
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of the earliest event reported): January 29, 2015

ENDO INTERNATIONAL PLC

(Exact name of registrant as specified in its charter)

Ireland
(State or other jurisdiction of
incorporation or organization)

001-36326
(Commission
File Number)

Not Applicable
(I.R.S Employer
Identification No.)

**Minerva House, Simmonscourt Road,
Ballsbridge, Dublin 4, Ireland**
(Address of principal executive offices)

Not Applicable
(Zip Code)

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

Not Applicable
Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On January 29, 2015, in connection with the consummation of the Merger (defined below), Endo International plc, a public limited company incorporated under the laws of Ireland (“Endo”), Auxilium Pharmaceuticals, Inc., a Delaware corporation (“Auxilium”), and Wells Fargo Bank, National Association, as trustee (the “Trustee”), entered into a Second Supplemental Indenture (the “Second Supplemental Indenture”) to the Indenture, dated as of January 30, 2013, between Auxilium and the Trustee (the “Base Indenture”), as supplemented by the First Supplemental Indenture, dated as of January 30, 2013, between Auxilium and the Trustee (the “First Supplemental Indenture” and, together with the Base Indenture and the Second Supplemental Indenture, the “Indenture”), relating to Auxilium’s 1.50% Convertible Senior Notes due 2018 (the “Notes”).

Pursuant to the Second Supplemental Indenture, the Notes are no longer convertible into shares of Auxilium common stock and instead are convertible into cash and ordinary shares of Endo (“Endo Shares”) based on the weighted average of the cash and Endo 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 Notes was previously entitled to receive upon conversion of Notes, such holder shall instead be entitled to receive \$9.88 in cash and 0.3430 Endo Shares.

In addition, pursuant to the Second Supplemental Indenture, Endo became a co-obligor of Auxilium’s obligations under the Notes and expressly agreed to assume, jointly and severally with Auxilium, liability for (a) the due and punctual payment of the principal of (and premium, if any, on) and interest, if any, on all of the Notes issued under the Indenture, (b) the due and punctual delivery of Endo Shares and/or cash upon conversion of the Notes upon the exercise by a holder of Notes of the conversion rights under the First Supplemental Indenture and (c) the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be performed by Auxilium.

The foregoing description of the Second Supplemental Indenture is not complete and is qualified in its entirety by reference to the Second Supplemental Indenture, which is filed as Exhibit 4.1 hereto and incorporated by reference herein.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On January 29, 2015, pursuant to the Amended and Restated Agreement and Plan of Merger, dated November 17, 2014 (the “Merger Agreement”), among Auxilium, Endo, Endo U.S. Inc., a Delaware corporation and indirect subsidiary of Endo (“HoldCo”), and Avalon Merger Sub Inc., a Delaware corporation and direct subsidiary of HoldCo (“Merger Sub”), Merger Sub merged with and into Auxilium, with Auxilium continuing as the surviving entity and as an indirect wholly owned subsidiary of Endo (the “Merger”).

Pursuant to the Merger Agreement, and upon the terms and subject to the conditions thereof, at the effective time of the Merger (the “Effective Time”), each share of Auxilium common stock (each, an “Auxilium Share”) issued and outstanding immediately prior to the Effective Time (other than (i) shares owned by Endo, Merger Sub or any other direct or indirect wholly owned subsidiary of Endo, and shares owned by Auxilium or any direct or indirect wholly owned subsidiary of Auxilium, and in each case not held on behalf of third parties, (ii) shares that were owned by stockholders who had perfected and not withdrawn a demand for appraisal rights pursuant to Section 262 of the General Corporation Laws of the State of Delaware and (iii) shares of restricted stock of Auxilium) was converted into the right to receive, at each Auxilium stockholder’s election, either (1) a combination of \$16.625 in cash and 0.2440 Endo Shares (the “Standard Election Consideration”), (2) \$33.25 in cash (the “Cash Election Consideration”) or (3) 0.4880 Endo Shares (the “Stock Election Consideration”). Auxilium stockholders who did not make an election are entitled to receive the Standard Election Consideration.

Of the 54,966,186 Auxilium Shares outstanding that were eligible to make an election, 52,154,714, or 94.9%, elected to receive the Stock Election Consideration, 249,408, or 0.4%, elected to receive the Cash Election Consideration, 110,448, or 0.2%, elected to receive the Standard Election Consideration, and the remaining 2,451,616, or 4.5%, did not make any election and thus received the Standard Election Consideration. The result of the elections led to an oversubscription of the Stock Election Consideration. In accordance with the proration method described in the Merger Agreement and proxy statement/prospectus provided to Auxilium stockholders, each Auxilium Share for which an election was made to receive the Stock Election Consideration will instead be entitled to receive approximately 0.3448 Endo Shares and \$9.75 in cash.

