Proceeding pending by or against or, to the Knowledge of Sellers, threatened by or against the Companies or any of their Subsidiaries relating to the Business. None of the

Actions or Proceedings set forth in Section 3.13(a) of the Disclosure Schedules has had or would have a Material Adverse Effect.

(b) As of the date hereof, except as set forth in Section 3.13(b) of the Disclosure Schedules, none of the Sellers, the Companies or any of their Subsidiaries or any of their assets or properties, are subject to any outstanding Governmental Order (nor, to the Knowledge of Sellers, are there any such Governmental Orders threatened to be imposed by any Governmental Authority) that has had or would have a Material Adverse Effect.

SECTION 3.14 Taxes.

(a) Except as set forth in Section 3.14(a) of the Disclosure Schedules:

(i) Each of American Medical Systems Luxemburg S.a.r.l., American Medical Systems LLC, AMS Research LLC and AMS Sales LLC are and have been at all times since January 19, 2007, December 17, 2014, December 17, 2014, and December 17, 2014, respectively, treated as an entity disregarded from Sellers for United States federal income tax purposes.

(ii) All material Tax Returns required to be filed by or with respect to the Companies and their Subsidiaries (including their assets) have been timely filed (taking into account all available extensions). Such Tax Returns are true, complete and correct in all material respects. All Taxes shown to be due on such Tax Returns have been timely paid and all other material Taxes due and owing by the Companies and their Subsidiaries have been timely paid, and with respect to any Taxes not yet due or owing, the Companies and their Subsidiaries have made due and sufficient accruals for such Taxes in the Financial Information or in the applicable books and records in accordance with GAAP. The Companies and their Subsidiaries are not currently the beneficiary of any extension of time within which to file any material Tax Return other than extensions of time to file Tax Returns validly obtained in the ordinary course of business.

(iii) No extensions or waivers of statutes of limitations for the assessment or collection of Taxes have been given or requested with respect to any material Taxes of the Companies or their Subsidiaries.

(iv) There are no ongoing actions, suits, claims, investigations or other legal proceedings by any Tax Authority against or with respect to Taxes of the Companies or their Subsidiaries (including their assets), and no Tax Authority has given written notice of the commencement of (or its intent to

commence) any such actions, suits, claims, investigations or other legal proceedings.

(v) There are no outstanding assessments, claims or deficiencies for any Taxes of the Companies or their Subsidiaries (including their assets) that have been proposed, asserted or assessed by any Tax Authority, in each case in writing.

(vi) No written claim has been made by a Tax Authority that any Company or any of its Subsidiaries is or may be subject to Tax in a jurisdiction where any Company or Subsidiary does not file Tax Returns.

(vii) There are no Liens as a result of any unpaid Taxes upon any of the assets of any Company or any of its Subsidiaries (other than Permitted Encumbrances).

(viii) The Companies and their Subsidiaries are not a party to any Tax-sharing agreement or Tax indemnity agreement or similar contract or arrangement other than commercially customary tax indemnities under loan agreements, lease agreements or similar commercial agreements entered into in the ordinary course of business that do not relate primarily to Taxes. The Companies and their Subsidiaries have not entered into or received any grants, rulings, closing agreements, advance pricing agreements or other similar items or agreements that are currently in effect and will apply to any Post-Closing Straddle Period or Post-Closing Tax Period.

(ix) All material Taxes that the Companies and their Subsidiaries are obligated to deduct or withhold or collect from amounts owing to any employee, creditor, or third party have been timely deducted or withheld, collected and paid over, in each case, to the proper Tax Authority, and the Companies and the Subsidiaries have complied in all material respects with all related Tax information reporting provisions under applicable Laws.

(x) None of the Companies or their Subsidiaries (A) is or has ever been a member of an affiliated group (other than a group the common parent of which is Endo U.S. Inc. or was AMS Seller or Foreign Sub Seller) filing a consolidated federal income Tax Return or (B) has any liability for Taxes of any person arising from the application of Treasury Regulation Section 1.1502-6 or any analogous provision of state, local or foreign law, or as a transferee or successor, by contract, or otherwise (other than as a result of being in a group the

common parent of which is Endo U.S. Inc. or was AMS Seller or Foreign Sub Seller).

(xi) None of the Companies or their Subsidiaries has constituted either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock described in Section 355 of the Code in the two years prior to the date of this Agreement.

(xii) Neither the Companies nor any of their Subsidiaries will be required to include any item of income in, or exclude any item of deduction from, taxable income after the Closing Date as a result of (A) any change in accounting method initiated by it or any other relevant party on or prior to the Closing Date, (B) a closing agreements pursuant to Section 7121 of the Code or any similar provision of state, local or foreign law entered into on or prior to the Closing Date, (C) an installment sale or open transaction arising on or prior to the Closing Date, (D) a prepaid amount received, or paid, on or prior to the Closing Date, (E) deferred gains arising from a transaction on or prior to the Closing Date or (F) an election under Section 108(i) of the Code.

(xiii) Neither the Companies nor any of their Subsidiaries has participated in a "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b).

(xiv) No Company nor any of the Company's Subsidiaries owns real estate or other real property assets that equal or exceed 50% of the fair market value of such Company's or Subsidiary's assets.

(b) Except as otherwise expressly set forth in Section 3.10 or Section 3.12, the representations and warranties set forth in this Section 3.14 are Sellers' sole and exclusive representations and warranties regarding Tax matters.

SECTION 3.15 Compliance With Laws; Permits. (a) The Companies and their Subsidiaries are, and have been since the Prior Acquisition Date, conducting the Business in compliance in all material respects with, all Laws and Governmental Orders applicable to the Business or by which any property or asset of the Business is bound, and none of the Companies or any of their Subsidiaries is in default with respect to or in violation of (i) any such Law or any such Governmental Order or (ii) any material term of any Contract relating to the Business and (b) the Business has all Permits necessary for the operation of the Business as it is conducted and as currently proposed to be conducted and such Permits are valid and in full force and effect. No revocation or cancellation of any such Permit is pending and since June 17, 2011 (the "Prior Acquisition Date"), none of the Sellers, the Companies or any of their Subsidiaries has received

any written, or to the Knowledge of Sellers oral, notice from any Governmental Authority (x) as of the date hereof, threatening to revoke or cancel any Permit with respect to the Business or threatening any adverse action with respect to any Permit with respect to the Business or (y) alleging that the Business is not in compliance with any Law or Governmental Order, except in each case for revocations, cancellations, adverse actions or failures to be in compliance as would not (A) adversely affect the ability of the Sellers to carry out their obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements or (B) adversely affect the ability of the Companies and their Subsidiaries to conduct the Business in any material respect. The Business is in material compliance with the terms of each Permit.

SECTION 3.16 Environmental Matters.

(a) Except as would not have a Material Adverse Effect:

(i) The Companies and their Subsidiaries are in compliance, and for the past three (3) years have been in compliance, with applicable Environmental Laws and the Companies and their Subsidiaries have all Permits required under Environmental Law to operate the Business, and are in compliance, and for the past three (3) years have been in compliance, therewith;

(ii) None of the Companies or any of their Subsidiaries have received any written notice, in each case that remains outstanding or unresolved, from any Governmental Authority or Person with respect to the Business or any Owned Real Property or Real Property Leases, alleging that the Companies or their Subsidiaries are in violation of or are liable under any Environmental Law; and

(iii) The Companies, their Subsidiaries and the Business have not caused a Release of a Hazardous Substance in excess of a reportable and actionable quantity or that requires any investigation, remediation, abatement, decontamination, removal, cleanup, or corrective or remedial action ("Remedial Action") by the Companies or any of their respective Subsidiaries under applicable Environmental Law, including on, at, in, under, to or from any Owned Real Property or Real Property Leases, which Release remains unresolved, and, to the Knowledge of Sellers, there has been no Release of a Hazardous Substance on, at, in, under, or from any Owned Real Property that requires any Remedial Action by the Companies or any of their respective Subsidiaries under applicable Environmental Law.

(b) The representations and warranties contained in this Section 3.16 constitute the sole and exclusive representations and warranties made by the Sellers or the Companies relating in any way to environmental matters.

SECTION 3.17 Intellectual Property.

(a) "Intellectual Property" means any intellectual property of any type or nature in any jurisdiction throughout the world, including: (i) trademarks, service marks, corporate names, trade names, brand names, certification marks, designs, logos, slogans, commercial symbols, business name registrations, trade dress and other similar indications of source or origin and general intangibles of like nature, the goodwill associated with the foregoing and registrations and applications relating to the foregoing, including any extension, modification or renewal of any such registration or application ("Trademarks"); (ii) industrial designs, patents and patent applications (including divisions, continuations, continuations-in-part, reexaminations, renewals, extensions, supplementary protection certificates or reissues thereof) ("Patents"); (iii) rights in computer programs (whether in source code, object code or other forms), algorithms, databases, compilations and data, technology supporting the foregoing, and all documentations including user manuals and training materials, related to any of the foregoing ("Software"); (iv) works of authorship, mask works and other copyright rights, including rights in Software, whether registered or not, and all applications and registrations for the foregoing, and any renewals, extensions, restorations and reversions thereof, and any moral rights and design rights therein and thereto ("Copyrights"); (v) trade secrets, non-public information, and all other confidential or proprietary information and materials, including discoveries, research and development, ideas, know-how, inventions, invention disclosures, proprietary processes, designs, procedures, laboratory notes, technical information, formulae, biological materials, models and methodologies, in each case whether patentable or not, and rights to limit the use or disclosure thereof by any Person ("Trade Secrets"); (vi) all registered domain names ("Domain Names"); and (vii) the right to sue for past infringement, misappropriation, or other violation of any of the foregoing.

(b) Section 3.17(b) of the Disclosure Schedules sets forth a true and complete list, as of the date hereof, of all (i) issued and filed Patents and Patent applications, (ii) Trademark registrations and Trademark applications, (iii) Copyright registrations and Copyright applications and (iv) Domain Names, in each of the foregoing clauses (i), (ii), (iii) and (iv), that relates primarily to the Business and is owned by or exclusively licensed to the Companies or one of their Subsidiaries in any jurisdiction throughout the world ("Company Intellectual Property"), together with and to the extent relating to (i), (ii), (iii) and (iv): the name of the current owner(s) of record; the applicable jurisdiction; the title or general description of the subject matter; and the application or registration number. Except as otherwise indicated in Section 3.17(b) of the Disclosure Schedules, the Companies or one of their Subsidiaries is the sole and exclusive beneficial and record owner of all such Company Intellectual Property, free and clear of any Encumbrances, other than Permitted Encumbrances. To the extent that Sellers or any of their Affiliates (other than the Companies and their Subsidiaries) own any Intellectual Property that relates primarily to the Business and falls within the categories of clauses (i)-(iv) of

the first sentence of this Section 3.17(b), or Sellers or any of their Affiliates (including the Companies and their Subsidiaries) own any material Trade Secrets or material Software that relates primarily to the Business, all such Intellectual Property shall be included within the defined term "Company Intellectual Property".

(c) As of Closing, the Companies or one of their Subsidiaries (i) owns all Company Intellectual Property that is owned by one of such Persons as of the date hereof, (ii) is a party to the licenses under which the Company Intellectual Property is exclusively licensed to one of such Persons as of the date hereof, and (iii) owns any other Intellectual Property acquired by the Sellers or any of their Affiliates (including the Companies and their Subsidiaries) that relates primarily to the Business.

(d) All Business Intellectual Property owned by any of the Companies, the Sellers or any of their Affiliates is subsisting, and, to the Knowledge of Sellers, valid and enforceable, and all other Business Intellectual Property is, to the Knowledge of Sellers, subsisting, valid and enforceable. Since the Prior Acquisition Date, except as set forth in Section 3.17(d) of the Disclosure Schedules, none of the Sellers, the Companies or their Affiliates has received written notice from any third party challenging the validity, enforceability, registrability, maintenance or ownership of any Business Intellectual Property, nor are the Seller, the Companies and their Affiliates a party of any proceeding relating to any such challenge.

(e) (i) The Companies and their Subsidiaries own, are licensed, otherwise have a valid right or are granted such rights pursuant to the Intellectual Property Rights Agreement to, all material Intellectual Property owned by or licensed to the Sellers or their Affiliates and used in or held for use for the conduct of the Business as currently conducted, and (ii) to the Knowledge of Sellers, the operation of the Business and the manufacture, use, sale or import of the Devices has not and does not infringe, misappropriate, dilute or otherwise violate the Intellectual Property of any third party. Since the Prior Acquisition Date, none of the Sellers, the Companies and their Affiliates has received any written notice from any third party (i) that the operation of the Business, or any of its products or services, infringes, misappropriates or violates the Intellectual Property of any third party, (ii) challenging the ownership, validity, or enforceability of any Business Intellectual Property, or (iii) alleging that the use by the Sellers, the Companies and their Affiliates of licensed Business Intellectual Property is in breach of any applicable agreement pursuant to which the Sellers, the Companies and their Affiliates licensed such Intellectual Property or (iv) alleging misuse or antitrust violations arising from the use or other exploitation by the Sellers, the Companies and their Affiliates of any Business Intellectual Property.

(f) To the Knowledge of Sellers, no third party is engaging, or has engaged since the Prior Acquisition Date, in any activity that misappropriates, infringes or violates, either

directly or indirectly, any material Business Intellectual Property owned by any of the Companies, the Sellers or their Affiliates, or any other material Intellectual Property used in or held for use for the conduct of the Business. No litigation has been brought or threatened in writing against any third party by the Sellers, the Companies and their Affiliates, with respect to any material Intellectual Property used in or held for use for the conduct of the Business.

(g) Other than pursuant to the IP Contracts (other than pursuant to a sale of products to customers in the ordinary course of business), (i) since the Prior Acquisition Date, the Sellers, the Companies and their Affiliates have not licensed or sublicensed their rights in any material Business Intellectual Property, (ii) prior to the Prior Acquisition Date, to the Knowledge of Sellers, the Companies and their Affiliates did not license or sublicense their rights in any material Business Intellectual Property to any Person, and, (iii) except as set forth on Section 3.17(g)(iii) of the Disclosure Schedules, no royalties, honoraria or other fees, in each case that are material to the Companies and their Affiliates, are payable by or to the Sellers, the Companies and their Affiliates for the use of or right to use any material Business Intellectual Property. None of the Sellers, the Companies and their Affiliates has granted any third party any right to control the prosecution or registration of any material Business Intellectual Property, or to bring, defend or otherwise control any litigation with respect to any material Business Intellectual Property: (i) since the Prior Acquisition Date, and (ii) to the Knowledge of Sellers, the Companies and their Affiliates prior to the Prior Acquisition Date, in each case, except as expressly permitted under an IP Contract. None of the Sellers, the Companies and their Affiliates has entered into or is subject to any orders, forbearances to sue, licenses or other arrangements in connection with the resolution of any disputes, litigation or adversarial proceedings that (A) restricts the Sellers, the Companies and their Affiliates with respect to any material Business Intellectual Property, (B) restricts the Business in any material manner in order to accommodate any third party's Intellectual Property, or (C) permits any third party to use any material Business Intellectual Property, in each case except as expressly permitted under an IP Contract.

(h) The Sellers, the Companies and their Affiliates have implemented reasonable measures to maintain the confidentiality of Trade Secrets used in or held for use for the conduct of the Business. Each current or former Business Employee or employee of any of the other Sellers, the Companies and their Affiliates, to the extent such Business Employee or employee was involved in the development of material Intellectual Property to be used or held for use by the Companies or a Subsidiary of the Companies, has executed an agreement protecting the confidentiality of the Trade Secrets used in or held for use for the conduct of the Business and assigning rights to the Companies or a Subsidiary of the Companies in any (i) Intellectual Property developed while working on behalf of the Companies or such Subsidiary or (ii) Business Intellectual Property while working on behalf of any other Sellers, the Companies or their Affiliates, and each contractor, developer or consultant that is developing or has

developed any material Intellectual Property for the Business or that has had access to any material Trade Secrets of the Business has executed an agreement protecting the confidentiality of the Trade Secrets and assigning rights to the Companies or a Subsidiary of the Companies in such Intellectual Property. Since the Prior Acquisition Date, there has not been any disclosure of any confidential information of the Business (including any confidential information of any other third party disclosed in confidence to the Companies or any of their Subsidiaries), which confidential information was intended to be kept confidential and for which confidentiality was material to the value of such confidential information, to any third party in a manner that has resulted or is likely to result in such confidential information entering into the public domain. Since the Prior Acquisition Date, no litigation has been asserted or, to the Knowledge of Sellers, threatened against the Sellers, the Companies and their Affiliates alleging a violation with respect to the Business of any third party's confidential information, privacy or personal information or data rights, and the Sellers, the Companies and their Affiliates have complied in all material respects with all applicable Laws, as well as their own publicized rules, policies, and procedures, applicable to the Business and relating to privacy, data protection, and the collection and use of personally identifiable information with respect to the Business.

(i) Since the Prior Acquisition Date, no funding, facilities or personnel of any Governmental Authority were used to develop or create, in whole or in part, any Business Intellectual Property owned by Sellers, the Companies and their Affiliates.

(j) With respect to the use of Software that is material to the conduct of the Business as currently conducted, (i) no capital expenditures (including any royalties or other one-time or recurring payments) are necessary with respect to such use other than non-material capital expenditures in the ordinary course of business that are consistent with the past practice of the Business or capital expenditures which are contemplated by the capital expenditure budget provided or made available to Purchaser prior to the date of this Agreement, and (ii) the Business has not experienced any material defect in such Software, including any material error or omission in the processing of any transactions, other than defects which have been corrected.

(k) To the Knowledge of Sellers, all Publicly Available Software used or held for use by the Business has been used in its entirety and without modification. Except as set forth in Section 3.17(k) of the Disclosure Schedules, none of the Sellers, the Companies or their Affiliates has incorporated into any Device (including any Device currently under development) any Publicly Available Software, in whole or in part, in a manner that may require, or condition the use, hosting or distribution of any Software of the Sellers, the Companies or their Affiliates or the disclosure, licensing or distribution of any source code for any portion of such Intellectual Property.

SECTION 3.18 Real Property.

(a) Section 3.18(a) of the Disclosure Schedules sets forth a true, correct and complete list of all real property owned by the Companies and used by the Business (the "Owned Real Properties"). The Companies or one of their Subsidiaries has good and marketable title to each of the Owned Real Properties, free and clear of all Liens other than Permitted Encumbrances. There are no purchase options, rights of first refusal or similar rights outstanding with respect to any of the Owned Real Properties. Neither the Companies nor any of their Subsidiaries have received written notice of any pending, and to the Knowledge of Sellers there is no threatened, condemnation or similar proceeding with respect to any of the Owned Real Properties. The Sellers have heretofore delivered to Purchaser true, correct and complete copies of all leases pursuant to which the Companies or any of their Subsidiaries leases all or a portion of any Owned Real Property to a third party. To the Knowledge of Sellers, each such lease is valid, binding and in full force and effect, all rent and other sums and charges payable to the Companies or their Subsidiaries as landlords thereunder are current in all material respects. To the Knowledge of Sellers, no termination event or condition or uncured default of a material nature on the part of the Companies or, if applicable, their Subsidiaries or the tenant thereunder exists under any such lease. No brokerage commissions, fees or similar costs or expenses are owed by the Companies or any of their Subsidiaries with respect to any leases of all or a portion of any Owned Real Property.

