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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): December 18, 2013**

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**PERRIGO COMPANY PLC**

(Exact name of registrant as specified in its charter)

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**Ireland**  
(State of other Jurisdiction  
of Incorporation)

**333-190859**  
(Commission  
File Number)

**Not Applicable**  
(IRS Employer  
Identification No.)

**Treasury Building, Lower Grand Canal Street, Dublin 2, Ireland**  
(Address of principal executive offices)

**Registrant's telephone number, including area code: +353 1 6040031**

**33 Sir John Rogerson's Quay, Dublin 2, Ireland**  
(Former name or address, if changed since last report)

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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.**

***Financing Matters***

As previously announced, on November 8, 2013, Perrigo Company Limited (the “Issuer”), issued \$500,000,000 aggregate principal amount of its 1.30% Senior Notes due 2016 (the “2016 Notes”), \$600,000,000 aggregate principal amount of its 2.30% Senior Notes due 2018 (the “2018 Notes”), \$800,000,000 aggregate principal amount of its 4.00% Senior Notes due 2023 (the “2023 Notes”) and \$400,000,000 aggregate principal amount of its 5.30% Senior Notes due 2043 (the “2043 Notes” and, together with the 2016 Notes, the 2018 Notes and the 2023 Notes, the “Notes”) pursuant to an indenture, dated as of November 8, 2013, among the Issuer, the guarantors party thereto and Wells Fargo Bank, N.A., as trustee (the “Indenture”), governing the Notes. In connection with the Transactions referred to below in Item 2.01, effective December 18, 2013, Perrigo Company, an indirectly wholly-owned subsidiary of the Issuer, and certain of its subsidiaries executed supplemental indentures and became guarantors of the Notes.

***Registration Rights Agreement***

Effective December 18, 2013, Perrigo Company and certain of its subsidiaries that became guarantors of the Notes, executed joinder agreements and became party to the previously disclosed registration rights agreement with respect to the Notes.

***Indemnification Agreements***

Effective December 18, 2013, Perrigo Company plc (“New Perrigo”) entered into indemnity agreements with certain directors (the “New Perrigo Director Indemnity Agreements”) and officers (the “New Perrigo Officer Indemnity Agreements”) of New Perrigo. The New Perrigo Director Indemnity Agreements and the New Perrigo Officer Indemnity Agreements provide indemnification to such directors and officers to the fullest extent permitted by the laws of Ireland.

Effective December 18, 2013, Perrigo Company (“Perrigo”), an indirectly wholly-owned subsidiary of New Perrigo, entered into indemnification agreements (the “Perrigo Company Indemnity Agreements”) with certain directors and executive officers of New Perrigo. The Perrigo Company Indemnification Agreements provide indemnification to such directors and officers to the fullest extent permitted by the Michigan Business Corporation Act.

The foregoing descriptions of the New Perrigo Director Indemnity Agreements, the New Perrigo Officer Indemnity Agreements and the Perrigo Company Indemnity Agreements are general descriptions only and are qualified in their entirety by reference to the forms of the New Perrigo Director Indemnity Agreement, the New Perrigo Officer Indemnity Agreement and Perrigo Company Indemnity Agreement, respectively, which are filed as Exhibits 10.1, 10.2 and 10.3 hereto, respectively, and incorporated herein by reference.

**Item 1.02. Termination of a Material Definitive Agreement.**

In connection with the Transactions referred to below in Item 2.01, the Issuer terminated its Credit Agreement (the “2011 Credit Agreement”), dated as of October 26, 2011 among the Issuer, as borrower, the financial institutions listed therein and JPMorgan Chase Bank, N.A., as administrative agent, in its entirety effective December 18, 2013.

**Item 2.01. Completion of Acquisition or Disposition of Assets.**

On December 18, 2013, pursuant to the Transaction Agreement, dated July 28, 2013 (the “Transaction Agreement”), between Perrigo Company (“Perrigo”), Elan Corporation, plc (“Elan”), Leopard Company (“MergerSub”), Habsont Limited and New Perrigo, (a) New Perrigo acquired Elan (the “Acquisition”) pursuant to a scheme of arrangement under Section 201, and a capital reduction under Sections 72 and 74, of the Irish Companies Act of 1963 (the “Scheme”) and (b) MergerSub merged with and into Perrigo, with Perrigo as the surviving corporation in the merger (the “Merger” and, together with the Acquisition, the “Transactions”). Following the consummation of the Transactions, each of Perrigo and Elan became wholly owned subsidiaries of New Perrigo.