The foregoing description of the Merger Agreement is not complete and is qualified in its entirety by reference to the Merger Agreement, which is filed as Exhibit 2.1 hereto.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information provided in Item 1.01 above is incorporated herein by reference.

Item 8.01 Other Events.

On January 29, 2015, Endo issued a press release announcing the consummation of the Merger. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(a) *Financial Statements of Businesses Acquired.*

Endo intends to amend this Current Report on Form 8-K to include the pro forma financial information required under Item 9.01(a) within 71 calendar days from the filing of this Form 8-K.

(b) *Pro Forma Financial Information.*

Endo intends to amend this Current Report on Form 8-K to include the pro forma financial information required under Item 9.01(b) within 71 calendar days from the filing of this Form 8-K.

(d) *Exhibits.*

The following exhibits are filed as part of this Current Report on Form 8-K:

<u>Exhibit Number</u>	<u>Description</u>
2.1	Amended and Restated Agreement and Plan of Merger, dated as of November 17, 2014, among Auxilium Pharmaceuticals, Inc., Endo International plc, Endo U.S. Inc. and Avalon Merger Sub Inc. (incorporated by reference to Annex A of the prospectus on Form 424B3 (File No. 333-200301) filed by Endo International plc on December 24, 2014).
4.1	Second Supplemental Indenture, dated as of January 29, 2015, among Auxilium Pharmaceuticals, Inc., Endo International plc and Wells Fargo Bank, National Association, as trustee.
99.1	Press Release, dated January 29, 2015.

SIGNATURES

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

ENDO INTERNATIONAL PLC

Date: January 29, 2015

By: /s/ CAROLINE B. MANOGUE

Name: Caroline B. Manogue

Title: Executive Vice President, Chief Legal Officer

EXHIBIT INDEX

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AUXILIUM PHARMACEUTICALS, INC.,

ENDO INTERNATIONAL PLC

AND

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

Second Supplemental Indenture

Dated as of January 29, 2015

to Indenture

Dated as of January 30, 2013

1.50% Convertible Senior Notes due 2018

SECOND SUPPLEMENTAL INDENTURE dated as of January 29, 2015 (this "Supplemental Indenture"), among Auxilium Pharmaceuticals, Inc., a Delaware corporation (the "Company"), Endo International plc, a public limited company incorporated under the laws of Ireland ("Endo"), and Wells Fargo Bank, National Association, a national banking association, as trustee (the "Trustee"), supplementing the Indenture, dated as of January 30, 2013 (the "Base Indenture"), as supplemented by the First Supplemental Indenture, dated as of January 30, 2013 (the "First Supplemental Indenture," and together with the Base Indenture, the "Indenture"), between the Company and the Trustee.

WITNESSETH:

WHEREAS, the Company and the Trustee are parties to the Indenture, pursuant to which the Company issued its 1.50% Convertible Senior Notes due 2018 (each, a "Note" and, collectively, the "Notes");

WHEREAS, the Company entered into the Amended and Restated Agreement and Plan of Merger, dated as of November 17, 2014 (the "Merger Agreement"), by and among the Company, Endo, Endo U.S. Inc., a Delaware corporation and an indirect wholly owned subsidiary of Endo ("HoldCo"), and Avalon Merger Sub Inc., a Delaware corporation and a direct wholly owned subsidiary of HoldCo ("Merger Sub");

WHEREAS, pursuant to the Merger Agreement and subject to the terms and conditions therein, Merger Sub will merge with and into the Company (the "Merger") and the Company will continue as a direct wholly owned subsidiary of HoldCo and an indirect wholly owned subsidiary of Endo;

WHEREAS, pursuant to the Merger Agreement and subject to the terms and conditions therein, at the effective time of the Merger, each share of common stock, par value \$0.01 per share, of the Company (each a "Company Share" and, collectively, the "Company Shares") issued and outstanding immediately prior to the effective time of the Merger (other than Excluded Shares (as defined in the Merger Agreement)) will be converted into the right to receive: (1) for each Company Share for which a Standard Election (as defined in the Merger Agreement) has been made, \$16.625 in cash and 0.2440 ordinary shares of \$0.0001 each of Endo ("Endo Shares"), (2) for each Company Share for which a Cash Election (as defined in the Merger Agreement) has been made, \$33.25 in cash or (3) for each Company Share for which a Stock Election (as defined in the Merger Agreement) has been made, 0.4880 Endo shares, subject to proration pursuant to Section 2.1(g) of the Merger Agreement;

WHEREAS, as a result of the Merger, Section 9.07(a) of the First Supplemental Indenture provides that the Company shall execute a supplemental indenture with the Trustee providing that, at and after the effective time of the Merger, a Holder's right to convert a Note into cash and/or shares of Common Stock shall be changed into a right to convert such Note into cash and/or units of Reference Property;