(b) Section 3.18(b) of the Disclosure Schedules sets forth a true, correct and complete list of all leases, subleases and other agreements under which the Companies or any of their Subsidiaries uses or occupies or has the right to use or occupy, now or in the future, in each case, in connection with the Business, any real property (the "Real Property Leases"). The Companies have heretofore delivered to Purchaser true, correct and complete copies of all Real Property Leases (including all material modifications, amendments, supplements, waivers and side letters thereto). Each Real Property Lease is, to the Knowledge of Sellers, valid and binding and is in full force and effect, enforceable against the Companies or one of their Subsidiaries that is a party thereto, except as limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at Law or in equity), and all rent and other sums and charges payable by the Companies or any of their Subsidiaries as tenants thereunder are current in all material respects. To the Knowledge of Sellers, no termination event or condition or uncured default of a material nature on the part of the Companies or, if applicable, their Subsidiaries or the landlord thereunder exists under any Real Property Lease. The Companies and each of their Subsidiaries has a good and valid leasehold interest in each parcel of real property leased by it free and clear of all Liens except (i) those reflected or reserved against in the Financial Information, (ii) Taxes and general and special assessments not yet past due and payable or delinquent, (iii) any Liens solely affecting the fee interest in such parcel and with respect to which either (A) the Companies' or their

Subsidiaries' rights are superior to such Liens, or (B) there is a valid and enforceable subordination and non-disturbance agreement pursuant to which the rights and interests of the Companies or their Subsidiaries, as applicable, will not be disturbed if the landlord thereunder defaults under such Lien and (iv) other Liens which do not materially interfere with the Companies' use and enjoyment of such real property or materially detract from or diminish the value thereof. No brokerage commissions, fees or similar costs or expenses are owed by the Companies or any of their Subsidiaries with respect to any Real Property Leases. Neither the Companies nor any of their Subsidiaries have received written notice of any pending, and to the Knowledge of Sellers there is no threatened, condemnation or similar proceeding with respect to any property leased pursuant to any of the Real Property leases.

SECTION 3.19 Material Contracts.

(a) Section 3.19(a) of the Disclosure Schedules lists as of the date hereof, and the Companies have made available to Purchaser (or to Purchaser's counsel on an outside-counsel-only basis), true, correct and complete copies of each Contract relating to the Business to which the Companies or any of their Subsidiaries is a party or by which the Companies, any of their Subsidiaries or any of their respective properties or assets is bound that:

(i) contains covenants that limit the ability of the Companies or their Subsidiaries (or which, following the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements, could restrict or purport to restrict the ability of Purchaser or any of its Affiliates following the Closing): (A) to compete in any business or with any Person or in any geographic area or to sell, supply or distribute any service or product (including any non-compete, exclusivity or "most-favored nation" provisions), (B) to purchase or acquire an interest in any other entity, or (C) to enforce their rights under any Contract or applicable Law, including any covenant not to sue;

(ii) is an employment, severance or change in control agreement that provides aggregate future benefits, including severance, to a current or former Business Employee in excess of $150,000 in any twelve (12) month period (other than any unwritten Contract required by applicable Law relating to the employment of any such employee or former employee outside of the United States);

(iii) requires future payments by or to the Companies or their Subsidiaries in respect of the Business in excess of $750,000 per annum and contains "change of control" or similar provisions (other than provisions which

are not triggered by the transactions contemplated by this Agreement), except for Contracts terminable by either party upon notice of sixty (60) days or less without penalty or further payment;

(iv) provides for or governs the formation, creation, operation, management or control of any partnership or joint venture arrangement with any Person other than the Companies or their Subsidiaries;

(v) involves (A) the use or license by the Companies or any of their Subsidiaries of any Business Intellectual Property owned by a third party (other than Contracts for commercial off-the-shelf Software that are generally available on standard terms, for aggregate license fees of $30,000 or less); (B) the joint development of products or technology with a third party; (C) the grant to a third party by the Companies or by any of their Subsidiaries of the right to use, enforce or register any of its material Business Intellectual Property, other than the granting of such rights pursuant to a sale of products to customers in the ordinary course of business; (D) any coexistence or indemnification agreement or covenant not to sue; or (E) a restriction in the Companies' or a Subsidiary's right to use or register any material Business Intellectual Property (collectively, "IP Contracts");

(vi) requires aggregate future payments in excess of $500,000 for capital expenditures or for the acquisition or construction of fixed assets;

(vii) is the largest Contract (by dollar value based on the fiscal year ended December 31, 2014) with (A) each Major Customer, (B) each Major Supplier, and (C) each of the ten (10) largest distributors of products of the Companies and their Subsidiaries for the fiscal year ended December 31, 2014;

(viii) pursuant to which the Companies or any of their Subsidiaries have granted any exclusive marketing, sales representative relationship, franchising, consignment or distribution right to any third party;

(ix) involves any exchange traded or over the counter swap, forward, future, option, cap, floor or collar financial Contract, or other derivative Contract, or any other interest rate or foreign currency protection Contract;

(x) other than solely among wholly owned Subsidiaries of the Companies, relates to (A) indebtedness for borrowed money having an outstanding principal amount in excess of $2,000,000 or (B) conditional sale arrangements, the sale, securitization or servicing of loans or loan portfolios, in

each case in connection with which the aggregate actual contingent obligations of the Companies and their Subsidiaries under such Contract are greater than $2,000,000;

(xi) involves the acquisition or disposition, directly or indirectly (by merger or otherwise), of a business or capital stock or other equity interest of another Person, which acquisition or disposition has yet to be consummated or was for greater than $10,000,000 in consideration and consummated since the Prior Acquisition Date;

(xii) (A) is not otherwise required to be disclosed by another clause of this Section 3.19(a), (B) is not a Contract with customer, supplier or distributor of the Companies, and (C) by its terms calls for future aggregate payments by the Companies and their Subsidiaries or to the Companies or any of their Subsidiaries under such Contract of more than $1,000,000 in any one year (including by means of royalty payments);

(xiii) is a lease or sub-lease of any equipment, machinery, vehicle or other tangible personal property which require future annual payments in excess of $500,000;

(xiv) is a lease or sub-lease of real property;

(xv) is between the Companies and any of their Subsidiaries, other than any Contract relating to the operation of the Companies and their Subsidiaries in the ordinary course consistent with past practice;

(xvi) contains a right of first refusal, first offer or first negotiation;

(xvii) required during the last twelve (12) months, or is reasonably expected to require in the future, payments from the Companies or any of their Subsidiaries to any person or organization for referrals to the Companies or any of their Subsidiaries;

(xviii) contains covenants of the Companies or any of their Subsidiaries to indemnify or hold harmless another Person, unless such indemnification or hold harmless obligation to such Person, or group of Persons, as the case may be, is in the ordinary course of business consistent with past practice or reasonably expected to be less than $500,000 (excluding attorneys' fees);

(xix) relates to an acquisition and provides that the Companies or any of their Subsidiaries have any "earn-out" or other milestone or contingent payment obligations; or

(xx) is with an individual consultant (or similar arrangements) that involves annual payments in excess of $250,000, or in the case of a Contract with a U.S. health care professionals $100,000, and is not cancelable without penalty or further payment and without more than 60 days' notice.

Each Contract of the type described in this Section 3.19(a) is referred to herein as a "Material Contract."

(b) Each Material Contract is in full force and effect and is valid and binding on one of the Companies or their Subsidiaries and, to the Knowledge of Sellers, each other party thereto. The Companies and their Subsidiaries have and, to the Knowledge of Sellers each other party thereto has, performed and complied in all material respects with all obligations required to be performed or complied with by them under each Material Contract. There is no default under any Material Contract by the Companies or any of their Subsidiaries, nor, to the Knowledge of Sellers, by any other party, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a default thereunder by the Companies or any of their Subsidiaries or, to the Knowledge of Sellers, by any other party thereto, except for those defaults which would not have a Material Adverse Effect.

SECTION 3.20 Regulatory Compliance.

(a) The Business is and has been since the Prior Acquisition Date, in compliance in all material respects with all health care laws applicable to the Business, including, but not limited to, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), the Stark law (42 U.S.C. § 1395nn), the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320d et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. §§ 17921 et seq.), the exclusion laws (42 U.S.C. § 1320a-7), the Federal Food Drug and Cosmetic Act (21 U.S.C. §§ 301 et seq.) (the "FDCA"), the Medicare and Medicaid statutes (Title XVIII and Title XIX of the Social Security Act), any comparable foreign, federal or state laws, and the regulations promulgated pursuant to such laws (collectively, "Health Care Laws").

(b) Except as set forth in Section 3.20(b) of the Disclosure Schedules, as of the date hereof, the Companies have not received any written notification of any pending or, to the Knowledge of Sellers, threatened, claim, suit, proceeding, hearing, enforcement, audit,

investigation or arbitration from any Governmental Authority, including the United States Food and Drug Administration ("FDA"), the Centers for Medicare & Medicaid Services, and the U.S. Department of Health and Human Services Office of Inspector General, alleging potential or actual material non-compliance by the Business under any Health Care Laws.

(c) Except as set forth in Section 3.20(c) of the Disclosure Schedules, the Companies and their Subsidiaries hold such Permits of the FDA required for the conduct of the Business as currently conducted (collectively, the "FDA Permits") and all such FDA Permits are in full force and effect. As of the date hereof, and since the Prior Acquisition Date, neither the Companies nor any of their Subsidiaries have received any material written information from the FDA or any other Healthcare Regulatory Authority with jurisdiction over the marketing, sale, use, handling and control, safety, efficacy, reliability, or manufacturing of Devices which would reasonably be expected to lead to the denial of any application for marketing approval or clearance currently pending before the FDA or such other Healthcare Regulatory Authority, other than routine regulatory comments.

(d) Since the Prior Acquisition Date, all material reports, documents, claims and notices required to be filed, maintained, or furnished to the FDA by the Business has been so filed, maintained or furnished and, to the Knowledge of Sellers, were complete and correct in all material respects on the date filed (or were corrected in or supplemented by a subsequent filing).

(e) Except as set forth in Section 3.20(e) of the Disclosure Schedules, and since the Prior Acquisition Date, the Companies and their Subsidiaries have not voluntarily or, as of the date hereof, involuntarily initiated, conducted or issued, or caused to be initiated, conducted or issued, any recalls, field notifications, field corrections, market withdrawals or replacements, warnings, "dear doctor" letters, investigator notices or safety alerts relating to an alleged lack of safety, efficacy, or regulatory compliance of any product manufactured, distributed or marketed by or on behalf of the Business (each, a "Safety Notice"). To the Knowledge of Sellers, as of the date hereof, there are no facts which are reasonably likely to cause a Safety Notice. Neither the Companies nor their Subsidiaries have received any written notice that the FDA or any other Healthcare Regulatory Authority has (i) commenced, or threatened to initiate, any action to withdraw its investigational device exemption, premarket clearance or premarket approval or request the recall of any product or product candidate of the Business, (ii) commenced, or threatened to initiate, any action to enjoin manufacture or distribution of any product or product candidate of the Business or (iii) commenced, or threatened to initiate, any action to enjoin the manufacture or distribution of any product or product candidate produced at any facility where any product or product candidate of the Business is manufactured, tested, processed, packaged or held for sale.

(f) Since the Prior Acquisition Date, the clinical and pre-clinical studies conducted by or on behalf of or sponsored by the Business, or in which the Business or its products or product candidates have participated have been, and, if still pending, are being conducted in all material respects in accordance with all applicable Health Care Laws, including, but not limited to, the FDCA and its applicable implementing regulations at 21 C.F.R. Parts 50, 54, 56, 58, 812, 814 and 820. Since the Prior Acquisition Date, the Companies and their Subsidiaries have not received any written notices, correspondence or other communication from the FDA or any other Healthcare Regulatory Authority requiring the termination or suspension of any clinical trials conducted by, or on behalf of, the Business, or in which the Business has participated.

(g) Since the Prior Acquisition Date, except as described in Section 3.20(g) of the Disclosure Schedules, neither the Companies nor any of their Subsidiaries have received any FDA Form 483, notice of adverse finding, warning letters, untitled letters or other notices alleging a lack of safety from the FDA or any other Healthcare Regulatory Authority and there is no action or proceeding pending or, to the Knowledge of Sellers, threatened by any Healthcare Regulatory Authority, contesting the investigational device exemption, premarket clearance or approval of, the uses of, or the labeling or promotion of, or otherwise alleging any violation of a Health Care Law, except as relates solely to the Excluded Assets and Excluded Liabilities or as would not, individually or in the aggregate, adversely affect the ability of the Companies and any of their Subsidiaries to conduct the Business in any material respect.

(h) None of the Companies or their Subsidiaries is the subject of any pending or, to the Knowledge of Sellers, threatened investigation regarding the Business or the Business' products, by the FDA pursuant to its "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities" Final Policy set forth in 56 Fed. Reg. 46191 (September 10, 1991) and any amendments thereto (collectively, "FDA Fraud Policy"). Since the Prior Acquisition Date, neither the Companies or their Subsidiaries nor, to the Knowledge of Sellers, any officer, employee, agent or distributor of the Companies or any of their Subsidiaries relating to the Business, have made an untrue statement of a material fact to the FDA or any other Governmental Authority, failed to disclose a material fact required to be disclosed to the FDA or any other Healthcare Regulatory Authority, or committed an act, made a statement, or failed to make a statement that, at the time such disclosure was made, would reasonably be expected to provide a basis for the FDA or any other Governmental Authority to invoke the FDA Fraud Policy. Since the Prior Acquisition Date, neither the Companies or their Subsidiaries, nor, to the Knowledge of Sellers, any officer, employee, agent or distributor of the Companies or any of their Subsidiaries relating to the Business, have been convicted of any crime or engaged in any conduct for which debarment is mandated by 21 U.S.C. § 335a(a) or any similar Law or authorized by 21 U.S.C. § 335a(b) or any similar Law. Since the Prior Acquisition Date, neither the Companies or their Subsidiaries, nor, to the Knowledge of Sellers, any officer, employee,

agent or distributor of the Companies or any of their Subsidiaries, in each case, relating to the Business, have been convicted of any crime or engaged in any conduct for which such Person could be excluded from participating in the federal health care programs under Section 1128 of the Social Security Act of 1935, as amended, or any similar Law. As of the date hereof, no claims, actions, proceedings or investigations relating to the Business that would reasonably be expected to result in a debarment or exclusion are pending or, to the Knowledge of Sellers, threatened, against the Companies or any of their Subsidiaries or, to the Knowledge of Sellers, any of their managers, officers, employees or agents.

(i) As of the date hereof, none of the Companies or any of their Subsidiaries are a party to any corporate integrity agreements, monitoring agreements, consent decrees, settlement orders, or similar agreements with respect to the Business with or imposed by any Governmental Authority.

SECTION 3.21 Product Liability. As of the date hereof, except as set forth in Section 3.21 of the Disclosure Schedules, none of the Sellers, the Companies nor their Subsidiaries has received written notice of a material claim for or based upon breach of product warranty or product specifications or any other allegation of material Liability resulting from the sale of any Device or the provision of any services related thereto. The Devices sold on or prior to the Closing Date (including the features and functionality offered thereby) and services rendered by the Sellers, the Companies or their Subsidiaries related thereto comply in all material respects with all contractual requirements, covenants or express or implied warranties applicable thereto.

SECTION 3.22 Insurance. Section 3.22 of the Disclosure Schedules sets forth a true, correct and complete list of all currently effective material insurance policies relating to the Business, and issued in favor of the Companies or any of their Subsidiaries or pursuant to which the Companies or any of their Subsidiaries is a named insured or otherwise a beneficiary. With respect to each such insurance policy, (i) the policy is in full force and effect and all premiums due thereon have been paid, (ii) except as would not have a Material Adverse Effect, neither the Companies nor any of their Subsidiaries are in breach or default, and neither the Companies nor any of their Subsidiaries have taken any action or failed to take any action which, with notice or the lapse of time or both, would constitute such a breach or default, or permit termination or modification of, any such policy, and (iii) to the Knowledge of Sellers, no insurer on any such policy has been declared insolvent or placed in receivership, conservatorship or liquidation, and no notice of cancellation or termination has been received with respect to any such policy.

SECTION 3.23 Questionable Payments. Since the Prior Acquisition Date, neither the Companies nor any of their Subsidiaries (nor, to the Knowledge of Sellers, any of

their Representatives) have, in connection with the operation of the Business, (a) used or promised any funds for unlawful contributions, payments, gifts or entertainment, or made any unlawful expenditures relating to political activity to government officials, candidates or members of political parties or organizations, or established or maintained any unlawful or unrecorded funds in violation of the Foreign Corrupt Practices Act of 1977, as amended, or any other similar applicable Law, or (b) paid, promised, accepted or received any unlawful contributions, payments, expenditures or gifts.

SECTION 3.24 Related Party Transactions. Except as disclosed on Section 3.24 of the Disclosure Schedules, no current manager, director, officer, or Affiliate of the Companies or their Subsidiaries (a) has outstanding any Indebtedness to the Companies or any of their Subsidiaries, or (b) is otherwise a party to, or directly or indirectly benefits from, any Contract with the Companies or any of their Subsidiaries which is neither an employment Contract nor a Company Plan.

SECTION 3.25 Commercial Relationships.

(a) Section 3.25(a) of the Disclosure Schedules sets forth the ten (10) largest customers of the Business as of the date hereof, as measured by the dollar amount of payments made by such customers for the fiscal year ended December 31, 2014. Neither the Companies nor any of their Subsidiaries have received written notification that any such customer intends to terminate or adversely change its relationship with the Companies or any of their Subsidiaries in any material respect.

(b) Section 3.25(b) of the Disclosure Schedules sets forth the five (5) largest suppliers of parts, inventory, components or other materials used in the products of the Business as of the date hereof, as measured by the dollar amount of payments made to such suppliers for the fiscal year ended December 31, 2014. Neither the Companies nor any of their Subsidiaries have received written notification that any such supplier intends to terminate or adversely change its relationship with the Companies or any of their Subsidiaries in any material respect.

SECTION 3.26 U.S. Export and Import Controls.

(a) The Companies and their Subsidiaries are, and since the Prior Acquisition Date have been, in material compliance with applicable United States export control and import laws, and with United States Laws governing embargoes, sanctions and boycotts, including the Arms Export Controls Act (22 U.S.C. § 2778), the International Emergency Economic Powers Act (50 U.S.C. § 1701 et seq.), the Export Administration Act of 1979 (50 U.S.C. app. 2401-2420), the International Traffic in Arms Regulations (22 C.F.R. § 120 et seq.), the Export Administration Regulations (15 C.F.R. § 730 et seq.), the Foreign Trade Regulations (15 C.F.R. Part 30) and all rules, regulations and executive orders relating to any of the foregoing, and the

laws administered by the Office of Foreign Assets Controls of the United States Department of the Treasury, and the laws administered by United States Customs and Border Protection (collectively, the "U.S. Export Control and Import Laws").

(b) As of the date hereof, and since the Prior Acquisition Date, neither the Companies nor any of their Subsidiaries have received any written communication from any Governmental Authority that alleges that the Business or any agent or employee thereof has had a material violation of, is not in material compliance with, or has any material liability under, any U.S. Export Control and Import Laws.

(c) Since the Prior Acquisition Date, neither the Companies nor any of their Subsidiaries have made or intend to make any disclosure (voluntary or otherwise) to any Governmental Authority with respect to any potential violation or liability of the Business arising under or relating to any U.S. Export Control and Import Laws.

(d) As of the date hereof, and since the Prior Acquisition Date, there have been no administrative enforcement actions, or, to the Knowledge of Sellers, investigations, pending or closed by any Governmental Authority with respect to any potential material violation or liability of the Business arising under or relating to any U.S. Export Control and Import Laws.

SECTION 3.27 Seller Parent Guaranty. Concurrently with the execution of this Agreement, Sellers have delivered to Purchaser the limited guaranty (the "Seller Parent Guaranty") of Endo Limited ("Seller Parent"), dated as of the date hereof. The Seller Parent Guaranty is in full force and effect and is a valid and binding obligation of Seller Parent, enforceable against Seller Parent in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles. No event has occurred which, with or without notice, lapse of time or both, would constitute a default on the part of Seller Parent under the Seller Parent Guaranty.

SECTION 3.28 Brokers. No broker, finder, investment banker or financial advisor (other than Bank of America Merrill Lynch, whose fees and expenses shall be paid by the Sellers) is or shall be entitled to receive any brokerage, finder's, financial advisor's, transaction or other fee or commission in connection with this Agreement or the transactions contemplated hereby based upon agreements made by or on behalf of the Sellers, Companies, any of their Subsidiaries or any of their respective officers, managers, directors or employees.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers that the statements contained in this Article IV are true and correct as of the date hereof and as of the Closing Date.