Pursuant to the terms of the Transaction Agreement, each Elan ordinary share (“Elan Ordinary Shares”) and each Elan American Depositary Share (“Elan ADSs” and, together with the Elan Ordinary Shares, the “Elan Shares”) was converted into the right to receive \$6.25 in cash and 0.07636 of a New Perrigo ordinary share (the “New Perrigo Ordinary Shares”), and each of Perrigo’s common shares (the “Perrigo Common Shares”) was converted into the right to receive \$0.01 in cash and one New Perrigo Ordinary Share.

The issuance of New Perrigo Ordinary Shares in connection with the Transactions was registered under the Securities Act of 1933, as amended (the “Securities Act”), pursuant to New Perrigo’s registration statement on Form S-4 (File No. 333-190859) (the “Registration Statement”) filed with the SEC and declared effective on October 9, 2013. The definitive joint proxy statement/prospectus of Perrigo and Elan, dated October 15, 2013, that forms a part of the Registration Statement contains additional information about the Transactions and the other transactions contemplated by the Transaction Agreement, including a description of the treatment of equity awards and information concerning the interests of directors, executive officers and affiliates of Perrigo and Elan in the Transactions.

Pursuant to Rule 12g-3(c) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), New Perrigo is the successor issuer to Perrigo and to Elan. New Perrigo’s Ordinary Shares are deemed to be registered under Section 12(b) of the Exchange Act, and New Perrigo is subject to the informational requirements of the Exchange Act, and the rules and regulations promulgated thereunder. New Perrigo hereby reports this succession in accordance with Rule 12g-3(f) under the Exchange Act. New Perrigo’s Ordinary Shares were approved for listing on the New York Stock Exchange (“NYSE”) and the Tel Aviv Stock Exchange (“TASE”) and will trade under the symbol “PRGO.”

Prior to the Transactions, Perrigo’s Common Shares were registered pursuant to Section 12(b) of the Exchange Act and listed on the NYSE and the TASE. The Elan ADSs were registered pursuant to Section 12(b) of the Exchange Act and listed on the NYSE. The Elan Ordinary Shares were listed on Irish Stock Exchange (the “ISE”). The Perrigo Common Shares were suspended from trading (i) on the NYSE as of close of business (Eastern Standard Time) on December 18, 2013 and (ii) on the TASE as of close of business (local time) on December 19, 2013. The Elan ADS were suspended from trading on the NYSE as of close of business (Eastern Standard Time) on December 18, 2013, and the Elan Ordinary Shares were suspended from trading on the ISE as of close of business (local time) on December 17, 2013. Each of Perrigo and Elan expects to file a Form 15 with the SEC to terminate the registration under the Exchange Act of the Perrigo Common Shares and the Elan ADSs, respectively.

The foregoing description of the Transaction Agreement and the Transactions does not purport to be complete and is qualified in its entirety by reference to the full text of the Transaction Agreement filed as Exhibit 2.1 to Perrigo’s current report filed on Form 8-K dated as of July 29, 2013, and incorporated herein by reference.

**Item 3.03. Material Modification to Rights of Security Holders.**

In connection with the Transactions, on December 18, 2013, each Perrigo Common Share was cancelled and automatically converted into the right to receive \$0.01 in cash and one New Perrigo Ordinary Share. The information set forth in Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

**Item 5.01. Changes in Control of Registrant.**

The information set forth in Item 2.01 is incorporated by reference into this Item 5.01.

**Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

On December 18, 2013, in connection with the consummation of the Transactions, New Perrigo amended and restated its memorandum and articles of association. The amended and restated Memorandum and articles of association of New Perrigo were included as Exhibit 4.2 to New Perrigo’s Registration Statement on Form S-8 filed with the SEC on December 19, 2013 and are incorporated herein by reference.

**Item 7.01. Regulation FD Disclosure.**

New Perrigo’s news release announcing the completion of the Acquisition is furnished as Exhibit 99.1 to this Form 8-K.

The information in the news release shall not be deemed “filed” for purposes of Section 18 of the Exchange Act, or incorporated by reference in any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

**Item 9.01. Financial Statements and Exhibits.**

(a) Financial Statements of Business Acquired

To be filed by amendment not later than 71 calendar days after the date this Current Report is required to be filed.

(b) Pro Forma Financial Information

To be filed by amendment not later than 71 calendar days after the date this Current Report is required to be filed.