WHEREAS, as a result of the Merger, Section 9.07(a) of the First Supplemental Indenture provides that the amount and kind of Reference Property into which the Notes will be convertible shall be the weighted average of the types and amounts of consideration received by the holders of Common Stock that affirmatively make a Standard Election, Cash Election or Stock Election (the "Weighted Average Merger Consideration");

WHEREAS, as a result of the elections affirmatively made by the holders of Common Stock in connection with the Merger, the Weighted Average Merger Consideration attributable to one share of Common Stock consists of (i) \$9.88 in cash and (ii) 0.3430 Endo Shares; and

WHEREAS, all conditions for the execution and delivery of this Supplemental Indenture have been complied with or have been done or performed.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed, for the equal proportionate benefit of all Holders of the Notes, as follows:

ARTICLE 1

DEFINITIONS

Section 1.01 *General*. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture.

ARTICLE 2

AGREEMENTS OF PARTIES

Section 2.01 *Conversion of Notes*. In accordance with Section 9.07(a) of the First Supplemental Indenture, from and after the date of this Supplemental Indenture, the right to convert each \$1,000 principal amount of Notes into cash and/or Common Stock is hereby changed, effective as of the date hereof, to a right to convert such \$1,000 principal amount of Notes into cash and/or units of Reference Property. As a result of the elections affirmatively made by the holders of Common Stock in connection with the Merger, a unit of Reference Property, calculated in accordance with Section 9.07 of the First Supplemental Indenture, is (i) \$0.3430 in cash and (ii) 9.88 Endo Shares; provided, however, that (A) the Company shall continue to have the right to determine the form of consideration to be paid or delivered, as the case may be, upon conversion of Notes in accordance with Section 9.02 of the First Supplemental Indenture and (B) (I) any amount payable in cash upon conversion of the Notes in accordance with Section 9.02 of the First Supplemental Indenture shall continue to be payable in cash, (II) any shares of Common Stock that the Company would have been required to deliver upon conversion of the Notes in accordance with Section 9.02 of the First Supplemental Indenture shall instead be deliverable in units of Reference Property and (III) the Daily VWAP shall be calculated based on the value of a unit of Reference Property (including the Endo Shares included therein). The provisions of the Indenture, as modified herein, including without limitation, (i) all references and provisions respecting the terms "Common Stock," "Conversion Price" and "Conversion Rate," and (ii) the provisions of Section 9.01(b) of the First Supplemental Indenture respecting when a Holder of Notes may surrender its Notes for conversion, shall continue to apply, *mutatis mutandis*, to the Holders' right to convert each Note into the Reference Property.

Section 2.02 *Adjustments to Conversion Rate*. As and to the extent required by Section 9.07(a) of the First Supplemental Indenture, the Conversion Rate shall be adjusted as a result of events occurring subsequent to the date hereof with respect to the Reference Property as nearly equivalent as possible to the adjustments provided for in Article 9 of the First Supplemental Indenture with respect to the Common Stock.

Section 2.03 *Assumption; Joint and Several Liability*. Endo, as co-obligor, hereby expressly assumes, jointly and severally with the Company, liability for (a) the due and punctual payment of the principal of (and premium, if any, on) and interest, if any (including Additional Interest, if any), on all of the Notes issued under the Indenture, (b) the due and punctual delivery of Endo Shares and/or cash upon conversion of the Notes upon the exercise by a Holder of the conversion privilege pursuant to Article 9 of the First Supplemental Indenture and (c) the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be performed by the Company, including without limitation with respect to the right of Holders to require the Company to purchase their Notes upon a Fundamental Change pursuant to Section 10.01 of the First Supplemental Indenture.

Section 2.04 *Obligations of the Company*. Notwithstanding the agreement of Endo to become liable for the due and punctual payment of the principal of (and premium, if any, on) and interest, if any (including Additional Interest, if any), on all the Notes issued under and subject to the Indenture and for the delivery of Endo Shares and/or cash upon conversion of the Notes pursuant to Article 9 of the First Supplemental Indenture, the Company remains the issuer of the Notes and fully liable for all of its obligations under the Indenture and has not been released from any liabilities or obligations thereunder except for the issuance of the Common Stock of the Company upon conversion of the Notes pursuant to Article 9 of the First Supplemental Indenture.

ARTICLE 3

MISCELLANEOUS PROVISIONS

Section 3.01 *Effectiveness; Construction*. This Supplemental Indenture shall become effective upon its execution and delivery by the Company, Endo and the Trustee and as of the date hereof. Upon such effectiveness, the Indenture shall be modified in accordance herewith. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby. The Indenture and this Supplemental Indenture shall henceforth be read and construed together.