SECTION 4.01 Organization and Authority of Purchaser. Except as would not, individually or in the aggregate, reasonably be expected to prevent, materially impede or materially delay the consummation of the transactions contemplated hereby or otherwise affect Purchaser's ability to satisfy its obligations hereunder, Purchaser is a duly organized and validly existing corporation in good standing under the Laws of the State of Delaware.

SECTION 4.02 Corporate Approvals.

(a) Purchaser has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.

(b) The board of directors of Purchaser has determined that the Agreement is in the best interests of Purchaser, declared advisable this Agreement and approved the execution, delivery and performance of this Agreement and the other transactions contemplated hereby.

SECTION 4.03 Authority for this Agreement. The execution and delivery of this Agreement by Purchaser and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate proceedings on the part of Purchaser. This Agreement has been duly and validly executed and delivered by Purchaser and, assuming that this Agreement is a valid and binding obligation of the Sellers, constitutes a legal, valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by bankruptcy laws, other similar laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

SECTION 4.04 Consents and Approvals; No Violation. Neither the execution and delivery of this Agreement by Purchaser nor the consummation of the transactions contemplated hereby will (a) violate or conflict with or result in any breach of any provision of the certificate of incorporation or bylaws of Purchaser, (b) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority, except (i) as may be required under the HSR Act and any Foreign Antitrust Laws, or (ii) the applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder, (c) violate, conflict with or result in a breach of any provision of, or require any consent, waiver or approval or result in a default (or give rise to any right of termination, cancellation, modification or acceleration or any event that, with the giving of notice, the passage of time or otherwise, would constitute a default or give rise to any such right) under any of the terms, conditions or provisions of any Contract to which Purchaser or any of its Subsidiaries is a party or by which

Purchaser or any of its Subsidiaries or any of their respective assets may be bound, or (d) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Purchaser or any of its Subsidiaries or by which any of their respective assets are bound, except that in each of clauses (b), (c) or (d) where any failure to obtain such consents, approvals, authorizations or permits, any failure to make such filings or any such violations, conflicts, breaches or defaults would not, individually or in the aggregate, reasonably be expected to prevent, materially impede or materially delay the consummation of the transactions contemplated hereby or otherwise affect Purchaser's ability to satisfy its obligations hereunder.

SECTION 4.05 Litigation. There is no Action or Proceeding pending or, to the Knowledge of Purchaser, threatened against or relating to Purchaser or any of its Subsidiaries, except as would not, individually or in the aggregate, reasonably be expected to prevent, materially impede or materially delay the consummation of the transactions contemplated hereby or otherwise affect Purchaser's ability to satisfy its obligations hereunder. Neither Purchaser nor any of its Subsidiaries is subject to any outstanding order, writ, injunction or decree, except as would not, individually or in the aggregate, reasonably be expected to prevent, materially impede or materially delay the consummation of the transactions contemplated hereby or otherwise affect Purchaser's ability to satisfy its obligations hereunder.

SECTION 4.06 Investment Purpose. Purchaser is acquiring the Interests solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Purchaser acknowledges that the Interests are not registered under the Securities Act, or any state securities laws, and that the Interests may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable. Purchaser is able to bear the economic risk of holding the Interests for an indefinite period (including total loss of its investment), and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment.

SECTION 4.07 Available Funds. Purchaser has, and at Closing shall have, sufficient cash, available lines of credit or other sources of immediately available funds to enable it to pay the Preliminary Purchase Price as required by this Agreement, the Preferred Stock Purchase Price as required by the Preferred Stock Purchase Agreement and any fees and expenses of Purchaser and its applicable Affiliates relating to the transactions contemplated by this Agreement.

SECTION 4.08 Brokers. Purchaser will be responsible for any brokerage, finder's, financial advisor's or other fee or commission payable to any broker, finder or

investment banker in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser.

ARTICLE V
COVENANTS

SECTION 5.01 Conduct of Business Prior to the Closing.

(a) Each of the Sellers agrees that, during the period from the date hereof until the Closing or such earlier time as this Agreement may be terminated in accordance with its terms, except as (I) otherwise expressly permitted or required by this Agreement or the other Ancillary Agreements, (II) contemplated by the Company Restructuring, (III) required by applicable Law, (IV) set forth in Section 5.01(a) of the Disclosure Schedules, or (V) consented to by Purchaser in writing (which consent shall not be unreasonably conditioned, withheld or delayed), it shall cause the Companies and their Subsidiaries to conduct the Business in the ordinary course consistent with past practice, and Sellers will cause the Companies and their Subsidiaries to use their commercially reasonable efforts to preserve intact their business organization, to keep available the services of their current officers and Business Employees and to preserve the present relationships with those Persons having significant business relationships with the Companies or any of their Subsidiaries. Without limiting the generality of the foregoing and except as (A) otherwise expressly permitted or required by this Agreement or the other Ancillary Agreements, (B) contemplated by the Company Restructuring, (C) required by applicable Law, (D) set forth in Section 5.01(a) of the Disclosure Schedules or (E) consented to by Purchaser in writing (which consent shall not be unreasonably conditioned, withheld or delayed), during the period specified in the preceding sentence, each of the Sellers shall not, and shall not permit the Companies or any of their Subsidiaries to, to the extent it relates to the Business:

(i) issue, sell, grant options or rights to purchase, pledge, or authorize or propose the issuance, sale, grant of options or rights to purchase or pledge, any Interests or Subsidiary Securities;

(ii) repurchase, acquire or redeem, directly or indirectly, or amend the rights of any Interests;

(iii) subdivide, split, combine, exchange, recapitalize, reclassify or enter into any similar transaction with respect to any of its equity interests or declare, set aside, make or pay any dividend or distribution (whether in cash, stock or property) on any Interests (other than cash dividends paid to the Companies or one of their wholly owned Subsidiaries by a wholly owned

Subsidiary of the Companies with regard to its capital stock or other equity interests), except that Sellers shall be entitled to receive from the Companies or any of their Subsidiaries, by way of dividends, distributions, return of capital or otherwise all Cash and Cash Equivalents owned or held by or for the benefit of the Companies or any of their Subsidiaries;

(iv) make (x) any acquisition or cause any acquisition to be made, by means of a merger, consolidation, recapitalization, joint venture or otherwise, of any material assets or any business or equity interest of any Person or (y) any sale, lease, encumbrance or other disposition of assets or securities of the Companies or any of their Subsidiaries, in each case involving the payment of consideration (including consideration in the form of assumption of liabilities) of $1,000,000 or more or the disposition of assets or securities with a fair market value in excess of $1,000,000, except for purchases or sales of raw materials or inventory made in the ordinary course of business and consistent with past practice;

(v) adopt a plan of complete or partial liquidation, dissolution, recapitalization or restructuring;

(vi) enter into any Material Contract or amend any Material Contract in any material respect or terminate any Material Contract or grant any release or relinquishment of any material rights under any Material Contract;

(vii) enter into, modify, supplement or amend any material lease or sublease of any real property;

(viii) (x) incur, assume, suffer to exist or otherwise become liable or responsible for any Indebtedness, except for short-term Indebtedness incurred in the ordinary course of business consistent with past practice to fund working capital requirements in an amount not to exceed $3,000,000 at any time, (y) repay, redeem or repurchase any long-term or short-term Indebtedness or (z) cancel any Indebtedness or settle any material claim owed to the Companies or any of their Subsidiaries;

(ix) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person except (i) wholly owned Subsidiaries of the Companies or (ii) obligations with respect to Indebtedness of such other Person that do not constitute Indebtedness of the Company or its Subsidiaries;

(x) make any loans, advances or capital contributions to, or investments in, any other Person (other than wholly owned Subsidiaries of the Companies);

(xi) change in any respect any financial accounting period or any financial accounting methods, principles or significant practices used by it, except as required by GAAP or applicable law;

(xii) make, change or revoke any Tax election, amend any material Tax Return, settle or compromise any material Tax liability, agree to an extension of the statute of limitations with respect to the assessment or collection of material Taxes, make any change in Tax accounting methods or periods, or enter into any closing agreement with respect to any material Tax;

(xiii) adopt any amendments to its Certificate of Incorporation or Bylaws (or other similar governing documents);

(xiv) other than as required by applicable Law or the terms of any Benefit Plan, (x) enter into any agreement with any Business Employee at the vice president level or above providing for the grant of any severance or termination pay which will or may become due and payable on or after the Closing Date, (y) grant, award or increase any salary, bonus, equity or equity-based award or benefits payable under any Benefit Plan other than merit-based salary or wage increases made in the ordinary course of business in connection with an annual review of salaries and wages and other than the payment or settlement of salary, bonus, equity or equity-based awards, or benefits in the ordinary course of business; (z) accelerate the payment or benefits payable to any director, officer or employee, other than with respect to non-officer employees in the ordinary course of business consistent with past practice;

(xv) adopt, enter into, amend or terminate any collective bargaining, works council or similar labor agreement with a works council, union or other employee group other than renewals of any existing agreement in the ordinary course of business consistent with past practice;

(xvi) adopt, enter into, amend or terminate any Company Plan (other than as required by applicable Law or to reflect changes in plan administration);

(xvii) incur any capital expenditure or any obligations, liabilities or indebtedness in respect thereof, except for capital expenditures not to exceed $7,000,000;

(xviii) hire any person to be employed by the Companies or any of their Subsidiaries for performance of services to the Business or terminate the employment of any Business Employee, other than the hiring or firing of a Business Employee below the vice-president level in the ordinary course of business consistent with past practice;

(xix) form or commence the operations of any business or any corporation, partnership, joint venture, business association or other business organization or division thereof or enter into any new line of business;

(xx) pay, loan or advance (other than the payment of compensation, managers' or directors' fees or reimbursement of expenses in the ordinary course of business consistent with past practice, including pursuant to existing indemnification agreements with officers, managers and directors) any amount to, or sell, transfer or lease any properties or assets (real, personal or mixed, tangible or intangible) to, or enter into any agreement outside of the ordinary course with, any of its officers, managers or directors or any Affiliate of any of its officers, managers or directors;

(xxi) pay, discharge, settle or satisfy any suit, action, claim, proceeding, investigation or other liability (whether contingent, absolute, accrued, unaccrued, asserted, unasserted or otherwise) other than (x) liabilities reflected or reserved against in, or contemplated by, the Financial Information (or the notes thereto), (y) liabilities incurred in the ordinary course of business, consistent with past practice or (z) the settlement of any suit, action, claim, proceeding or investigation solely for monetary damages (without any admission of liability or other adverse consequences or restrictions on the Companies, Sellers or Purchaser) not in excess of $500,000 individually or $1,000,000 in the aggregate;

(xxii) (w) fail to take any action necessary to protect or maintain the Intellectual Property owned, used or held for use by the Companies or any of their respective Subsidiaries that is material to the conduct of the business of the Companies or any of their respective Subsidiaries as currently conducted and planned by the Companies or any of their respective Subsidiaries to be conducted, including the prosecution of pending applications for Patents and Trademarks, the filing of documents or other information or the payment of any maintenance or

other fees related thereto, (x) sell, convey, transfer or encumber (other than a Permitted Encumbrance) any Business Intellectual Property, (y) grant to any third party any license, or enter into any indemnification or covenant not to sue agreement, with respect to any material Business Intellectual Property, except non-exclusive licenses granted pursuant to a sale of products to customers in the ordinary course of business consistent with past practice, or (z) disclose or allow to be disclosed any material confidential information or material confidential Business Intellectual Property to any Person, other than in the ordinary course of business consistent with past practice and subject to a confidentiality or non-disclosure covenant protecting against further disclosure thereof;

(xxiii) sell, convey, transfer, encumber, cancel, surrender or terminate any real property or interest under any lease or sublease to which any of the Companies or any of their Subsidiaries is a party or fail to perform any material obligation or to exercise any material option in a timely manner under any such lease or sublease; or

(xxiv) offer, agree or commit, in writing or otherwise, to take any of the foregoing actions.

(b) Prior to the Closing, Sellers shall, at Sellers' expense, use commercially reasonable efforts to effect any necessary corrective change of ownership and recordals with all patent, trademark, and copyright offices and domain name registrars and other similar authorities where to the Knowledge of Sellers, Intellectual Property owned by the Companies or any of their Subsidiaries is recorded in the name of one or more legal predecessors of the Companies or any of their Subsidiaries or any Person other than the Companies or any of their Subsidiaries, provided that Purchaser notifies Sellers of such Intellectual Property.

SECTION 5.02 Access to Information.

(a) From the date hereof to the Closing, subject to the Confidentiality Agreement and any applicable Law, Sellers shall (i) permit Purchaser and its Representatives to have reasonable access, during regular business hours and upon reasonable advance notice, to the properties, premises, facilities and books and records of the Sellers, the Companies and their Subsidiaries and to those officers, directors, employees, agents, accountants and counsel of the Sellers, the Companies and their Subsidiaries who have any knowledge relating to the Companies, any of their Subsidiaries or the Business and (ii) furnish to Purchaser and its Representatives such additional financial and operating data and other information regarding the Companies, their Subsidiaries and the Business (or copies thereof) as Purchaser may from time to time reasonably request, in any case, to the extent related to the transactions contemplated by

this Agreement and the Ancillary Agreements and solely in furtherance of the transactions contemplated hereby and thereby, but only to the extent that such access or furnishing of information does not unreasonably interfere with the businesses of Sellers or the Companies and, such information does not relate to the Excluded Assets or Excluded Liabilities; provided that the foregoing shall be conducted at Purchaser's expense and shall not require (1) Sellers or any of their Affiliates to (w) permit any inspection, or to disclose any information, that would result in the disclosure of any competitively sensitive information of Sellers or of any of their Affiliates, (x) violate any obligations of Sellers or their Affiliates to any third party with respect to confidentiality, (y) violate any privacy or other Laws applicable to Sellers or any of their Affiliates or (z) disclose consolidated Tax Returns (other than excerpts thereof) or any Tax Returns or Tax-related work papers not solely or primarily related to the Companies, (2) any disclosure by Sellers or any of their Affiliates that Sellers believe in good faith would reasonably be expected, as a result of such disclosure, to have the effect of causing the waiver of any privilege (including the attorney-client and work product privileges) (provided that the Sellers shall use commercially reasonable efforts to put in place an arrangement to permit disclosure of such books or records without risk of loss of such privilege), (3) Sellers or any of their Affiliates to disclose any information related to the Sale Process or Sellers' or their respective representatives' and advisors' evaluation thereof including projections, financial or other information related thereto other than projections, financial or other information prepared in the ordinary course of the Business without being primarily prepared for the Sale Process or the sale of the Women's Health Business or (4) the auditors and accountants of any of Sellers or their Affiliates (including the Companies and their businesses) to make any work papers available to any Person unless and until such Person has provided customary confidentiality, hold harmless or other agreements reasonably and customarily requested by such auditors or accountants.

(b) All information provided or obtained in connection with the transactions contemplated by this Agreement (including pursuant to subsection (a) above) shall be held in accordance with the Confidentiality Agreement. The terms of the Confidentiality Agreement shall continue in full force and effect until the Closing, at which time such Confidentiality Agreement shall terminate; provided that the Confidentiality Agreement shall terminate only in respect of the confidentiality obligations relating to that portion of the Confidential Information (as defined in the Confidentiality Agreement) relating to the Business. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement shall continue in full force and effect in accordance with its terms.

(c) Following the Closing, subject to any applicable Law and contractual confidentiality obligations, each of the Sellers shall, and shall cause its Affiliates to, permit Purchaser and its Representatives and advisors (including attorneys and accountants) to have reasonable access (including to examine and make copies of, as applicable), during regular business hours and upon reasonable advance notice, at Purchaser's expense, to (x) the officers

and employees of the Sellers and their Affiliates and (y) any books and records, documents and other information in respect of the Business relating to periods prior to the Closing (collectively, "Information") which shall not otherwise have been made available to Purchaser, the Companies or their Subsidiaries, in each case for any reasonable purpose relating to the Business, including in connection with (i) the preparation of Purchaser's accounting records or with any audits, (ii) any Action or Proceeding relating to or referring to the Business or the Companies or their Subsidiaries in any manner, (iii) any regulatory filing or matter or (iv) any other bona fide legal or business purpose of Purchaser or its Affiliates; provided that Purchaser shall reimburse Sellers promptly for all reasonable and necessary out-of-pocket costs and expenses incurred by Sellers in connection with any such request; provided, further, that Sellers may redact or withhold any portion of any Information that does not relate to the Business or the Companies or their Subsidiaries prior to providing access thereto to Purchaser or its Representatives or advisors.

(d) Following the Closing, subject to any applicable Law and contractual confidentiality obligations, Purchaser shall, and shall cause its Affiliates to, permit Sellers and their Representatives and advisors (including attorneys and accountants) to have reasonable access (including to examine and make copies of, as applicable), during regular business hours and upon reasonable advance notice, at Sellers' expense, to any Transferred Books and Records for any reasonable purpose relating to the businesses of Sellers or their Affiliates, including in connection with (i) the preparation of Sellers' or their Affiliates' accounting records or with any audits, (ii) any Action or Proceeding made against either Seller relating to or referring to the Business or the Companies or their Subsidiaries in any manner, (iii) any regulatory filing or matter or (iv) any other bona fide legal or business purpose of Sellers or their Affiliates; provided that Sellers shall reimburse Purchaser promptly for all reasonable and necessary out-of-pocket costs and expenses incurred by Purchaser in connection with any such request.

(e) At the Closing, Sellers shall transmit, and shall cause their Affiliates or the acquirer of the Women's Health Business to transmit, to Purchaser (or the Companies) all Transferred Books and Records to the extent in the possession of Sellers and their Affiliates or the acquirer of the Women's Health Business; provided that to the extent it is not possible to transmit all Transferred Books and Records at Closing, notwithstanding Sellers' commercially reasonable efforts to do so, Sellers shall transmit, and shall cause their Affiliates or the acquirer of the Women's Health Business to transmit, to Purchaser (or the Companies) all Transferred Books and Records to the extent in the possession of Sellers and their Affiliates or the acquirer of the Women's Health Business that are material to the operation of the Business and shall transmit the remaining Transferred Books and Records as soon as practicable after Closing. During such period after Closing, Sellers shall provide copies of any Transferred Books and Records not yet transmitted to Purchaser (or the Companies) on an as-needed basis upon reasonable written request of Purchaser.

(f) Notwithstanding the foregoing, Sellers and their Affiliates shall not be required to disclose any Information and Purchaser and its Affiliates shall not be required to disclose any Transferred Books and Records if (i) such party believes in good faith that doing so presents a significant risk, based on advice of outside counsel, of resulting in a loss of the ability to successfully assert a claim of Privilege or (ii) Sellers or any of their Affiliates, on the one hand, and Purchaser and its Affiliates, on the other hand, are adverse parties in a litigation and such information is reasonably pertinent thereto; provided that, in the case of clause (i) above, the parties hereto shall use commercially reasonable efforts to put in place an arrangement to permit disclosure of such information without risk of loss of such privilege; provided, further, that Sellers and their Affiliates shall not be required to provide Purchaser or its Representatives with any information related to the Sale Process or Sellers' or their Representatives' evaluation thereof, including projections, financial or other information related thereto other than projections, financial or other information prepared in the ordinary course of the Business without being primarily prepared for the Sale Process.

(g) Each party shall preserve and keep all books and records that are retained by Sellers or any of their Affiliates or are obtained by Purchaser hereunder, as the case may be, which information relates to the Companies or their Subsidiaries or the Business, for a reasonable period (not less than seven (7) years) after the Closing Date, or for any longer period as may be (i) required by Law or any Governmental Authority, (ii) required under an Ancillary Agreement or (iii) reasonably necessary with respect to the prosecution or defense of any audit or other legal or regulatory action that is then pending or threatened and with respect to which the requesting party has notified the other party as to the need to retain such books and records.