(d) List of Exhibits

<b>Exhibit Number</b>	<b>Description</b>
2.1	Transaction Agreement, dated as of July 28, 2013, between Perrigo Company, Elan Corporation plc, Leopard Company, Habsont Limited and Perrigo Company plc (incorporated by reference to Exhibit 2.1 of Perrigo Company's July 29, 2013 Current Report on Form 8-K).
3.1	Certificate of Incorporation of Perrigo Company plc (formerly known as Perrigo Company Limited) (incorporated by reference to Exhibit 4.1 of Perrigo Company plc's Registration Statement on Form S-8 filed December 19, 2013).
3.2	Amended and Restated Memorandum and Articles of Association of Perrigo Company plc (formerly known as Perrigo Company Limited) (incorporated by reference to Exhibit 4.2 of Perrigo Company plc's Registration Statement on Form S-8 filed December 19, 2013).
4.1	First Supplemental Indenture, dated December 18, 2013 to the Indenture dated as of November 8, 2013, among the Issuer, the guarantors named therein and Wells Fargo Bank, N.A., as Trustee.
10.1	Form of New Perrigo Director Indemnity Agreement.
10.2	Form of New Perrigo Officer Indemnity Agreement.
10.3	Form of Perrigo Company Indemnity Agreement.
99.1	Press Release issued by Perrigo Company plc and Elan Corporation, plc. on December 18, 2013.

**FORWARD-LOOKING STATEMENTS**

This communication may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 concerning Perrigo, New Perrigo, Elan, the acquisition and other transactions contemplated by the Transaction Agreement, acquisition financing, Perrigo's, New Perrigo's or Elan's long-term credit rating and revenues and operating earnings. These statements or disclosures may discuss goals, intentions and expectations as to future trends, plans, events, results of operations or financial condition, or state other information relating to Perrigo, New Perrigo or Elan, based on current beliefs of management as well as assumptions made by, and information currently available to, management. It is important to note that Perrigo's, New Perrigo's and Elan's goals and expectations are not predictions of actual performance. Perrigo's, New Perrigo's or Elan's performance, at times, will differ from its goals and expectations. Forward-looking statements generally will be accompanied by words such as "anticipate," "believe," "plan," "could," "estimate," "expect," "forecast," "guidance," "intend," "may," "possible," "potential," "predict," "project" or other similar words, phrases or expressions. These forward-looking statements are subject to various risks and uncertainties, many of which are outside of our control. Therefore, you should not place undue reliance on such statements. Factors that could cause actual results to differ materially from those in the forward-looking statements include, among others, the inherent uncertainty associated with financial projections; successful integration of the Elan acquisition and the ability to recognize the anticipated synergies and benefits of the Elan acquisition; the difficulty of

predicting the timing and outcome of pending or future litigation and government investigations and risks that an adverse outcome in such litigation or investigations could render Perrigo, New Perrigo or Elan liable for substantial damages or penalties; risks that resolution of patent infringement litigation through settlement could result in investigations or actions by private parties or government authorities or agencies; the impact of competitive products and pricing; risks related to fluctuations in foreign currency exchange rates; periodic dependence on a small number of products for a material source of net revenue or income; variability of trade buying patterns; changes in generally accepted accounting principles; risks that the carrying values of assets may be negatively impacted by future events and circumstances; the timing and success of product launches; the difficulty of predicting the timing or outcome of product development efforts and regulatory agency approvals or actions, if any; risks and uncertainties normally incident to the pharmaceutical industry, including product liability claims and the availability of product liability insurance on reasonable terms; market acceptance of and continued demand for Perrigo's, New Perrigo's or Elan's products; difficulties or delays in manufacturing; the availability and pricing of third party sourced products and materials; successful compliance with governmental regulations applicable to Perrigo's, New Perrigo's or Elan's facilities, products and/or businesses; changes in the laws and regulations, including Medicare, Medicaid, and similar laws in foreign countries affecting, among other things, pricing and reimbursement of pharmaceutical products and the settlement of patent litigation. The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and such other risks and uncertainties detailed in New Perrigo's public filings with the Securities and Exchange Commission, including but not limited to Perrigo Company plc's Registration Statement on Form S-4, as amended, and Quarterly Report on Form 10-Q for the period ended September 28, 2013, Perrigo's periodic public filings with the Securities and Exchange Commission, including but not limited to Perrigo Company's Annual Report on Form 10-K for the year ended June 29, 2013, as amended, and Quarterly Report on Form 10-Q for the period ended September 28, 2013, and Elan's periodic public filings with the Securities and Exchange Commission, including but not limited to Elan Corporation, plc's Annual Report on Form 20-F for the year ended December 31, 2012. Except as expressly required by law, New Perrigo disclaims any intent or obligation to update these forward-looking statements.

**SIGNATURES**

Pursuant to the requirement 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.