Section 3.02 *Indenture Remains in Full Force and Effect*. Except as supplemented hereby, all provisions in the Indenture shall remain in full force and effect.

Section 3.03 *Trustee Matters*. The Trustee accepts the Indenture, as supplemented hereby, and agrees to perform the same upon the terms and conditions set forth therein, as

supplemented hereby. The Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided. The recitals contained in this Supplemental Indenture shall be taken as the statements of the Company and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

Section 3.04 *Foreign Accounting Tax Compliance Act Matters*. The Company hereby confirms to the Trustee that this Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Accounting Tax Compliance Act (“FATCA”) purposes. The Company shall give the Trustee prompt written notice of any material modification of the Notes deemed to occur for FATCA purposes. The Trustee shall assume that no material modification for FATCA purposes has occurred regarding the Notes, unless the Trustee receives written notice of such modification from the Company.

Section 3.05 *Effect of Headings*. The Article and Section headings herein have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

Section 3.06 *Successors and Assigns*. All the covenants, stipulations, promises and agreements of the Company and Endo in this Supplemental Indenture shall bind their respective successors and assigns whether so expressed or not.

Section 3.07 *Severability Clause*. If any provision in this Supplemental Indenture is deemed invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision set forth herein or of the Indenture as a whole.

Section 3.08 *Benefits of the Indenture*. Nothing in this Supplemental Indenture, express or implied, shall give to any Person, other than the Holders, the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under the Indenture, as supplemented hereby.

Section 3.09 *Governing Law; Jurisdiction*. This Supplemental Indenture shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to conflict of law principles that would result in the application of any law other than the laws of the State of New York.

Section 3.10 *Supplemental Indenture May Be Executed in Counterparts*. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

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

AUXILIUM PHARMACEUTICALS, INC.

By: /s/ Adrian Adams

Name: Adrian Adams

Title: CEO and President

ENDO INTERNATIONAL PLC

By: /s/ Orla Dunlea

Name: Orla Dunlea

Title: Company Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Trustee

By: /s/ Martin Reed

Name: Martin Reed

Title: Vice President

[Signature page to Second Supplemental Indenture]

**For Immediate Release**

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ENDO COMPLETES ACQUISITION OF AUXILIUM PHARMACEUTICALS

DUBLIN, January 29, 2015 – Endo International plc (NASDAQ: ENDP) (TSX: ENL) today announced it has completed the acquisition of Auxilium Pharmaceuticals, Inc. in a transaction valued at \$2.6 billion when announced on October 9, 2014. The closing of the transaction follows the approval of the acquisition by Auxilium’s shareholders on January 27, 2015, and the receipt of all required regulatory approvals.

The combined company will provide an expanded platform to accelerate the evolution and growth of Endo’s U.S. Branded Pharmaceuticals business. With the acquisition complete, Endo’s portfolio has a broader offering of urology and orthopedic products, including XIAFLEX®, TESTOPEL® and STENDRA®, which are natural complements to its men’s health and pain products.

“This strategic transaction enhances the organic growth of our branded pharmaceuticals business by adding a broad range of high quality products to our already robust portfolio and expanding our development pipeline,” said Rajiv De Silva, President and CEO of Endo. “We are excited to deliver on the promise of this combination by leveraging our resources to enhance the performance of XIAFLEX and optimize TESTOPEL and STENDRA. We continue to expect the transaction to be immediately accretive for shareholders and meaningfully accretive each year moving forward. We believe that Endo is now even better positioned to drive growth across our product portfolio and to capitalize on additional future strategic M&A opportunities to create value for shareholders, customers and employees.”

In accordance with the terms of the merger, Auxilium shareholders had the opportunity to elect one of three options with respect to transaction consideration: (i) 0.4880 Endo shares per Auxilium share (the “Stock Election Consideration”), (ii) \$33.25 in cash per Auxilium share (the “Cash Election Consideration”) or (iii) a standard election of \$16.625 in cash and 0.2440 Endo shares per Auxilium share (the “Standard Election Consideration”), subject to proration in the case of elections to receive the Cash Election Consideration or Stock Election Consideration.

Of the 54,966,186 shares outstanding that were eligible to make an election, 52,154,714, or 94.9%, elected to receive the Stock Election Consideration, 249,408, or 0.4%, elected to receive the Cash Election Consideration, 110,448, or 0.2%, elected to receive the Standard Election Consideration, and the remaining 2,451,616, or 4.5%, did not make any election and thus received the Standard Election Consideration. The result of the elections led to an oversubscription of the Stock Election Consideration. 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 will instead be entitled to receive approximately 0.3448 Endo shares and \$9.75 in cash.

Auxilium common stock will cease to be traded on the NASDAQ Global Market following the close of trading on January 29, 2015.

About Endo International plc

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

Cautionary Note Regarding Forward-Looking Statements

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

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