SECTION 5.03 Confidentiality. The Sellers agree to, and shall cause their Representatives to: (a) treat and hold as confidential (and not disclose or provide access to any Person to) all information relating to trade secrets, processes, patent applications, product development, price, customer and supplier lists, pricing and marketing plans, policies and strategies, details of client and consultant contracts, operations methods, product development techniques, business acquisition plans, new personnel acquisition plans and all other confidential or proprietary information with respect to the Business, the Companies and their Subsidiaries, including the Information, (b) in the event that the Sellers or any such Representative becomes legally compelled to disclose any such information, provide Purchaser with prompt written notice of such requirement so that Purchaser, the Companies or any of their Subsidiaries may seek a protective order or other remedy or waive compliance with this Section 5.03, (c) in the event that such protective order or other remedy is not obtained, or Purchaser waives compliance with this Section 5.03, furnish only that portion of such confidential information which is legally required to be provided and exercise its reasonable best efforts to obtain assurances that confidential treatment will be accorded such information; provided that this sentence shall not apply to any information that, at the time of disclosure, is available publicly and was not

disclosed in breach of this Agreement by the Sellers or its Representatives; and provided further that, with respect to Intellectual Property, specific information shall not be deemed to be within the foregoing exception merely because it is embraced in general disclosures in the public domain. In addition, with respect to Intellectual Property, any combination of features shall not be deemed to be within the foregoing exception merely because the individual features are in the public domain unless the combination itself and its principle of operation are in the public domain.

SECTION 5.04 Provisions Respecting Representation of the Companies.

(a) Each of the parties to this Agreement hereby agrees, on its own behalf and on behalf of its directors, managers, members, partners, officers, employees and Affiliates, that any of Skadden, Arps, Slate, Meagher & Flom LLP or Reed Smith LLP (collectively, the "Law Firms") may serve as counsel to Sellers or any of their Affiliates, on the one hand, and the Companies, on the other hand, in connection with the negotiation, preparation, execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, and that, following consummation of the transactions contemplated hereby, any of the Law Firms (or any successor) may serve as counsel to Sellers or any of their Affiliates, in connection with any Action or Proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement notwithstanding such representation or any continued representation of the Companies, and each of the parties hereto (on their own behalf and on behalf of their Affiliates) hereby consents thereto and irrevocably waives any conflict of interest arising therefrom, and each of such parties shall cause any Affiliate thereof to consent to irrevocably waive any conflict of interest arising from such representation. The parties agree to use commercially reasonable efforts to take the steps reasonably necessary to ensure that any privilege attaching as a result of any Law Firm representing the Companies in connection with the negotiation, preparation, execution, delivery and performance of this Agreement or any matters relating to the Excluded Assets or Excluded Liabilities shall survive the Closing and shall remain in effect, provided that such privilege from and after the Closing shall be controlled by Sellers. As to any privileged attorney client communications between any Law Firm and the Companies prior to the Closing Date arising from the Law Firms' representation of the Companies in connection with the negotiation, preparation, execution, delivery and performance of this Agreement or any matters relating to the Excluded Assets or Excluded Liabilities, as the case may be, Purchaser and the Companies, together with any of their Affiliates, Subsidiaries, successors or assigns, agree that no such party may use or rely on any such privileged attorney client communications in any action against or involving any of the parties after the Closing. In addition, all communications involving attorney-client confidences between the Sellers, the Companies or their Affiliates, on the one hand, and any Law Firm, on the other hand, in the course of the negotiation, documentation and consummation of the transactions contemplated hereby shall be deemed to be attorney-client confidences that belong solely to the Sellers and

their Affiliates (and not the Companies or their Subsidiaries). Accordingly, the Companies and their Subsidiaries shall not have access to any such communications or to the files of any Law Firm relating to such engagement from and after the Closing. Without limiting the generality of the foregoing, from and after the Closing, (i) the Sellers and their Affiliates (and not the Companies and their Subsidiaries) shall be the sole holders of the attorney-client privilege with respect to such engagement, and none of the Companies or their Subsidiaries shall be a holder thereof, (ii) to the extent that files of any Law Firm in respect of such engagement constitute property of the client, only the Sellers and their Affiliates (and not the Companies and their Subsidiaries) shall hold such property rights and (iii) such Law Firm shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to the Companies or any of their Subsidiaries by reason of any attorney-client relationship between the Law Firm and the Companies or any of their Subsidiaries or otherwise.

(b) Notwithstanding Section 5.03(a), the parties hereto acknowledge and agree that the attorney-client privilege, attorney work-product protection and expectation of client confidence and all other privileges and expectations of client confidence to the extent owned by any of the Companies or their Subsidiaries and involving general business matters of any of the Companies or their Subsidiaries or the Business (but not this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby) and arising prior to the Closing shall, after the Closing, continue to be owned by the Companies and their Subsidiaries and the applicable Companies and their Subsidiaries shall have the right to control, assert or waive all such privileges and protections.

(c) Each of the parties to this Agreement hereby agrees, on its own behalf and on behalf of its directors, managers, members, partners, officers, employees and Affiliates that Arnold & Porter LLP ("Arnold & Porter") may serve (i) on the one hand, as counsel to Sellers or any of their Affiliates, with respect to certain litigation matters arising from the operation of the Women's Health Business and (ii) on the other hand, as counsel to Purchaser or any of its Affiliates (including the Companies and their Subsidiaries), with respect to antitrust matters in connection with this Agreement and the transactions contemplated hereby, and each party hereto consents thereto and irrevocably waives any conflict of interest therefrom, and each of such parties shall cause any Affiliate thereof to consent to irrevocably waive any conflict of interest. The parties agree to use commercially reasonable efforts to take the steps reasonably necessary to ensure that (x) any privilege attaching as a result of Arnold & Porter representing Purchaser in connection with the negotiation, preparation, execution, delivery and performance of this Agreement shall survive the Closing and shall remain in effect, provided that such privilege from and after the Closing shall be controlled by Purchaser and (y) any privilege attaching as a result of Arnold & Porter representing the Companies in connection with any matters relating to the Excluded Assets or Excluded Liabilities shall survive the Closing and shall remain in effect, provided that such privilege from and after the Closing shall be controlled by Sellers.

(d) This Section 5.04 is intended to be for the benefit of, and shall be enforceable by, each of the Law Firms and Arnold & Porter.

SECTION 5.05 Production of Witnesses; Records; Cooperation. At all times from and after the Closing, Sellers shall use their reasonable best efforts to make available to Purchaser, upon reasonable written request, their and their Affiliates' officers, directors, employees, consultants and agents as witnesses to the extent that (i) such Persons may reasonably be required to testify in connection with the prosecution or defense of any Action or Proceeding in which Purchaser may from time to time be involved (except for claims, demands or Actions or Proceedings between Sellers and Purchaser) in connection with the Business and (ii) there is no conflict in the Action or Proceeding between Sellers and Purchaser, as applicable. Sellers shall be entitled to receive from the recipient of such services, upon the presentation of invoices therefor, payments for such amounts, relating to disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees who are witnesses or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service as witnesses) as may be reasonably incurred and properly paid under applicable Law. At all times from and after the Closing, Purchaser shall use its reasonable best efforts to make available to Sellers, upon reasonable written request, the Companies' and their Subsidiaries' officers, directors, employees, consultants and agents as witnesses to the extent that (i) such Persons may reasonably be required to testify in connection with the prosecution or defense of any Action or Proceeding in which Sellers may from time to time be involved (except for claims, demands or Actions or Proceedings between Sellers and Purchaser) and (ii) there is no conflict in the Action or Proceeding between Sellers and Purchaser, as applicable. Purchaser shall be entitled to receive from the recipient of such services, upon the presentation of invoices therefor, payments for such amounts, relating to disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees who are witnesses or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service as witnesses) as may be reasonably incurred and properly paid under applicable Law.

SECTION 5.06 Employees; Benefit Plans.

(a) At the Closing, Purchaser shall, or shall cause the Companies to, continue the employment, on an at-will basis, of each Employee in the United States and as required by local law outside of the United States or will offer employment to each Non-Company Business Employee on the terms set forth in Section 5.06(b) and in accordance with applicable Law; provided that any Employee who is then absent by reason of disability leave, sick leave or other extended personal leave under a Benefit Plan that is not a Company Plan shall remain covered by such Benefit Plan until such Employee's return from leave. The Sellers and their Affiliates will

be liable for severance, termination, indemnity, redundancy or other similar payment required by applicable Law to be made to any Non-Company Business Employee as a result of or in connection with the transactions contemplated by this Agreement, or such Non-Company Business Employee's refusal of Purchaser's offer of employment, but only to the extent that Purchaser has complied with Section 5.06(b) and Purchaser's offers of employment comply with applicable Law.

(b) During the period commencing at the Closing and ending on the date which is twelve (12) months from the Closing (or if earlier, the date of the employee's termination of employment with the Companies), and in accordance with applicable Law, Purchaser shall, or shall cause the Companies to, provide each Employee who remains employed immediately after the Closing and each Non-Company Business Employee who accepts and commences employment as of the Closing ("Company Continuing Employee") with (i) base salary or hourly wages, target annual cash bonus opportunities, commissions, incentive or retention compensation, retirement benefits and welfare benefits having an aggregate value that is no less than the aggregate value of the base salary or hourly wages, target annual cash bonus opportunities, commissions, equity-based compensation, retirement benefits and welfare benefits provided by the Companies immediately prior to the Closing (it being specifically understood and agreed that neither the Purchaser nor the Companies shall have any obligation to provide the Company Continuing Employees with compensation in the form of equity); (ii) severance benefits that are no less favorable in the aggregate than those provided by the Companies under the practice, plan or policy in effect for similar Business Employees immediately prior to the Closing (provided that, for the avoidance of doubt, Purchaser may pay and administer such benefits, including any Consolidated Omnibus Budget Reconciliation Act (COBRA) premiums or subsidies, in accordance with Purchaser's severance practices, plans or policies as in effect from time to time); and (iii) vacation and paid time off benefits that are no less favorable than the vacation and paid time off benefits in effect for such Company Continuing Employee immediately prior to the Closing. With respect to base salary or hourly wages to be provided under clause (i) in this Section 5.06(b), for the period commencing at the Closing and ending on the date which is twelve (12) months from the Closing (or if earlier, the date of the employee's termination of employment with the Companies), Purchaser shall not reduce the base salary (except in the event of a change in full time status resulting in a reduction in the Company Continuing Employee's working hours) or hourly wages from that provided by the Companies immediately prior to the Closing.

(c) With respect to any employee benefit plan maintained by Purchaser or its Subsidiaries (collectively, "Purchaser Benefit Plans") in which any Company Continuing Employees will participate effective as of the Closing, Purchaser shall, or shall cause the Companies to, recognize all service of the Company Continuing Employees with the Companies or any of their Subsidiaries or the employer of such Non-Company Business Employees who

become Company Continuing Employees, as the case may be, as if such service were with Purchaser, for vesting and eligibility purposes in any Purchaser Benefit Plan (other than for benefit accrual purposes under any defined benefit pension plan) in which such Company Continuing Employees may be eligible to participate after the Closing Date; provided such service shall not be recognized to the extent that such recognition would result in a duplication of benefits.

(d) Purchaser shall, or shall cause the Companies to, (i) waive any preexisting condition limitations otherwise applicable to Company Continuing Employees and their eligible dependents under any plan of Purchaser or any Subsidiary of Purchaser that provides health benefits in which Company Continuing Employees may be eligible to participate following the Closing, other than any limitations that were in effect with respect to such employees as of the Closing under the analogous Benefit Plan and (ii) waive any waiting period limitation or evidence of insurability requirement that would otherwise be applicable to a Company Continuing Employee and his or her eligible dependents on or after the Closing, in each case to the extent such Company Continuing Employee or eligible dependent had satisfied any similar limitation or requirement under an analogous Benefit Plan prior to the Closing. In addition, Purchaser shall either, (x) if administratively practicable (in Purchaser's reasonable determination), honor any deductible, co-payment and out-of-pocket maximums incurred by the Company Continuing Employees and their eligible dependents under the health plans in which they participated immediately prior to the Closing during the portion of the calendar year prior to the Closing in satisfying any deductibles, co-payments or out-of-pocket maximums under health plans of Purchaser, the Companies or any of their Subsidiaries in which they are eligible to participate after the Closing in the same plan year in which such deductibles, co-payments or out-of-pocket maximums were incurred or (y) within 60 days following the Closing Date, offer to each Company Continuing Employee who elects to participate in a Purchaser Benefit Plan that provides health benefits a cash amount not less than $500, as determined by Purchaser in its reasonable discretion, towards satisfying any deductibles, co-payments or out-of-pocket maximums under the Purchaser Benefit Plans.

(e) Notwithstanding anything in this Agreement to the contrary, after the Closing, Purchaser shall, or shall cause the Companies to, provide for terms and conditions of employment for any Company Continuing Employee (i) in accordance with applicable Law, and (ii) for any Company Continuing Employee whose employment is subject to any collective bargaining agreement or similar agreement with any labor organization or works council, terms and conditions of employment in accordance with such agreement.

(f) Sellers shall cause the Companies to comply with their respective obligations to notify and consult with the relevant employees, employees' representatives, labor unions, labor organizations, works councils, labor boards and relevant Governmental Authorities

in connection with the transactions contemplated by this Agreement in accordance with Law and any applicable collective bargaining, works council or similar agreements. Purchaser shall, to the extent required by applicable Law, provide Sellers with documents and information regarding its intentions relating to the applicable Business Employees for the purpose of such notifications or consultations, as applicable. Purchaser may (but shall not be required to, unless required by applicable Law) attend any notification or consultation meetings with employees, employees' representatives, labor unions, labor organizations, works councils, labor boards and relevant Governmental Authorities. Sellers shall keep Purchaser reasonably informed with respect to any actions taken by it or any of its Affiliates of the type contemplated by this Section 5.06(f). Sellers shall not take any such actions that would give employees the right to acquire or make an offer to acquire the Companies or any of their Subsidiaries, or any assets of the Companies or any of their Subsidiaries, without first notifying Purchaser, and Purchaser may (but shall not be required to) cooperate with Sellers in communicating and negotiating with the relevant employees with respect to any such rights.

(g) This Section 5.06 shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this Section 5.06, express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 5.06. Nothing contained herein, express or implied, shall be construed to establish, amend or modify any benefit plan, program, agreement or arrangement, or preclude Purchaser from amending, modifying or termination any benefit plan, program, agreement or arrangement following the Closing. The parties hereto acknowledge and agree that the terms set forth in this Section 5.06 shall not create any right in any Employee or any other Person to any continued employment with the Companies, Purchaser or any of their Affiliates or compensation or benefits of any nature or kind whatsoever.

SECTION 5.07 Company Restructuring. Sellers shall, and shall cause their Subsidiaries to, complete the Company Restructuring in accordance with the provisions and principles set forth in Section 1.1(b) of the Disclosure Schedules. Sellers shall keep Purchaser informed in respect of the actions and timing of the Company Restructuring.

SECTION 5.08 Governmental Approvals and Other Third-Party Consents.

(a) Each party hereto shall use its reasonable best efforts to obtain, or cause to be obtained, as promptly as practicable, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for the consummation of the transactions contemplated by this Agreement. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The parties hereto shall not take any action with the intent to delay, impair or impede the receipt of any required consents, authorizations, orders and approvals. Each party hereto

agrees to make promptly an appropriate filing pursuant to the HSR Act and Foreign Antitrust Laws with respect to the transactions contemplated by this Agreement (but in any event, in the case of the filing pursuant to the HSR Act, within fifteen (15) Business Days after the date hereof, unless otherwise agreed by counsel of each of Purchaser and Sellers) and to supply as promptly as practicable to the appropriate Governmental Authority any additional information and documentary material that may be requested pursuant to the HSR Act or Foreign Antitrust Laws.

(b) Purchaser acknowledges that its reasonable best efforts under this Section 5.08 include an obligation that Purchaser commit to or effect (i) the license, sale, divestiture or disposition of any portion or portions of assets, products or properties of the laser prostate health business of the Companies, Purchaser and their respective Affiliates generating annual revenue (calculated based on the results of the fiscal year ended December 31, 2014) up to an aggregate amount equal to $80,000,000, or (ii) any modification to one or more of the Ancillary Agreements that would not, individually or in the aggregate, be reasonably likely to adversely affect in a material respect the ability of the Purchaser or any of its Affiliates to conduct the Business or any of their other businesses consistent with past practice; provided that such license, sale, divestiture or disposition or such modification is required or imposed by a Governmental Authority to permit the consummation of the transactions contemplated by this Agreement under any antitrust, competition or trade regulation Law. Other than as described in the preceding sentence, nothing in this Section 5.08 or otherwise in this Agreement shall require Purchaser or any of its Affiliates to propose, negotiate, commit to or effect, the license, sale, divestiture or disposition of any of its assets, properties or businesses or of the assets, properties or businesses to be acquired by it pursuant to this Agreement or otherwise take any action that limits the freedom of action with respect to, or its ability to retain any such assets, properties or businesses. In addition, Purchaser and its Affiliates shall use their respective reasonable best efforts to defend through litigation on the merits any claim asserted in court by any party in order to avoid entry of, or to have vacated or terminated, any Governmental Order (whether temporary, preliminary or permanent) that would prevent the consummation of the Closing.

(c) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of any party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between Sellers or the Companies with Governmental Authorities in the ordinary course of business or any disclosure which is not permitted by Law), shall be disclosed to the other parties hereunder in advance of any filing, submission or attendance, it being the intent that the parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each party

shall give notice to the other parties with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other party with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

(d) Subject to Section 5.27 and Section 5.28, Sellers and Purchaser shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties that may be required in connection with the transactions contemplated by this Agreement and the Ancillary Agreements, including those described in Section 3.04 and Section 4.04 of the Disclosure Schedules; provided that none of Sellers, Purchaser, nor any of their Affiliates shall be obligated to (i) commence any litigation in respect thereto, (ii) pay any consideration therefor to any third party from whom consent or approval is requested, except such amounts as are contractually committed to be paid pursuant to the applicable instrument in connection with the granting of such consent or approval or such amounts that do not exceed $5,000 for any one consent or approval or $50,000 in the aggregate for Sellers and their Affiliates and Purchaser and its Affiliates, respectively, or (iii) otherwise grant any accommodation (financial or otherwise) to any third party.

SECTION 5.09 Closing Conditions. Without limiting any other provision of this Agreement, including Section 5.08 (Governmental Approvals and Other Third-Party Consents), from the date hereof until the Closing, each party hereto shall, and Sellers shall cause the Companies to, use their reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VI hereof.

SECTION 5.10 Public Announcements. Unless otherwise required by applicable Law or stock exchange requirements (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement. Notwithstanding the foregoing, Sellers and Purchaser can disclose any information concerning the transactions contemplated hereby which they deem appropriate in their reasonable judgment, in light of their status as a publicly owned company, including to securities analysts and institutional investors and in press interviews. Notwithstanding the foregoing, the restrictions sets forth in this Section 5.10 shall not apply to any disclosure of information concerning this Agreement in connection with any dispute between the parties regarding this Agreement. The parties agree that the initial press releases to be issued with respect to the transactions contemplated by this Agreement shall be in the forms heretofore agreed to by the parties.

SECTION 5.11 Further Assurances. Each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

SECTION 5.12 Guarantees.

(a) Purchaser shall use commercially reasonable efforts to cause itself or one or more of its Affiliates to be substituted in all respects for Sellers or any of their Affiliates (other than the Companies), as applicable, effective as of the Closing, in respect of all obligations of Sellers or their Affiliates (other than the Companies) under any guaranties, bonding arrangements, keepwells, net working capital maintenance agreements, reimbursement obligations, letters of credit or letters of comfort obtained by or binding Sellers or their Affiliates (other than the Companies) for the benefit of the Companies or the Business as set forth on Section 5.12(a) of the Disclosure Schedules (the "Guarantees").

(b) With respect to any Guarantees that remain outstanding after the Closing Date, (i) Sellers and Purchaser shall continue to cooperate and use their respective commercially reasonable efforts to terminate, or, if the parties are unable to so terminate, cause Purchaser or one of its Affiliates to be substituted in all respects for Sellers in respect of, all obligations under the Guarantees, (ii) Purchaser shall indemnify and hold harmless Sellers for any Losses arising from or relating to such Guarantees and (iii) Purchaser shall not permit any of its Subsidiaries or Affiliates to (A) renew or extend the term of, (B) increase its obligations under, (C) transfer to another third party or (D) amend in any manner, except as contemplated pursuant to clause (i) above or otherwise required by this Agreement, any Contract or other obligation for which Sellers are or would reasonably be expected to be liable under such Guarantee. To the extent that Sellers have performance obligations under any Guarantee, Purchaser will use commercially reasonable efforts to (x) perform such obligations on behalf of Sellers or (y) otherwise take such action as is reasonably requested by Sellers so as to put Sellers in the same position as if Purchaser, and not Sellers, had performed or were performing such obligations.

SECTION 5.13 Interaffiliate Agreements. Sellers shall, and shall cause their Affiliates (including the Companies) to, effective immediately prior to the Closing, execute and deliver such termination agreements, releases, and discharges as are necessary to terminate, eliminate and release, as applicable (by way of capital contribution, cash settlement or as otherwise determined by Sellers after consultation with Purchaser), each of the arrangements, commitments, loans and contracts between each of the Companies, on the one hand, and any of Sellers or their Affiliates (other than the Companies or their Subsidiaries), on the other hand, including the arrangements set forth in Section 5.13 of the Disclosure Schedules other than as

contemplated by this Agreement (such terminating agreements, releases and discharges, the "Terminating Interaffiliate Agreements"), and Sellers shall, and shall cause their Affiliates (other than the Companies or their Subsidiaries), on the one hand, to, and Purchaser shall, and shall cause the Companies and Purchaser's and the Companies' Affiliates, on the other hand, to, fully and finally waive and release, effective as of the Closing Date, any claims, causes of action, losses, liabilities or other rights arising under the Terminating Interaffiliate Agreements (including such claims, causes of action, losses, liabilities or other rights that may arise as a result of the termination of the Terminating Interaffiliate Agreements), other than as set forth in Section 5.13(i) of the Disclosure Schedules.

SECTION 5.14 No Financing Condition. Notwithstanding anything to the contrary in this Agreement, Purchaser acknowledges and agrees that its obligations to effect the transactions contemplated by this Agreement are not conditioned upon the availability to Purchaser or any of its Affiliates of any debt, equity or other financing in any amount whatsoever.

SECTION 5.15 Reporting Assistance. Upon reasonable written notice between the date hereof and the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, and subject to the confidentiality obligations in the Confidentiality Agreement and any applicable Law (including antitrust Law), in addition to the access contemplated by Section 5.02, Sellers shall, and shall cause the Companies and their Subsidiaries to, furnish or cause to be furnished to Purchaser, during normal business hours, provided that such access shall not unreasonably disrupt personnel, operations and properties of Sellers, the Companies and their Subsidiaries, such reasonable access to the books, records and properties of the Companies and their Subsidiaries and reasonable cooperation as is necessary in connection with Purchaser's preparation of its Current Report on Form 8-K in connection with consummation of the transactions contemplated by this Agreement and the other financial reporting obligations of Purchaser in connection with the transactions contemplated by this Agreement; provided that Sellers, the Companies and the Companies' Subsidiaries shall have no obligation to incur any out of pocket costs or expenses in connection therewith, including the costs and expenses to retain or engage any third party accountants or other outside advisors and Purchaser shall promptly (and in any event prior to the Closing) upon request by Sellers reimburse Sellers for any such costs and expenses incurred by Sellers, the Companies or the Companies' Subsidiaries; provided, further, that Sellers, the Companies and the Companies' Subsidiaries shall not otherwise be required to execute or deliver any certificates regarding such financial statements or make any representations, warranties or covenants or deliver any legal opinions or certificates in support thereof or in connection therewith.

SECTION 5.16 Insurance. Purchaser acknowledges and agrees that none of it, the Companies or their Affiliates shall be entitled to the benefit of insurance coverage for

the Business under policies of Sellers and their Affiliates (other than the Companies) and no claims may be brought after the Closing Date against any policy of Sellers and their Affiliates in respect of the Business; provided that, in respect of the insurance coverage related to the American Medical Systems Inc. Postretirement Benefit Plan, Sellers shall, and shall cause their Affiliates to, continue to provide the benefit of such insurance coverage to the Business or the participants in such plan, as applicable, after the Closing Date.

SECTION 5.17 Transaction Expenses. At or prior to the Closing, Sellers shall, or shall cause their Affiliates to, pay any and all Transaction Expenses, it being understood that the Companies and their Subsidiaries shall not bear the cost of any Transaction Expenses. For the avoidance of doubt, Purchaser shall bear all fees and expenses of outside counsel, financial advisors and other third party advisors incurred by Purchaser, and Sellers shall bear all fees and expenses of outside counsel, financial advisers and other third party advisors incurred by Sellers or incurred prior to the Closing by the Companies or their Subsidiaries, in connection with the sale of the Companies by Sellers, including in connection with the negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

SECTION 5.18 Correspondence. From and after the Closing, (i) Sellers shall use reasonable best efforts to cause to be delivered promptly to Purchaser or the Companies, as applicable, any mail or other communications received by Sellers or their Affiliates intended for the Business and (ii) Purchaser shall use reasonable best efforts to cause to be delivered promptly to Sellers any mail or other communications received by Purchaser, the Companies or their Affiliates intended for the Sellers or their Affiliates. The provisions of this Section 5.18 are not intended to, and shall not be deemed to, constitute an authorization by any of Sellers, the Companies or Purchaser to permit the other to accept service of process on its behalf, and none of Sellers, the Companies or Purchaser is or shall be deemed to be the agent of the other for service of process purposes.

SECTION 5.19 Payments of Receivables After Closing.

(a) In the event that following the Closing, Purchaser, the Companies or any of their Affiliates receives any payments in respect of any receivables of businesses of Sellers other than the Business, Purchaser shall, or shall cause the applicable Affiliate to, receive such payment as the agent for Sellers and deliver such payment to Sellers promptly after such receipt without any set-off (but at no net Tax cost to Purchaser or its Affiliates).

(b) In the event that following the Closing, Sellers or any of their Affiliates receives any payments in respect of any receivables of the Companies of their Subsidiaries relating to any period of time (i) after the Closing or (ii) prior to the Closing to the extent such

receivables were included in the calculation of Estimated Net Working Capital or are included in the calculation of Final Net Working Capital, Sellers shall, or shall cause the applicable Affiliate to, receive such payment as the agent for Purchaser and deliver such payment to the appropriate Purchaser or a designated Affiliate of that Purchaser promptly after such receipt without any set-off (but at no net Tax cost to Sellers or their Affiliates).

SECTION 5.20 Use of Names.

(a) Use of Names of Sellers.

(i) As promptly as reasonably practicable following the Closing, and in any event not later than sixty (60) days following the Closing for entities that are incorporated in the United States, Purchaser shall, and shall cause the Companies and their Subsidiaries to, at the expense of Purchaser, file with the applicable Governmental Authorities (including any applicable secretaries of state or other Governmental Authorities in the United States and foreign jurisdictions) all documents necessary to effect a name change and any amendment of the bylaws and any other organizational documents of the Companies, their Subsidiaries and their Affiliates necessary to remove any reference to the "ENDO" mark, any name or mark that incorporates any "ENDO" mark, or any of the marks set forth on Section 5.20(a)(i) of the Disclosure Schedules from the name(s) of the Companies and their Subsidiaries (collectively, the "Endo Names and Marks"). With respect to entities that are not incorporated in the United States, as promptly as reasonably practicable following the Closing, and in any event not later than ninety (90) days following the regulatory approval of the transfer of product registrations of Devices, on a country-by-country basis Purchaser shall, and shall cause the Companies and their Subsidiaries to, at the expense of Purchaser, file with the applicable Governmental Authorities all documents necessary to effect a name change and any amendment of the bylaws and any other organizational documents of the Companies, their Subsidiaries and their Affiliates necessary to remove any reference to the Endo Names and Marks. Purchaser shall, and shall cause the Companies and their Subsidiaries to, use commercially reasonable best efforts to effect the foregoing name changes, including by filing all applicable documents relating to required approvals, permits and licenses in connection with this Section 5.20(a)(i) with the appropriate Governmental Authorities, as promptly as reasonably practicable, and Purchaser shall, and shall cause the Companies and their Subsidiaries to, in all cases file all applicable documents relating to required approvals, permits and licenses with the appropriate Governmental Authorities, as promptly as reasonably practicable, and in any event no later than sixty (60) days following

the Closing for entities that are incorporated in the United States. For the avoidance of doubt, all references to "name" or "names" in this Section 5.20(a)(i) shall include any legal entity names, d/b/a's, trade names and any other names.

(ii) Following the Closing, except for the limited right to use as expressly permitted by this Section 5.20(a), neither Purchaser nor its Affiliates shall have hereunder any right, title or interest in or to, or right to use any of the Endo Names and Marks.

(iii) On a country-by-country basis, as soon as reasonably practicable after the effectiveness of the name change contemplated in clause (i) above, and, with respect to materials other than product inventory, in no event later than one hundred eighty (180) days following such effectiveness, and with respect to product inventory, in no event later than three hundred and sixty-five (365) days following such effectiveness, Purchaser shall, and shall cause the Companies and their Subsidiaries (and their licensees, agents and contractors) to, cease all use of the Endo Names and Marks and shall remove, strike over or otherwise obliterate all Endo Names and Marks from all of their assets and other materials, including any vehicles, business cards, schedules, stationery, packaging materials, displays, signs, advertising and promotional materials, publications, manuals, forms, websites, social media sites, email, software and other materials and systems that are consumer facing. In furtherance of the foregoing, Sellers grant a worldwide, royalty-free, non-transferable, non-exclusive right and license to the Companies for a period from the Closing Date through the date that is one hundred eighty (180) days, and solely with respect to product inventory, three hundred and sixty-five (365) days, following the effectiveness of the name change contemplated in clause (i) above to use the Endo Names and Marks, to the extent necessary to use such assets and other materials in the same form and manner as prior to the date hereof and to sell off, or (in the case of outdated product inventory) dispose of, product inventory.

(iv) On a country-by-country basis, promptly after the effectiveness of the name change contemplated in clause (i) above, and in any event no later than one hundred eighty (180) days following the effectiveness of the name change contemplated in clause (i) above, for materials other than product inventory, and no later than three hundred and sixty-five (365) days following the effectiveness of the name change effected in clause (i) above for products inventory, Purchaser shall, and shall cause the Companies and their Subsidiaries to, destroy and dispose of all labels and all packaging, advertising, marketing, sales and promotional materials, in each case in its possession or

subject to its control, bearing any Endo Names and Marks. In no event shall the Companies or their Subsidiaries use any Endo Names and Marks in any manner or for any purpose different from the use of such Endo Names and Marks by the Companies and their Subsidiaries as of the date hereof and consistent with past practice to package, market, distribute and sell the Companies' products.

(v) Purchaser shall indemnify and hold harmless Sellers and their Affiliates, officers, directors, employees, agents, successors and assigns from and against any and all Losses arising from Purchaser's and its Affiliates' use of the Endo Names and Marks in accordance with the provisions of this Section 5.20.

(b) Use of Names of Companies.

(i) As promptly as reasonably practicable following the Closing, and in any event not later than sixty (60) days following the Closing for entities that are incorporated in the United States, the Sellers shall, and shall cause their Affiliates to, at the expense of the Sellers, file with the applicable Governmental Authorities (including any applicable secretaries of state or other Governmental Authorities in the United States and foreign jurisdictions) all documents necessary to effect a name change and any amendment of the bylaws and any other organizational documents of the Sellers and their Affiliates necessary to remove any reference to the "AMS" or "AMERICAN MEDICAL SYSTEMS" marks, any name or mark that incorporates any of the "AMS" or "AMERICAN MEDICAL SYSTEMS" marks, or any of the marks set forth on Section 5.20(b)(i) of the Disclosure Schedules from the name(s) of the Sellers and their Affiliates (collectively, the "AMS Names and Marks"). With respect to entities that are not incorporated in the United States, as promptly as reasonably practicable following the Closing, and in any event not later than ninety (90) days following the regulatory approval of the transfer of product registrations of Devices, on a country-by-country basis, Sellers shall, and shall cause their Affiliates to, at the expense of Purchaser, file with the applicable Governmental Authorities all documents necessary to effect a name change and any amendment of the bylaws and any other organizational documents of the Sellers and their Affiliates necessary to remove any reference to the AMS Names and Marks. The Sellers shall, and shall cause their Affiliates to, use commercially reasonable best efforts to effect the foregoing name changes, including by filing all applicable documents relating to required approvals, permits and licenses in connection with this Section 5.20(b)(i) with the appropriate Governmental Authorities, as promptly as reasonably practicable, and the Sellers and their Affiliates shall in all

cases file all applicable documents relating to required approvals, permits and licenses with the appropriate Governmental Authorities as promptly as reasonably practicable, and in any event no later than sixty (60) days following the Closing for entities that are incorporated in the United States. For the avoidance of doubt, all references to "name" or "names" in this Section 5.20(b) shall include any legal entity names, d/b/a's, trade names and any other names.

(ii) Following the Closing, except for the limited right to use as expressly permitted by this Section 5.20, neither Sellers nor their Affiliates shall have hereunder any right, title or interest in or to, or right to use any of the AMS Names and Marks.

(iii) On a country-by-country basis, as soon as reasonably practicable after the effectiveness of the name change contemplated in clause (i) above, and, with respect to materials other than product inventory, in no event later than one hundred eighty (180) days following the effectiveness of the name change contemplated in clause (i) above, and with respect to product inventory, in no event later than three hundred and sixty-five (365) days following such effectiveness, Sellers shall, and shall cause their Affiliates (and their licensees, agents and contractors) to, cease all use of the AMS Names and Marks and shall remove, strike over or otherwise obliterate all AMS Names and Marks from all of their assets and other materials, including any vehicles, business cards, schedules, stationery, packaging materials, displays, signs, advertising and promotional materials, publications, manuals, forms, websites, social media sites, email, software and other materials and systems that are consumer facing. In furtherance of the foregoing, the Purchaser grants a worldwide, royalty-free, non-transferable, non-exclusive right and license to the Sellers for a period from the Closing Date through the date that is one hundred eighty (180) days, and solely with respect to product inventory, three hundred and sixty-five (365) days, following the effectiveness of the name change contemplated in clause (i) above to use the AMS Names and Marks, to the extent necessary to use such assets and other materials in the same form and manner as prior to the date hereof and to sell off, or (in the case of outdated product inventory) dispose of, product inventory.

(iv) On a country-by-country basis, promptly after the effectiveness of the name change contemplated in clause (i) above, and in any event no later than one hundred eighty (180) days following the effectiveness of the name change contemplated in clause (i) above, for materials other than product inventory, and no later than three hundred and sixty-five (365) days following the effectiveness of the name change effected in clause (i) above for

products inventory, Sellers shall, and shall cause their Affiliates to, destroy and dispose of all labels and all packaging, advertising, marketing, sales and promotional materials, in each case in its possession or subject to its control, bearing any AMS Names and Marks. In no event shall the Sellers or their Affiliates use any AMS Names and Marks in any manner or for any purpose different from the use of such AMS Names and Marks by the Sellers and their Affiliates as of the date hereof and consistent with past practice to package, market, distribute and sell the Sellers' products.

(v) Sellers shall indemnify and hold harmless Purchaser and its Affiliates, officers, directors, employees, agents, successors and assigns from and against any and all Losses arising from Sellers' and their Affiliates' use of the AMS Names and Marks in accordance with the provisions of this Section 5.20.

SECTION 5.21 Non-Competition/Non-Solicitation.

(a) For a period of three years after the Closing (the "Restricted Period"), each of the Sellers shall not, and shall cause its Affiliates not to, directly or indirectly, anywhere in the world engage in the Business or, without the prior written consent of Purchaser, directly or indirectly, own an interest in, manage, operate, join, control, lend money or render financial or other assistance to or participate in or be connected with, as an officer, employee, partner, stockholder, consultant, agent, investor or otherwise, any Person that competes with the Business; provided that, for the purposes of this Section 5.21(a), (i) ownership of securities having no more than 5% of the outstanding voting power of any competitor as to which Sellers and their Affiliates do not exercise control and (ii) any transaction or transactions as a result of which Sellers or their Affiliates acquire any interest in any Person engaging in a competing business or the conduct, operation or ownership of such competing business after such transaction, if the total revenues of such Person attributable to the competing business for the fiscal year immediately preceding such transaction was less than 20% of such Person's total revenue for such year, shall not be deemed to be in violation of this Section 5.21(a) as long as the Person owning such securities has no other connection or relationship with such competitor. The Restricted Period shall be extended by the length of any period during which the Seller is in breach of the terms of this Section 5.21(a).

(b) For a period of one year from the Closing Date, Sellers agree that neither they nor their respective Affiliates shall, without the prior written consent of Purchaser, directly or indirectly, solicit for employment or hire any Business Employee; provided that nothing in this Section 5.21(b) shall prohibit Sellers or their Affiliates from soliciting or hiring any person pursuant to general solicitations of employment in any newspaper, magazine, trade publication,

electronic medium or media or from soliciting or hiring any person whose employment with Purchaser or its Affiliates has terminated.

(c) The Sellers acknowledge that the covenants of the Sellers set forth in this Section 5.21 are an essential element of this Agreement and that, but for the agreement of the Sellers to comply with these covenants, Purchaser would not have entered into this Agreement. The Sellers acknowledge that this Section 5.21 constitutes an independent covenant that shall not be affected by performance or nonperformance of any other provision of this Agreement by Purchaser. The Sellers have independently consulted with their counsel and after such consultation agrees that the covenants set forth in this Section 5.21 are reasonable and proper.

(d) If any covenant in this Section 5.21 is found to be invalid, void or unenforceable in any situation in any jurisdiction by a final determination of a court or any other Governmental Authority of competent jurisdiction, the parties agree that: (i) such determination will not affect the validity or enforceability of (A) the offending term or provision in any other situation or in any other jurisdiction or (B) the remaining terms and provisions of this Section 5.21 in any situation in any jurisdiction; (ii) the offending term or provision will be reformed rather than voided and the court or Governmental Authority making such determination will have the power to reduce the scope, duration or geographical area of any invalid or unenforceable term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable provision, in order to render the restrictive covenants set forth in this Section 5.21 enforceable to the fullest extent permitted by applicable Law; and (iii) the restrictive covenants set forth in this Section 5.21 will be enforceable as so modified.

(e) In the event that Sellers sell all or any portion of the Women’s Health Business to a third party, Sellers will cause the acquirer thereof to abide by the terms of this Section 5.21 and will provide that the Purchaser is a third party beneficiary to such agreement.

SECTION 5.22 No Reliance.

(a) Purchaser acknowledges and agrees that it has conducted to its satisfaction an independent investigation of the financial condition, Liabilities, results of operations and projected operations of the Companies, their Subsidiaries and the Business and the nature and condition of their respective properties, assets and the Business and, in making the determination to proceed with the transactions contemplated hereby, has relied solely on the results of its own independent investigation and the representations and warranties expressly set forth in Article III. Purchaser acknowledges that there are uncertainties inherent in attempting to make projections and other forecasts, forward-looking information and plans and accordingly is not relying on

them, that Purchaser is familiar with such uncertainties, that Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections and other forecasts and plans so furnished to it, and that Purchaser and its Affiliates, agents and Representatives shall have no claim against any Person with respect thereto. Without limiting the generality of the foregoing, Purchaser hereby acknowledges and agrees that, except for the representations and warranties expressly set forth in Article III of this Agreement, (i) none of Sellers, the Companies or their respective Affiliates nor any other Person has made any representation or warranty whatsoever, express or implied, including any implied warranty or representation as to the value, condition, merchantability or suitability as to any of the Companies' assets or any representations or warranties with respect to itself or its business or otherwise in connection with the transactions contemplated by this Agreement, (ii) Purchaser is not relying on any other information, (iii) any estimates, forecasts, predictions, data, financial information, projections or budgets for the Companies' businesses (including the Business), any material, documents or information relating to the Companies' businesses (including the Business) or the Companies, whether written or oral, made available to Purchaser or its Representatives in any "data room," (including the Data Room) confidential information memorandum, presentation by the management of the Companies' businesses (including the Business), due diligence discussion or otherwise are not and shall not be deemed to be or include representations or warranties (including as to completeness or accuracy) unless any such materials or information are the subject of any express representation or warranty set forth in Article III of this Agreement and (iv) Purchaser is not relying on any other representations or warranties, except as expressly and to the extent specifically set forth in a representation or warranty in Article III.

SECTION 5.23 Tax Matters.

(a) Indemnification.

(i) From and after the Closing Date, Sellers, jointly and severally, agree to indemnify, defend, and hold Purchaser and its Affiliates (including the Companies and their Subsidiaries) harmless from and against and in respect of, without duplication, (A) any and all Taxes imposed on, assessed against or otherwise payable by or with respect to the Companies or their Subsidiaries (including their assets) for any Pre-Closing Tax Period or any Pre-Closing Straddle Period (including any Taxes resulting from the separation of the Excluded Assets and Excluded Liabilities from the Business, including the implementation of the Company Restructuring or the transfer of the Foreign Sub Shares by AMS Seller to Foreign Sub Seller; (B) any and all Taxes of Purchaser or its Affiliates (including the Companies and their Subsidiaries) arising under Section 951 of the Code with respect to any Straddle Period of the Companies and

the Subsidiaries to the extent that such Taxes relate to the operations of the Companies or the Subsidiaries for the Pre-Closing Straddle Period or any events or transactions, including the Company Restructuring, that occur prior to the Closing; (C) any and all Taxes of any Person imposed under Treasury Regulation Section 1.1502-6 or under any comparable or similar provision of state, local or foreign Tax Law on a Company or any of its Subsidiaries as a result of such Company or Subsidiary being a member of a consolidated, combined, affiliated, unitary or other group on or prior to the Closing Date; (D) any and all Taxes of another Person for which the Companies or the Subsidiaries are liable with respect to any Pre-Closing Tax Period or Pre-Closing Straddle Period as a transferee or successor or otherwise pursuant to any Law or pursuant to a Tax sharing or indemnity agreement, or similar agreement (other than agreements or arrangements entered into in the ordinary course of business as arm's length commercial agreements or arrangements that do not relate primarily to Taxes, such as loan or leasing agreements); (E) any and all Taxes of the Purchaser and its Affiliates (including the Companies and their Subsidiaries) resulting from the breach by Sellers of any covenant in this Section 5.23; (F) any and all Taxes of Purchaser and its Affiliates (including the Companies and their Subsidiaries) for any Pre-Closing Tax Period or Pre-Closing Straddle Period resulting from a breach of the representations and warranties contained in Section 3.14; (G) any Transfer Taxes for which Sellers are liable pursuant to Section 5.23(c) and any non-resident capital gains Taxes imposed in connection with the transfer of the Foreign Subs Shares by AMS Seller to Foreign Sub Seller or the sale of the Interests, and (H) any reasonable out-of-pocket costs and expenses related to the items in (A) through (G) above.

(ii) Payment by Sellers of any amount under this Section 5.23(a) shall be made no later than ten (10) days after written notice by Purchaser, which notice shall provide in reasonable detail the amount due to the relevant Tax Authority and an explanation therefor; provided that, in no event shall any payment be required to be made any earlier than five (5) days before payment is due to the relevant Tax Authority; provided, further, that in the case of a Tax that is contested in accordance with Section 5.23(e), payment of the Tax to the appropriate Tax Authority will be considered due no earlier than the date of a Determination to such effect or such other final, binding settlement with a Tax Authority.

(iii) The indemnification obligations of Sellers under this Section 5.23(a), and the representations and warranties contained in Section 3.14, shall survive until thirty (30) days after the expiration of the applicable statute of

limitations; provided that such indemnification obligations or representations and warranties shall not terminate with respect to any item as to which Purchaser shall have, before the expiration of the applicable survival period, previously made a claim by delivering a written notice (stating in reasonable detail the basis of such claim) to Sellers.

(b) Preparation of Tax Returns.

(i) Sellers shall prepare or cause to be prepared all Tax Returns for the Companies for all taxable periods ending on or prior to the Closing Date (each, a "Seller Return") and shall timely file or cause to be timely filed any such Seller Return that is required to be filed on or prior to the Closing Date (taking into account applicable extensions); provided that, after the Closing, if Purchaser or its Affiliates (including the Companies and their Subsidiaries) is required to file such Seller Return, subject to the provisions of this Section 5.23(b)(i), Purchaser shall cooperate in the timely filing of such Tax Return. Each Seller Return shall be prepared on a basis consistent with the past practice of the Companies or the Subsidiaries, except to the extent otherwise required by applicable Law. With respect to any Seller Return required to be filed after the Closing Date by Purchaser or any of its Affiliates or that otherwise solely includes the Companies or their Subsidiaries, not later than twenty (20) Business Days prior to the due date, or ten (10) Business Days in the case of a non-income Tax Return, (in each case taking into account applicable extensions) for the filing of a Seller Return, Sellers shall provide Purchaser with a copy of such Seller Return (or a pro forma portion thereof, in the case of any Seller Return that includes a Person other than the Companies or the Subsidiaries) for Purchaser's review and comment. If Purchaser disputes any item on such Seller Return (or pro forma portion), then Purchaser shall notify Sellers of such disputed item (or items) and the basis for the objection. Purchaser and Sellers shall act in good faith to resolve any such dispute prior to the date on which the relevant Seller Return is required to be filed. If Purchaser and Sellers cannot resolve any disputed item, then the item in question shall be resolved by an independent, internationally recognized accounting firm, mutually acceptable to both Purchaser and Sellers, the fees of which shall be shared based on the principles of Section 2.03(c)(iv). If such dispute process is not completed by the due date for the applicable Seller Return (taking into account applicable extensions), such Seller Return shall be filed with only such revisions as have been agreed to by Sellers; provided that, in the case of a Seller Return that is required to be filed by Purchaser, such Seller Return shall be filed with the revisions requested by Purchaser to the extent that Purchaser reasonably determines, after consultation with the Sellers, that there is no

reasonable basis for the position advocated by the Sellers; provided, further, that following the resolution of any dispute, Sellers and Purchaser shall make any necessary amendments to such Seller Return. Sellers shall pay or cause to be timely paid all Taxes shown as due on any such Seller Return.

(ii) Purchaser shall prepare or cause to be prepared and timely file or cause to be timely filed all Tax Returns for the Companies and their Subsidiaries for all Straddle Periods (each, a "Straddle Return") (taking into account applicable extensions). Each Straddle Return shall be prepared on a basis consistent with the past practice as to tax accounting methods, elections and similar tax reporting positions of the Companies or the Subsidiaries, except to the extent otherwise required by applicable Law. Not later than twenty (20) Business Days prior to the due date, or ten (10) Business Days in the case of a non-income Tax Return, (in each case taking into account applicable extensions) for the filing of a Straddle Return, Purchaser shall provide Sellers with a copy of such Straddle Return for its review and comment. If Sellers dispute any item on such Straddle Return, then Sellers shall notify Purchaser of such disputed item (or items) and the basis for the objection. Purchaser and Sellers shall act in good faith to resolve any such dispute prior to the date on which the relevant Straddle Return is required to be filed. If Purchaser and Sellers cannot resolve any disputed item, then the item in question shall be resolved by an independent, internationally recognized accounting firm, mutually acceptable to both Purchaser and Sellers, the fees of which shall be shared based on the principles of Section 2.03(c)(iv). If such dispute process is not completed by the due date for the applicable Straddle Return (including extensions obtained in the ordinary course), such Straddle Return shall be filed by Purchaser with only such revisions as have been agreed to by Purchaser; provided that following the resolution of any dispute Purchaser shall make any necessary amendments to such Straddle Return. Purchaser shall timely pay or cause to be timely paid the amount of Taxes shown as due on such Tax Returns, provided that, Sellers shall pay to Purchaser, in accordance with the provisions of Section 5.23(a)(ii), the amount of Taxes that are allocable to the Pre-Closing Straddle Period pursuant to Section 5.23(b)(iii).

(iii) For purposes of this Agreement, the apportionment of Taxes between the Pre-Closing Straddle Period and the Post-Closing Straddle Period shall be made by assuming that the Straddle Period ended on the Closing Date, except that (A) exemptions, allowances or deductions that are calculated on an annual basis and (B) Taxes (such as real or personal property Taxes) that are imposed on a periodic basis, in each case, shall be prorated on the basis of the

number of days in the Pre-Closing Straddle Period as compared to the number of days in the Post-Closing Straddle Period.

(iv) If and to the extent permitted by applicable Law, the Companies and their Subsidiaries shall elect to close each taxable period on or as of the Closing Date.

(v) All Tax sharing agreements or arrangements between the Companies and the Subsidiaries, on the one hand, and Seller and its Affiliates (other than the Companies and the Subsidiaries), on the other hand, will be terminated on or prior to Closing and no further obligations will exist with respect thereto.

(c) Notwithstanding any other provisions of this Agreement to the contrary, all Transfer Taxes shall be borne and paid equally by Purchaser, on the one hand, and Sellers, on the other hand, when due. The party that is legally required to file any Tax Return or other document with respect to Transfer Taxes shall timely file such Tax Return or document (and the other party shall cooperate with respect thereto).

(d) Except as required by Law, Purchaser shall not, without the prior written consent of Sellers, which consent shall not be unreasonably withheld, delayed or conditioned, (i) amend, or request or permit the amendment of, any Tax Return of the Companies or their Subsidiaries filed or required to be filed before the Closing Date; or (ii) apply to any Tax Authority for any binding or non-binding opinion, ruling, or other determination with respect to the Companies in relation to any act, matter, or transaction that occurred on or before the Closing Date, in the case of each of (i) and (ii), if such action would give rise to an indemnification obligation under Section 5.23(a). Purchaser and its Affiliates (including the Companies and their Subsidiaries) shall take commercially reasonable efforts not to proactively disclose to any Tax Authority any material information (in writing or otherwise) regarding the income Tax reporting position of a Company or any of its Subsidiaries in respect of a Pre-Closing Tax Period or Pre-Closing Straddle Period (i) other than as is required by applicable Law, or (ii) in response to any request or inquiry from a Tax Authority.

(e) Tax Contests. After the date hereof, Purchaser, on the one hand, and Sellers, on the other hand (each, the "Recipient," and together, the "Tax Contest Parties"), shall notify the other Tax Contest Party within ten (10) Business Days of receipt by the Recipient of written notice of any tax deficiency, proposed tax adjustment, tax assessment, tax audit, tax examination or other administrative or court proceeding, suit, dispute or other claim with respect to Taxes or Tax Returns of the Companies and their Subsidiaries (each and any of the foregoing, a "Tax Contest") which Tax Contest could reasonably be expected to affect the obligations of

such other Tax Contest Party, or their Affiliates, with respect to Taxes pursuant to this Agreement. A Recipient's failure to comply with this notice provision shall not affect such Recipient's right to indemnification pursuant to this Agreement unless (and only to the extent that) the other Tax Contest Party is materially adversely prejudiced as a consequence of such failure. Each Tax Contest Party acknowledges and understands that, prior to the time a Recipient provides notice of a Tax Contest to the other Tax Contest Party pursuant to this Section 5.23(e), Recipient shall act in a commercially reasonable manner, and in a manner not inconsistent with the principles of this Section 5.23(e), with respect to such Tax Contest.

(i) If a Tax Contest relates to a Pre-Closing Tax Period or a Straddle Period, Sellers may, at their expense, control the defense and settlement of such Tax Contest and Purchaser, at Purchaser's expense and with counsel of its own choosing, shall have the right to participate fully in all aspects of the defense of such Tax Contest; provided that, (x) if the resolution of such Tax Contest could increase the Tax liability of, or reduce any Tax benefit available to, Purchaser or any of its Affiliates (including the Companies and their Subsidiaries) for any Post-Closing Straddle Period or Post-Closing Tax Period, Sellers shall (A) conduct such Tax Contest diligently and in good faith, (B) consult in good faith with Purchaser before taking any action in connection with such Tax Contest that might adversely affect Purchaser or any of its Affiliates (including the Companies and their Subsidiaries), (C) consult in good faith with Purchaser and offer Purchaser a reasonable opportunity to comment before submitting to any Governmental Authority any written materials prepared or furnished in connection with such Tax Contest, and (D) not settle, discharge, compromise, or otherwise dispose (each, a "disposition") of such Tax Contest if such disposition would result in, or otherwise involve, shifting any receipts, revenues, income, or profits, from a Pre-Closing Tax Period or Pre-Closing Straddle Period to a Post-Closing Tax Period or Post-Closing Straddle Period or otherwise could reasonably be expected to have a material adverse consequence to Purchaser or any of its Affiliates (including the Companies and their Subsidiaries) without obtaining the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed, and (y) if the Sellers do not assume the control of such Tax Contest, Purchaser shall be entitled to control such Tax Contest, including the settlement, discharge, compromise, or otherwise of such Tax Contest.

(ii) Purchaser shall, at its expense, control the defense and settlement of all Tax Contests other than those described in Section 5.23(e)(i) and Sellers shall have no right to participate in the conduct of any such Tax Contest.

(iii) Each Tax Contest Party shall promptly provide to the other Tax Contest Party copies of all written notices and other documents received from any Governmental Authority with respect to any Tax Contest (provided that the Tax Contest Party receiving such notice or other document may redact from such copies information not reasonably related to or necessary for determining amounts for which the other Tax Contest Party may be liable hereunder with respect to such Tax Contest).

(f) Tax Records and Cooperation.

(i) Each of Sellers and Purchaser shall, and shall cause its Affiliates (which for Purchaser, after the Closing Date, shall include the Companies and their Subsidiaries) to, (i) provide to the other party, on reasonable request and at such other party's expense, any records or other information in its possession (including any books and records, workpapers, schedules, supporting entries, backups, and other documents) relating to the Companies and their Subsidiaries with respect to any Pre-Closing Tax Period or Pre-Closing Straddle Period and (ii) provide to the other party, on reasonable request and at such other party's expense, cooperation and assistance with respect to the preparation of any Tax Return, any Tax Contest, or any other matter relating to Taxes, for any Pre-Closing Tax Period or any Pre-Closing Straddle Period.

(ii) Sellers shall promptly notify Purchaser of any authorized extension of the statutes of limitation of or with respect to the Companies or their Subsidiaries granted by Sellers or any of their Affiliates relating to any Pre-Closing Tax Period. Purchaser shall not, and shall cause its Affiliates not to, authorize any extension or any statute of limitations that relates to the Companies and their Subsidiaries for a Pre-Closing Tax Period or a Straddle Period without the prior written consent of Seller, which such consent shall not be unreasonably withheld, conditioned or delayed.

(iii) Without limiting Section 5.23(f)(i), upon the reasonable request of Purchaser, Sellers shall use commercially reasonable efforts to provide to purchaser documentation and information related to any research and development credits taken by or with respect to the Companies or their Subsidiaries, including prior sales history and qualified research expenditures.

(g) Allocation of Purchase Price. Not later than sixty (60) days after the Closing Date, Sellers shall provide to Purchaser an allocation of the Preliminary Purchase Price, which shall be consistent with the Equity Allocation, and any liabilities of the Companies

deemed assumed by Purchaser in connection with the transactions contemplated hereby among the assets of the Companies in a manner that complies with the requirements of the Section 1060 of the Code and the Treasury Regulations promulgated thereunder (the "Allocation"). Purchaser shall review the Allocation and inform Sellers of any disagreement with the content of the Allocation not later than thirty (30) days after receipt of the Allocation. Sellers and Purchaser shall attempt in good faith to resolve any disagreement. If Sellers and Purchaser are unable to reach an agreement on the content of the Allocation within sixty (60) days of the delivery of the Allocation, such disagreement shall be resolved by an independent, internationally recognized accounting firm, mutually acceptable to both Purchaser and Sellers, the fees of which shall be shared based on the principles of Section 2.03(c)(iv); provided that any determination by such accounting firm shall be consistent with the Interests Allocation. The Allocation, as finally determined pursuant to this Section 5.23(f)(iii), shall be final, conclusive and binding on Purchaser and Sellers and each of their respective Affiliates. Purchaser and Sellers shall each timely file Internal Revenue Service Form 8594 (Acquisition Statement under Code Section 1060) and all federal, state, local and foreign Tax Returns in accordance with the Equity Allocation and the Allocation.

(h) No Elections. The parties agree that no election or elections under Section 336(e) or Section 338 of the Code (or under any similar state, local, or foreign law) shall be made by any party with respect to or in connection with any of the transactions contemplated by this Agreement.

(i) Attribute Reduction. Purchaser and its Affiliates (including the Companies and their Subsidiaries) shall not cause or permit any Company or Subsidiary of a Company that is a "controlled foreign corporation" within the meaning of Section 957 of the Code, during the period beginning on and including the Closing Date and ending on and including the last day of the taxable year of such Company or Subsidiary for United States federal income Tax purposes that includes the Closing Date, to (i) declare or pay a dividend, or (ii) engage in any transaction outside the ordinary course of business (other than any such transaction that was subject to a binding contract or other commitment prior to Closing) if such dividend or transaction would impact the amount or character of any Seller's gain under Section 1248 of the Code, or the amount of any Seller's deemed-paid foreign taxes within the meaning of Section 902 of the Code that are associated with any pre-Closing dividend or such gain under Section 1248 of the Code.

(j) Exclusivity. Notwithstanding anything to the contrary in this Agreement, the provisions of this Section 5.23 (and not those of Article VII), shall govern the manner in which matters relating to Taxes are conducted and resolved and liabilities for Taxes are allocated, paid and indemnified against.

SECTION 5.24 Ancillary Agreements.

(a) At the Closing, each of Sellers and Purchaser shall enter into, or shall cause their respective Affiliates (as applicable) to enter into, each of the Ancillary Agreements.

(b) Sellers shall cause each counterparty to an Ancillary Agreement (not including Purchaser, the Companies and their Affiliates) to comply with its obligations under such Ancillary Agreement.

(c) Sellers agree that any definitive agreement providing for the sale of the Women's Health Business shall not condition the Purchaser's obligation to close the transactions contemplated by such agreement on the finalization of any schedules or exhibits to any of the Ancillary Agreements relating to the Women's Health Business; provided, that such an agreement may contain a condition to close such transactions to the effect that an agreement in substantially the form of a document agreed between the parties and attached to such agreement shall be delivered at the closing thereof.

SECTION 5.25 Earnout Quarterly Reporting. During the Earnout Periods, Purchaser shall provide to Sellers' Representative quarterly statements, providing in reasonable detail, information regarding the Net Sales achieved for the prior fiscal quarter and year to date.

SECTION 5.26 Retransfer of Assets.

(a) If any party determines, after the Closing Date, that any of the Sellers or any of their Affiliates (or any acquirer of the Women's Health Business) owns any assets related to the Business (other than any Excluded Asset or any asset set forth on Section 5.26 of the Disclosure Schedules), or that any assets related to the Business (other than any Excluded Asset or any asset set forth on Section 5.26 of the Disclosure Schedules) have not been transferred by the Sellers to the Companies, their Subsidiaries or Purchaser or its Subsidiaries, as applicable, then each of the Sellers shall and shall cause their Affiliates to, or shall use their reasonable best efforts to cause any acquirer of the Women's Health Business to, transfer, assign and convey, or cause any such assets to be transferred, assigned and conveyed, to the Companies, Purchaser or their Subsidiaries, as applicable, without any consideration therefor.

(b) If any party determines, after the Closing Date, that Purchaser or any of its Subsidiaries (including the Companies and their Subsidiaries) owns any Excluded Asset that should not have been transferred to Purchaser or any of its Subsidiaries (including the Companies and their Subsidiaries), then Purchaser shall, or shall cause its applicable Subsidiary to, as applicable, transfer, assign and convey such Excluded Asset, or shall cause such Excluded

Asset to be transferred, assigned and conveyed, to the Sellers or their designee without any consideration therefor.

SECTION 5.27 Delayed Contracts.

(a) Notwithstanding anything else in this Agreement to the contrary, unless and until such consent, approval or amendment described below is no longer required or has been obtained, this Agreement shall not constitute an agreement to assign, license, sublicense, lease, sublease, convey or transfer at the Closing any Contract or any claim or right or any benefit arising thereunder or resulting therefrom as to which consent or approval from any Person (including consents and approvals of Governmental Authorities) to assignment, license, sublicense, lease, sublease, conveyance or transfer thereof or amendment thereof is required but has not been obtained as of the Closing Date (such Contract, a "Delayed Contract"); provided, to the extent not inconsistent with the terms of any Delayed Contract or applicable Law and assuming compliance by Sellers with this Section 5.27(a), the parties shall treat Purchaser as the owner thereof for Tax purposes as of the Closing Date. Upon obtaining the requisite consents or approvals, such Delayed Contract shall be transferred and assigned to Purchaser hereunder without additional consideration therefor.

(b) In the event and to the extent that, prior to the Closing, Sellers and their Affiliates are unable to obtain a consent, approval or amendment required to assign, license, sublicense, lease, sublease, convey or transfer any Delayed Contract to Purchaser, then following the Closing, Sellers shall, and shall cause their Subsidiaries to, use commercially reasonable efforts to (i) continue to hold, and to the extent required by the terms applicable to such Delayed Contract, operate such Delayed Contract in all material respects in the ordinary course of business consistent with past practice and taking into account the transactions contemplated by this Agreement, (ii) cooperate in any arrangement, reasonable and lawful as to Sellers and Purchaser, designed to provide to Purchaser or its Subsidiaries the benefits arising under such Delayed Contract, including accepting such reasonable direction as Purchaser shall request of Sellers and (iii) enforce at Purchaser's request, or allow Purchaser and its Affiliates to enforce in a commercially reasonable manner, any rights of the applicable Seller under such Delayed Contract against the other party or parties thereto; provided, that the costs and expenses incurred by Sellers or their Affiliates at Purchaser's request shall be borne solely by Purchaser. Sellers shall, and shall cause their Subsidiaries to, without further consideration therefor, pay and remit to Purchaser promptly all monies, rights and other consideration received in respect of such performance. Purchaser shall pay, perform and discharge fully, promptly when due, all of the obligations of Sellers or their Subsidiaries in respect of such performance, and Purchaser shall be responsible for all Assumed Liabilities related thereto and indemnify the Sellers for all Losses arising out of any actions (or omissions to act) of Sellers or any of its Subsidiaries arising out of such performance or taken at the direction of Purchaser or any of its Subsidiaries.

(c) Notwithstanding anything else set forth in this Section 5.27, none of the Sellers nor any of their Subsidiaries shall be required to take any action that may, in the good faith judgment of Sellers would reasonably be expected to (i) result in a violation of any obligation which any such Seller or any such Subsidiary has to any third party or (ii) violate applicable Law.

(d) Purchaser agrees that Sellers and their Affiliates shall not have any liability whatsoever arising out of or relating to a breach of Section 3.19(b) with respect to the failure to obtain any consents or approvals set forth on Section 3.04 of the Disclosure Schedules, provided that the failure of the Sellers to perform any of their obligations under this Section 5.27 has not been a cause of the failure to obtain any consents or approvals. .

SECTION 5.28 Shared Contracts. Following the date hereof, the parties hereto shall use their commercially reasonable efforts to enter into or to grant, and to cause each third party counterparty to a Contract that directly benefit both (x) the Excluded Assets and (y) the Business including those set forth on Section 5.28 of the Disclosure Schedules (each a "Shared Contract") to enter into or to grant, any new agreements, bifurcations or consents as are reasonably necessary to permit the Companies and their Subsidiaries and the Sellers and their Affiliates, as applicable, to, on an independent basis following the Closing, derive those benefits, and to assume any obligations and economic burdens related to such benefits, as each such Person derives from such Shared Contract immediately prior to the Closing. If, on the Closing Date, any such third party agreement or consent is not obtained, the Sellers and Purchaser shall, and Purchaser shall cause the Companies and their Subsidiaries to, (a) continue to use commercially reasonable efforts to enter into or to grant, and to cause each third party counterparty to a Shared Contract to enter into or to grant, any such new agreements, bifurcations or consents and (b) cooperate reasonably following the Closing in a mutually acceptable arrangement under which the Companies and their Subsidiaries and the Sellers and their Affiliates, as applicable, would, where commercially reasonable and in compliance with applicable Law, obtain the appropriate benefits and assume the related obligations and bear the related economic burdens in respect of the Shared Contracts, including by means of subcontracting, sublicensing or subleasing arrangements, or enforcement by the party to such Shared Contract for the benefit (and at the expense) of each Company or any of their Subsidiaries, or each Seller or any or their Affiliates (as applicable) that is an intended beneficiary thereof pursuant to this Section 5.28.

SECTION 5.29 Notice of Developments.

(a) Prior to the Closing, the Sellers shall promptly notify Purchaser in writing of (a) all events, circumstances, facts and occurrences arising subsequent to the date of this Agreement which could result in any breach of a representation or warranty or covenant of the

Sellers in this Agreement or which could have the effect of making any representation or warranty of the Sellers in this Agreement untrue or incorrect in any respect and (b) all other material developments affecting the assets, Liabilities, Intellectual Property, business, financial condition, operations, results of operations, customer or supplier relations, employee relations, projections or prospects of the Business, the Companies or any Subsidiaries.

(b) For purposes of this Agreement, the failure to comply in all material respects with the provisions of this Section 5.29 shall not result in the failure of the condition set forth in Section 6.02(b) to be satisfied.

SECTION 5.30 Schedules and Exhibits to Certain Ancillary Agreements. The parties hereto acknowledge that the schedules and exhibits that are or are to be attached to the forms of the Ancillary Agreements specified in Section 5.30 of the Disclosure Schedules (but not the forms of Ancillary Agreements themselves) are subject to modification between the date hereof and the Closing Date to the extent agreed by the parties in order to provide for greater detail or specificity regarding the subject matter thereof. The parties agree to negotiate in good faith any such modifications to such schedules and exhibits prior to the Closing Date, which efforts to negotiate in good faith shall include making available appropriately knowledgeable and duly authorized employees and Representatives, whether by (at the counterparty's election) telephonic or in-person meetings reasonably promptly after the request of the counterparty and for such duration as shall be reasonably commensurate with the counterparty's request. For the avoidance of doubt, Purchaser and Sellers agree that reaching agreement on the modifications described in this Section 5.30 to the schedules and exhibits that are to be attached to the Ancillary Agreements is not a condition to the obligations of the parties to effect the Closing; provided that the foregoing shall not diminish in any way the obligations of the parties contained in the immediately preceding sentence of this Section 5.30.

SECTION 5.31 IP Docket; Assignment Documents.

(a) Prior to the Closing, Sellers shall provide Purchaser with a schedule that lists all of the filing actions, registration, maintenance, annuity and renewal fees, and corresponding due dates, needed to be taken, met or paid during the ninety (90) day period following the Closing in order to prosecute or maintain the Company Intellectual Property owned by any of the Companies, the Sellers or their Affiliates. Upon the written request of Purchaser, the Sellers shall promptly deliver to Purchaser (but no later than ten (10) Business Days after the receipt of such request) any information and documents in its possession, including all electronically stored information and documents, necessary for Purchaser to maintain continuity of prosecution of, and to make any payments due with respect to, the

Company Intellectual Property within such period, to the extent not already in the possession of the Companies or their Subsidiaries as of the Closing Date.

(b) On or prior to the Closing, Sellers hereby agree, at their sole expense, to obtain the release of any third-party security interest in any of the Company Intellectual Property, and as soon as reasonably practicable following the Closing, shall file with applicable Governmental Authorities documents to record such release as to any registered Company Intellectual Property. Sellers shall provide copies thereof to Purchaser to the extent such documents are not already in the possession of the Companies or their Subsidiaries as of the Closing Date.

SECTION 5.32 Transitional Trademark and Domain Name Rights.

(a) Transitional Purchaser Rights.

(i) Except as expressly provided in this Agreement or any Ancillary Agreement, it is expressly agreed that Purchaser, as of Closing, does not have under this Agreement or any Ancillary Agreement any right, title or interest (whether express or implied) in, to or under the Trademark registrations and Trademark applications listed on Section 5.32(a)(i) of the Disclosure Schedules (the "Seller Trademarks").

(ii) Purchaser will have a limited right to utilize the Seller Trademarks following the Closing solely in the manner and solely for the administration of the Business as conducted immediately prior to the Closing Date until the date that is ninety (90) days following the Closing Date. Following such ninety (90) day period, Purchaser shall destroy, or remove, strike over, cover over or otherwise eliminate all Seller Trademarks from all materials displaying the Seller Trademarks in its possession.

(iii) Any and all goodwill arising from or in connection with the use of the Seller Trademarks and Seller Domain Names by Purchaser shall inure to the benefit of Seller. Purchaser shall indemnify and hold harmless Seller from and against any and all Losses arising from Purchaser's use of the Seller Trademarks.

(b) Transitional Sellers Rights.

(i) Except as expressly provided in this Agreement or any Ancillary Agreement, it is expressly agreed that Sellers, as of Closing, do not have under this Agreement or any Ancillary Agreement any right, title or interest

(whether express or implied) in, to or under the Trademark registrations and Trademark applications listed on Section 5.32(b)(i) of the Disclosure Schedules (the "Purchaser Trademarks").

(ii) Sellers will have a limited right to utilize the Purchaser Trademarks following the Closing solely in the manner and solely for the administration of the Women's Health Business as conducted immediately prior to the Closing Date until the date that is ninety (90) days following the Closing Date. Following such ninety (90) day period, Sellers shall destroy, or remove, strike over, cover over or otherwise eliminate all Purchaser Trademarks from all materials displaying the Purchaser Trademarks in its possession.

(iii) After the Closing, and no later than three hundred sixty-five (365) days after the date hereof (the "Transition Period"), Sellers and their Affiliates shall have a limited right to utilize the Domain Names set forth on Section 5.32(b)(iii) of the Disclosure Schedules (the "Transitional Domain Names") solely in the manner and solely for the administration of the Women's Health Business. At the conclusion of the Transition Period, neither party hereto shall use the Transitional Domain Names. During the Transition Period, Sellers and their Affiliates shall ensure that the web pages accessible through the Transitional Domain Names shall display a notice, in a format reasonably acceptable to the parties hereto, that the Women's Health Business is no longer affiliated with the Transitional Domain Names, and will redirect users via another identified domain name to the web pages.

(iv) Any and all goodwill arising from or in connection with the use of the Purchaser Trademarks and Purchaser Domain Names by Sellers shall inure to the benefit of Purchaser. Sellers shall indemnify and hold harmless Purchaser from and against any and all Losses arising from Sellers' use of the Purchaser Trademarks and Transitional Domain Names.

SECTION 5.33 Additional Financial Information.

(a) Prior to Closing, Sellers shall furnish to Purchaser a copy of an unaudited consolidated balance sheet of the Business as of December 31, 2014 and the related consolidated statement of operations, consolidated statement of changes in members' equity and consolidated statement of cash flows for the fiscal year then ended, in each case, prepared from the books and records of the Companies and their Subsidiaries in accordance with GAAP and the Accounting Principles.

(b) No later than thirty (30) calendar days after the Closing, Sellers shall furnish to Purchaser a copy of an unaudited consolidated balance sheet of the Business as of the Closing Time, prepared in accordance with GAAP and the Accounting Principles. From and after the Closing, Purchaser shall provide reasonable cooperation with respect thereto.

ARTICLE VI
CONDITIONS TO CLOSING

SECTION 6.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) The filings of Purchaser and Sellers pursuant to the HSR Act and Foreign Antitrust Laws, as set forth on Section 6.01(a) of the Disclosure Schedules, shall have been made and (i) the clearances, approvals and consents required to be obtained under applicable Antitrust Laws, as set forth on Section 6.01(a) of the Disclosure Schedules, shall have been obtained and (ii) the applicable waiting period and any extensions thereof shall have expired or been terminated and any agreement related to the HSR Act and Foreign Antitrust Laws, as set forth on Section 6.01(a) of the Disclosure Schedules, with any Governmental Authority not to close the transaction shall have expired or been terminated.

(b) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of such transactions.

SECTION 6.02 Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Purchaser's waiver, at or prior to the Closing, of each of the following conditions:

(a) All representations and warranties of Sellers contained in Section 3.01, Section 3.02, Section 3.03, clauses (a) and (b) and the last sentence of clause (d) of Section 3.05, Section 3.06(b), the first sentence of Section 3.17(e) and Section 3.28 of this Agreement (the "Fundamental Representations") and in Section 3.10(a) shall be true and correct as of the Closing Date as though made at and as of such date, except for any such representations and warranties that are by their terms given only as of a specific date. All representations and warranties of Sellers other than the Fundamental Representations and the representations in Section 3.10(a) (disregarding all qualifications set forth therein relating to "materiality" or Material Adverse Effect) shall be true and correct in all respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties

that address matters only as of a specified date, which shall be true and correct as though made at and as of such date), except where the failure of such representations and warranties to be true and correct would not have a Material Adverse Effect.

(b) Sellers shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Purchaser shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Sellers, that each of the conditions set forth in Section 6.02(a) and Section 6.02(b) has been satisfied.

(d) Since the date of this Agreement, there shall not have occurred any event, occurrence, development, state of facts, effect, condition or change that, individually or in the aggregate, has had a Material Adverse Effect.

(e) Sellers or their Affiliates shall have entered into each of the Ancillary Agreements.

(f) The Company Restructuring shall have been completed.

SECTION 6.03 Conditions to Obligations of Sellers. The obligations of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Sellers' waiver, at or prior to the Closing, of each of the following conditions:

(a) All representations and warranties of Purchaser contained in Section 4.01, Section 4.02, Section 4.03, Section 4.07 and Section 4.08 of this Agreement (the "Purchaser Fundamental Representations") shall be true and correct in all respects as of the Closing Date as though given on and as of such date, except for any such representations and warranties that are by their terms given only as of a specific date. All representations and warranties of Purchaser other than the Purchaser Fundamental Representations shall be true and correct in all respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct would not materially impede or materially delay Purchaser's ability to consummate the transactions contemplated hereby.

(b) Purchaser shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Sellers shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Purchaser, that each of the conditions set forth in Section 6.03(a) and Section 6.03(b) has been satisfied.

(d) Purchaser or its Affiliates shall have entered into each of the Ancillary Agreements.

ARTICLE VII
INDEMNIFICATION

SECTION 7.01 Survival. The representations and warranties contained in Article III (other than those referenced in clauses (a) and (b) to the proviso to this sentence) and Article IV of this Agreement shall survive the Closing and shall continue in full force and effect for a period from the date hereof until the General Survival Date; provided that (a) the Fundamental Representations shall survive the Closing and shall continue in full force and effect indefinitely and (b) the representations and warranties contained in Section 3.14 shall survive as set forth in Section 5.23(a)(iii). The covenants and agreements contained herein shall survive the Closing in accordance with their respective terms or if no term is specified shall survive the Closing until the General Survival Date (other than the covenants and agreements in Section 5.01 and Section 5.07 which shall survive the Closing until the General Survival Date and the covenants and agreements in Section 5.23 which shall survive as set forth in Section 5.23(a)(iii)). Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved.

SECTION 7.02 Indemnification by Sellers. Subject to the other terms and conditions of this Article VII, from and after the Closing, Sellers shall jointly and severally indemnify Purchaser and its Affiliates, officers, directors, employees, agents, successors and assigns (each a "Purchaser Indemnified Party") against, and shall hold any Purchaser Indemnified Party harmless from and against, any and all Losses actually suffered or incurred by them based upon, arising out of, with respect to or by reason of:

(a) any breach of any of the representations or warranties of Sellers contained in this Agreement other than those contained in Section 3.14 (Taxes) and indemnified against pursuant to Section 5.23(a), provided that such representations or warranties (other than the representations and warranties set forth in Section 3.10(a)) shall be interpreted without giving effect to any limitations or qualifications as to "materiality" (including the word "material" or "Material Adverse Effect") set forth therein;

(b) the Excluded Liabilities; or

(c) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Sellers pursuant to this Agreement.

SECTION 7.03 Indemnification by Purchaser. Subject to the other terms and conditions of this Article VII, Purchaser shall indemnify Sellers and their Affiliates, officers, directors, employees, agents, successors and assigns (each a "Seller Indemnified Party") against, and shall hold any Seller Indemnified Party harmless from and against, any and all Losses actually suffered or incurred by them based upon, arising out of, with respect to or by reason of:

(a) any breach of any of the representations or warranties of Purchaser contained in this Agreement, provided that such representations or warranties shall be interpreted without giving effect to any limitations or qualifications as to "materiality" (including the word "material") set forth therein;

(b) the Assumed Liabilities; or

(c) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Purchaser pursuant to this Agreement;

except in the case of clause (b) for Losses with respect to which Sellers are required to indemnify the Purchaser Indemnified Parties in Section 7.02 (disregarding the limitations set forth in Section 7.04), and items (if any) for which Sellers or their Affiliates have agreed to indemnify any of the Purchaser Indemnified Parties under the Ancillary Agreements.

SECTION 7.04 Certain Limitations. The party making a claim under this Article VII is referred to as the "Indemnified Party", and the party against whom such claims are asserted under this Article VII is referred to as the "Indemnifying Party". The indemnification provided for in Section 7.02 and Section 7.03 shall be subject to the following limitations:

(a) The Indemnifying Party shall not be liable to the Indemnified Party for indemnification under Section 7.02(a) or Section 7.03(a), as the case may be, until the aggregate amount of all Losses in respect of indemnification under Section 7.02(a) or Section 7.03(a) exceeds $10,000,000 (the "Deductible"), after which the Indemnifying Party shall only be required to pay or be liable for Losses in excess of $5,000,000. With respect to any claim as to which the Indemnified Party may be entitled to indemnification under Section 7.02(a) or Section 7.03(a), as the case may be, the Indemnifying Party shall not be liable for any individual or series of related Losses which do not exceed $200,000 (which Losses shall not be counted toward the Deductible);

(b) The aggregate amount of all Losses for which an Indemnifying Party shall be liable pursuant to Section 7.02(a) or Section 7.03(a), as the case may be, shall not exceed seven percent (7%) of the Final Purchase Price;

(c) Payments by an Indemnifying Party pursuant to Section 7.02 or Section 7.03 in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received by the Indemnified Party (or the Companies) in respect of any such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies for any Losses prior to seeking indemnification under this Agreement;

(d) In calculating the amount of any Loss, there shall be deducted an amount equal to any net Tax benefit resulting from such Loss realizable by the Indemnified Party or its Affiliates;

(e) In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive, exemplary, special, loss of business reputation or opportunity or diminution in value damages relating to the breach or alleged breach of this Agreement, or any Losses that are consequential or indirect in nature and are not the reasonably foreseeable result of a breach or alleged breach by the Indemnifying Party of this Agreement (except, in each case, any such indemnifiable Losses that are recovered by a third party in connection with a Third-Party Claim).

(f) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss;

(g) Notwithstanding any provision herein to the contrary, no indemnity may be sought hereunder in respect of any Losses to the extent such Liability (A) is reflected in calculations of the Estimated Cash, Estimated Indebtedness, Estimated Other Adjustments and Estimated Net Working Capital (as the same may be adjusted pursuant to Section 2.03) or (B) was taken into account in determining the Net Adjustment Amount;

(h) The indemnification provisions of this Agreement (i) shall be the sole and exclusive remedy (other than under the Seller Parent Guaranty or for injunctive relief or specific performance as contemplated by Section 9.12 or claims for actual fraud) following the Closing with respect to any breach or non-fulfillment of any representation, warranty, agreement, covenant or any other obligation contained in this Agreement, (ii) shall apply without regard to, and shall not be subject to, any limitation by reason of set-off, limitation or otherwise and (iii) are intended to be comprehensive and not to be limited by any requirements of Law concerning

prominence of language or waiver of any legal right under any Law (including rights under any workers compensation statute or similar statute conferring immunity from suit). Without limiting the generality of this Section 7.04, in no event shall any party, its successors or permitted assigns be entitled to claim or seek rescission of the transactions contemplated by this Agreement. Each of the parties hereto expressly waives all rights under California Civil Code § 1542 (and any similar, comparable, or equivalent law of any state or territory of the United States, or principle of common law) as to all released claims. California Civil Code § 1542 provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. The parties hereto intend for the terms of Section 7.04(h) to apply to any claims covered by the scope described therein and herein, including those claims which they do not presently known to exist at this time. The parties hereto understand that, except for the representations and warranties expressly set forth in Article III, the facts upon which they have based their respective decisions to enter into this Agreement may hereafter prove to be different from the facts now known or believed by them, and they hereby accept and assume the risk thereof and agree that this Agreement shall be and shall remain, in all respects, effective and not subject to termination or rescission by reason of any such difference in facts.

SECTION 7.05 Indemnification Procedures. The provisions of this Section 7.05 shall apply in accordance with their terms except in the case of any Tax Contest or any other matter relating to Taxes or Tax Returns, which shall be governed exclusively by Section 5.23.

(a) Third-Party Claims.

(i) If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "Third-Party Claim") against such Indemnified Party with respect to which the Indemnifying Party may be obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third-Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party.

(ii) If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party hereunder against any Losses that may result from such Third-Party Claim, then the Indemnifying Party shall be entitled to assume the defense of any Third-Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel if the Indemnifying Party gives notice of its intention to do so to the Indemnified Party within five (5) Business Days of the receipt of notice from the Indemnified Party of such Third-Party Claim; provided that if there exists or is reasonably likely to exist a conflict of interest that would make it inappropriate in the judgment of the Indemnified Party in its sole and absolute discretion for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its own counsel in each jurisdiction for which the Indemnified Party determines counsel is required, at the expense of the Indemnifying Party. In the event that the Indemnifying Party exercises the right to undertake any such defense against any such Third-Party Claim as provided above, the Indemnified Party shall cooperate in good faith in such defense.

(iii) In the event that the Indemnifying Party assumes the defense of any Third-Party Claim, subject to Section 7.05(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third-Party Claim in the name and on behalf of the Indemnified Party. Subject to Section 7.05(a)(ii), the Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Third-Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof.

(iv) If the Indemnifying Party elects not to compromise or defend such Third-Party Claim or fails to notify the Indemnified Party in writing of its election to defend as provided in Section 7.05(a)(ii), the Indemnified Party may, subject to Section 7.05(b), pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third-Party Claim. Sellers and Purchaser shall cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available (subject to the confidentiality provisions of this Agreement) records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.

(b) Settlement of Third-Party Claims. The Indemnifying Party shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as provided in this Section 7.05(b). If a firm offer is made to settle a Third-Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third-Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third-Party Claim, the Indemnifying Party may settle the Third-Party Claim upon the terms set forth in such firm offer to settle such Third-Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 7.05(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) Direct Claims. Any claim by an Indemnified Party on account of a Loss which does not result from a Third-Party Claim (a "Direct Claim") shall be asserted by the Indemnified Party giving the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 60 days after its receipt of such notice to respond in writing to such Direct Claim. During such 60-day period, the Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Companies' premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 60-day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

SECTION 7.06 Adjustments to Losses. (a) In the event that an Indemnified Party has any rights against a third party with respect to any occurrence, claim or loss that results in a payment by an Indemnifying Party under this Article VII, such Indemnifying Party shall be subrogated to such rights to the extent of such payment. Without limiting the generality or effect of any other provision hereof, each Indemnified Party and Indemnifying Party shall duly execute upon request all instruments reasonably necessary to evidence and perfect the subrogation and subordination rights detailed herein, and otherwise cooperate in the prosecution of such claims.

(b) In calculating the amount of any Loss for which either party is entitled to indemnification hereunder, to the extent such Loss is otherwise recovered by a party pursuant to other terms of this Agreement or any Ancillary Agreement, it shall be deducted from the amount owed in order to prevent the same amount from being paid more than once.

SECTION 7.07 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Final Purchase Price for Tax purposes, unless otherwise required by Law.

ARTICLE VIII

TERMINATION

SECTION 8.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by Purchaser, effective upon written notice to Sellers, if there shall have been a breach of any of the representations, warranties, agreements or covenants set forth in this Agreement on the part of Sellers or the Companies which has rendered the satisfaction of any conditions set forth in Section 6.01 or Section 6.02 impossible, such violation or breach has not been waived by Purchaser, and the breach, if curable, has not been cured within 30 days following Purchaser's written notice of such breach;

(b) by Sellers, effective upon written notice to Purchaser, if there shall have been a breach of any of the representations, warranties, agreements or covenants set forth in this Agreement on the part of Purchaser which has rendered the satisfaction of any conditions set forth in Section 6.01 or Section 6.03 impossible, such violation or breach has not been waived by Sellers, and the breach, if curable, has not been cured within 30 days following Sellers' or the Companies' written notice of such breach;

(c) by Sellers or Purchaser, effective upon written notice, if the Closing shall not have occurred by December 31, 2015 (the "Outside Date"); provided, that if on the Outside Date the conditions to Closing set forth in Section 6.01(a) shall not have been satisfied but all other conditions to Closing shall be satisfied or shall be capable of being satisfied upon satisfaction of the condition to Closing set forth in such sections, then the Sellers or Purchaser shall have the right to extend the Outside Date an additional 90 days by notifying the other party in writing of such election before the Outside Date; provided, further, that the right to terminate this Agreement under this Section 8.01(c) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been a principal cause of, or shall have otherwise resulted in, the failure of the Closing to occur on or prior to such date; provided further that, if the Outside Date falls within the Extension Period set forth in Section 2.05, the Outside Date shall be automatically extended to the last day of the Extension Period;

(d) by Purchaser or Sellers, effective upon written notice, if there shall be in effect a final, non-appealable order of a Governmental Authority of competent jurisdiction permanently prohibiting the consummation of the transactions contemplated by this Agreement; provided, that the terminating party shall have fulfilled its obligations contained in Section 5.08 prior to exercising its right to termination under this Section 8.01(d); or

(e) by the mutual written consent of Sellers and Purchaser.

SECTION 8.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article VIII, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

(a) as set forth in this Article VIII and Article IX and any confidentiality provisions of this Agreement; and

(b) that nothing herein shall relieve any party hereto from liability for any intentional breach of any provision hereof.

ARTICLE IX
MISCELLANEOUS

SECTION 9.01 Expenses. Except as otherwise expressly provided herein (including Section 5.23 hereof), all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

SECTION 9.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.02):

If to any of the Sellers, the Sellers' Representative or, prior to the Closing, the Companies:

Endo Health Solutions Inc.
1400 Atwater Drive
Malvern, Pennsylvania
Attention: Caroline Manogue
Facsimile: (610) 884-7159

with copies (which shall not constitute notice) to:

(1) at any time prior to the Closing,

American Medical Systems Holdings, Inc.
10700 Bren Road W.
Minnetonka, Minnesota 55343
Attention: Susan Thompson
Facsimile: (952) 930-5730

and

(2) at any time,

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York, 10036
Attention: Eileen T. Nugent
Brandon Van Dyke
Facsimile: (212) 735-2000

If to Purchaser or, following the Closing, the Companies:

Boston Scientific Corporation
300 Boston Scientific Way
Marlborough Massachusetts 01752
Attention: Chief Financial Officer
Facsimile (508) 683-4410

with a copy (which shall not constitute notice) to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022-6069
Attention: Clare O'Brien
Facsimile: (646) 848-8966

SECTION 9.03 Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; and (d) the terms contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

SECTION 9.04 Joint and Several Liability. Sellers will be jointly and severally liable for any sum due under this Agreement from any Seller, including for any damages recoverable as a result of any failure of any Sellers fully to perform any of its obligations under this Agreement.

SECTION 9.05 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

SECTION 9.06 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

SECTION 9.07 Entire Agreement. This Agreement, together with all exhibits and schedules hereto, the Disclosure Schedules, the Seller Parent Guaranty and the Confidentiality Agreement, constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, among the parties hereto with respect to the subject matter hereof.

SECTION 9.08 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld, conditioned or delayed; provided that Purchaser may assign this Agreement or any of its rights and obligations hereunder to one or more Affiliates of Purchaser without the consent of the Sellers so long as, in the case of an assignment to an Affiliate not domiciled or organized in the United States, such assignment shall not result in any incremental Taxes of the relevant Seller as compared to if the sale of the Interests of such Company had been made to an Affiliate domiciled or organized in the United States. No assignment shall relieve the assigning party of any of its obligations hereunder.

SECTION 9.09 Third-Party Beneficiaries. Except as provided in Section 5.04 and Article VII, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 9.10 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right,

remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

SECTION 9.11 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED

TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 9.11(c).

SECTION 9.12 Specific Performance. The parties hereto agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and that the parties shall be entitled to an injunction, specific performance or other equitable relief to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy at law or in equity. The parties further agree not to assert that a remedy of injunctive relief, specific performance or other equitable relief is unenforceable, invalid, contrary to law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy. Each of the parties hereto hereby waives (a) any defenses in any action for specific performance, including the defense that a remedy at law would be adequate, and (b) any requirement under any Law to post a bond or other security as a prerequisite to obtaining equitable relief.

SECTION 9.13 Counterparts. This Agreement, the Seller Parent Guaranty and the Ancillary Agreements may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement, the Seller Parent Guaranty and the Ancillary Agreements delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy thereof.

SECTION 9.14 Sellers' Representative.

(a) Foreign Sub Seller is hereby constituted to act as the agent, proxy, attorney-in-fact and representative for each of the Sellers and their successors and assigns for all purposes under this Agreement, the Seller Parent Guaranty and the Ancillary Agreements (the "Sellers' Representative"), and the Sellers' Representative, by its signature below, agrees to serve in such capacity.

(b) Effective immediately prior to the Closing, in its capacity as Sellers' Representative, the Sellers' Representative shall have the power and authority to take such actions on behalf of each of the Sellers as the Sellers' Representative, in its sole judgment, may deem to be in the best interests of such Persons or otherwise appropriate on all matters related to or arising from this Agreement, the Seller Parent Guaranty and the Ancillary Agreements. Such powers shall include:

(i) executing and delivering any and all supplements, amendments, waivers or modifications to this Agreement and all certificates,

consents and other documents contemplated by this Agreement, the Seller Parent Guaranty and the Ancillary Agreements as may be necessary or appropriate to effect the Sale and the other transactions contemplated hereby and thereby;

(ii) giving and receiving notices and other communications relating to this Agreement, the Seller Parent Guaranty and the Ancillary Agreements and the transactions contemplated hereby and thereby;

(iii) taking or refraining from taking any actions (whether by negotiation, settlement, litigation or otherwise) to resolve or settle all matters and disputes arising out of or related to this Agreement, the Seller Parent Guaranty and the Ancillary Agreements and the performance or enforcement of the obligations, duties and rights pursuant to this Agreement, the Seller Parent Guaranty and the Ancillary Agreements;

(iv) engaging attorneys, accountants, financial and other advisors, paying agents and other persons necessary or appropriate, in the sole discretion of the Sellers' Representative in the performance of its duties under this Agreement, the Seller Parent Guaranty and the Ancillary Agreements; and

(v) taking all actions necessary or appropriate in the judgment of the Sellers' Representative for the accomplishment of the foregoing.

SECTION 9.15 Non-Recourse. This Agreement may only be enforced against, and any claim, action, suit or other legal proceeding based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, Affiliate, agent, attorney or other Representative of any party hereto or of any Affiliate of any party hereto, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any party hereto under this Agreement or for any claim or Action based on, in respect of or by reason of the transactions contemplated hereby. This Section 9.15 is subject in all respects to the Seller Parent Guaranty.

[SIGNATURE PAGE FOLLOWS**]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.

By: /s/ Camille Farhat

Name: Camille Farhat

Title: President

ENDO HEALTH SOLUTIONS INC.

By: /s/ Rajiv de Silva

Name: Rajiv de Silva

Title: President and CEO

BOSTON SCIENTIFIC CORPORATION

By: /s/ Daniel J. Brennan

Name: Daniel J. Brennan

Title: Executive Vice President and

Chief Financial Officer

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of March 20, 2015, among Aphrodite Women's Health, LLC, a Delaware limited liability company and Endo Ventures Cyprus Limited, a limited liability company organized under the laws of the Republic of Cyprus (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, and a supplemental indenture, dated as of February 3, 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 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.

APHRODITE WOMEN'S HEALTH, LLC
as a Guaranteeing Subsidiary

By: AMERICAN MEDICAL SYSTEMS HOLDINGS, INC., its manager

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

ENDO VENTURES CYPRUS LIMITED
as a 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 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

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,INC.
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, INC.,
its manager

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

ENDO LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
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 7.00% Senior Notes due 2019 Supplemental Indenture]

ENDO VENTURES BERMUDA LIMITED, 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 GLOBAL VENTURES
as a Guaranteeing Subsidiary

By: /s/ Susan Hall
Name: Susan Hall
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 10.241

Counterpart to Registration Rights Agreement

March 20, 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.

APHRODITE WOMEN'S HEALTH, LLC
as a Guaranteeing Subsidiary

By: AMERICAN MEDICAL SYSTEMS HOLDINGS, INC., its manager

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

ENDO VENTURES CYPRUS 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 March 20, 2015, among Aphrodite Women's Health, LLC, a Delaware limited liability company and Endo Ventures Cyprus Limited, a limited liability company organized under the laws of the Republic of Cyprus (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, and a supplemental indenture, dated as of February 3, 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.

APHRODITE WOMEN'S HEALTH, LLC
as a Guaranteeing Subsidiary

By: AMERICAN MEDICAL SYSTEMS HOLDINGS, INC., its manager

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

ENDO VENTURES CYPRUS LIMITED
as a 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

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, INC.
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, INC.,
its manager

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

ENDO LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
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 7.00% Senior Notes due 2020 Supplemental Indenture]

ENDO VENTURES BERMUDA LIMITED, 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 GLOBAL VENTURES
as a Guaranteeing Subsidiary

By: /s/ Susan Hall
Name: Susan Hall
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 10.243

Counterpart to Registration Rights Agreement

March 20, 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.

APHRODITE WOMEN'S HEALTH, LLC
as a Guaranteeing Subsidiary

By: AMERICAN MEDICAL SYSTEMS HOLDINGS, INC., its manager

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

ENDO VENTURES CYPRUS 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 2020]

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of March 20, 2015, among Aphrodite Women's Health, LLC, a Delaware limited liability company and Endo Ventures Cyprus Limited, a limited liability company organized under the laws of the Republic of Cyprus (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, and a supplemental indenture, dated as of February 3, 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 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.

APHRODITE WOMEN'S HEALTH, LLC
as a Guaranteeing Subsidiary

By: AMERICAN MEDICAL SYSTEMS HOLDINGS, INC., its manager

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

ENDO VENTURES CYPRUS LIMITED
as a 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, INC.
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, INC.,
its manager

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

ENDO LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
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

[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 GLOBAL VENTURES
as a Guaranteeing Subsidiary

By: /s/ Susan Hall
Name: Susan Hall
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 10.245

Counterpart to Registration Rights Agreement

March 20, 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.

APHRODITE WOMEN'S HEALTH, LLC
as a Guaranteeing Subsidiary

By: AMERICAN MEDICAL SYSTEMS HOLDINGS, INC., its manager

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

ENDO VENTURES CYPRUS LIMITED
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
Title: Director

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of March 20, 2015, among Aphrodite Women's Health, LLC, a Delaware limited liability company and Endo Ventures Cyprus Limited, a limited liability company organized under the laws of the Republic of Cyprus (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, and a supplemental indenture, dated as of February 3, 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 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 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.

APHRODITE WOMEN'S HEALTH, LLC
as a Guaranteeing Subsidiary

By: AMERICAN MEDICAL SYSTEMS HOLDINGS, INC., its manager

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

ENDO VENTURES CYPRUS LIMITED
as a 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 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, 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 5.75% 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

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, INC.
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, INC.,
its manager

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

ENDO LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
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

[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 GLOBAL VENTURES
as a Guaranteeing Subsidiary

By: /s/ Susan Hall
Name: Susan Hall
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 March 20, 2015, among Aphrodite Women's Health, LLC, a Delaware limited liability company and Endo Ventures Cyprus Limited, a limited liability company organized under the laws of the Republic of Cyprus (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, and a supplemental indenture, dated as of February 3, 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.

APHRODITE WOMEN'S HEALTH, LLC
as a Guaranteeing Subsidiary

By: AMERICAN MEDICAL SYSTEMS HOLDINGS, INC., its manager

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

ENDO VENTURES CYPRUS LIMITED
as a 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 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

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

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, INC.
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, INC.,
its manager

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

ENDO LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
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

[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 GLOBAL VENTURES
as a Guaranteeing Subsidiary

By: /s/ Susan Hall
Name: Susan Hall
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]

Counterpart to Registration Rights Agreement

March 20, 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.

APHRODITE WOMEN'S HEALTH, LLC
as a Guaranteeing Subsidiary

By: AMERICAN MEDICAL SYSTEMS HOLDINGS, INC., its manager

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

ENDO VENTURES CYPRUS LIMITED
as a 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 March 20, 2015, among Aphrodite Women's Health, LLC, a Delaware limited liability company and Endo Ventures Cyprus Limited, a limited liability company organized under the laws of the Republic of Cyprus (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, 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.

APHRODITE WOMEN'S HEALTH, LLC
as a Guaranteeing Subsidiary

By: AMERICAN MEDICAL SYSTEMS HOLDINGS, INC., its manager

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

ENDO VENTURES CYPRUS LIMITED
as a Guaranteeing Subsidiary

By: /s/ Orla Dunlea
Name: Orla Dunlea
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

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

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, INC.
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, INC.,
its manager

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

ENDO VENTURES LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO MANAGEMENT LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO FINANCE LIMITED
as a Guarantor

By: /s/ Orla Dunlea
Orla Dunlea
Title: Director

ENDO FINANCE II LIMITED
as a Guarantor

By: /s/ Orla Dunlea
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 6.00% Senior Notes due 2025 Supplemental Indenture]

ENDO VENTURES BERMUDA LIMITED, 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 GLOBAL VENTURES
as a Guaranteeing Subsidiary

By: /s/ Susan Hall
Name: Susan Hall
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 10.250

Counterpart to Registration Rights Agreement

March 20, 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.

APHRODITE WOMEN'S HEALTH, LLC
as a Guaranteeing Subsidiary

By: AMERICAN MEDICAL SYSTEMS HOLDINGS, INC., its manager

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

ENDO VENTURES CYPRUS 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]

Exhibit 21

SUBSIDIARIES OF THE REGISTRANT

The following is a list of subsidiaries of the Company as of March 31, 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 Pharma Ireland Limited	Ireland	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

Exhibit 21

Subsidiary	Jurisdiction of Incorporation or Organization	Ownership by Endo International plc
Ledgemont Royalty Sub LLC	Delaware	Indirect
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: May 11, 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: May 11, 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 March 31, 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: May 11, 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 March 31, 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: May 11, 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.