PERRIGO COMPANY PLC  
(Registrant)

Dated: December 19, 2013

By: /s/ Todd W. Kingma  
Todd W. Kingma  
Executive Vice President, General Counsel and  
Company Secretary

## Index of Exhibits

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**FIRST SUPPLEMENTAL INDENTURE**

First Supplemental Indenture, dated as of December 18, 2013, (this “First Supplemental Indenture”) among Perrigo Company plc, an Irish public limited company (the “Company”), Habsont Limited, a private limited company organized and existing under the laws of Ireland, Leopard Company, a Delaware Corporation (Habsont Limited and Leopard Company, the “Initial Guarantors”), Perrigo Company, L. Perrigo Company, PBM Nutritionals, LLC, PBM Products, LLC, PBM International Holdings, LLC, PBM Foods, LLC, PBM China Holdings, LLC, Paddock Laboratories, LLC, Perrigo New York, Inc., Sergeant’s Pet Care Products, Inc., Velcera, Inc., FidoPharmBrands, LLC, FidoPharm, Inc., Meridian Animal Health, LLC, Perrigo Company of South Carolina, Inc., Perrigo International, Inc., Perrigo API USA, Inc. (f/k/a ChemAgis USA, Inc.), Perrigo Diabetes Care, LLC, Perrigo Pharmaceuticals Company, Perrigo Florida, Inc., SPC Trademarks, LLC, Pet Logic, L.L.C., LoradoChem, Inc., Perrigo Sourcing Solutions, Inc., Perrigo Sales Corporation, Perrigo Research & Development Company, P2C, Inc., Perrigo Company of Tennessee Inc., Cobrek Pharmaceuticals, Inc., PBM Holdings LLC and PBM Canada Holdings, LLC (the “Perrigo Guarantors”) and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

## W I T N E S S E T H

WHEREAS, the Company, the Guarantors (as defined in the Indenture) and the Trustee are parties to an indenture (the “Indenture”), dated as of November 8, 2013, as supplemented from time to time, providing for the issuance by the Company of \$500,000,000 aggregate principal amount of 1.30% Senior Notes due 2016 (the “2016 Notes”), \$600,000,000 aggregate principal amount of 2.30% Senior Notes due 2018 (the “2018 Notes”), \$800,000,000 aggregate principal amount of 4.00% Senior Notes due 2023 (the “2023 Notes”) and \$400,000,000 aggregate principal amount of 5.30% Senior Notes due 2043 (the “2043 Notes” and, together with the 2016 Notes, the 2018 Notes and the 2023 Notes, the “Notes”);

WHEREAS, Section 1014 of the Indenture provides that under certain circumstances, a Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which such Subsidiary shall irrevocably and unconditionally guarantee all of the Company’s obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the “New Guarantee”); and

WHEREAS, pursuant to Section 903 of the Indenture, the Trustee is authorized to execute and deliver this First Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties 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 be Bound. Each Perrigo Guarantor hereby becomes a party to the Indenture as a Guarantor and as such will have all of the rights and be subject to all of the obligations and agreements of a Guarantor under the Indenture.

(3) Guarantee. Each Perrigo Guarantor agrees, on a joint and several basis with all existing Guarantors, to fully, unconditionally and irrevocably Guarantee to each Holder of the Notes and the Trustee the obligations of the Company pursuant to and as set forth in Article Seventeen of the Indenture.

(4) Release of Guarantee.

(a) The Guarantee of each Perrigo Guarantor shall be automatically and unconditionally released and discharged upon:

(i) the consummation of any transaction permitted under the Indenture (including a sale, transfer, disposition or distribution of such Guarantor to a Person that is not the Company or one of its Subsidiaries) resulting in such Guarantor ceasing to be a Subsidiary;

(ii) upon the merger or consolidation of any Guarantor with and into the Company or upon the liquidation of such Guarantor following the transfer of all of its assets to the Company;

(iii) the release or discharge of the guarantee by such Guarantor of all outstanding indebtedness under the Permanent Credit Facilities; or

(iv) the exercise by the Company of its legal defeasance option or covenant defeasance option pursuant to Article Fourteen of the Indenture or the discharge of the Company's obligations under the Indenture in accordance with the terms of the Indenture; and

(b) such Guarantor delivering to the Trustee an Officers' Certificate of such Guarantor or the Company and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to such transaction or release and discharge have been complied with.

(5) Severability. In case any provision of this New Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(6) Benefits. Acknowledged. Each of the Perrigo Guarantors acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and that its guarantee and waivers (to the extent permitted by applicable law) pursuant to the New Guarantee are knowingly made in contemplation of such benefits.

(7) No Recourse Against Others. No director, officer, employee, incorporator or stockholder of a Perrigo Guarantor shall have any liability for any obligations of the Company or the Guarantors (including a Perrigo Guarantor) under the Notes, any Guarantees, the Indenture

or this First Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

(8) Trustee Disclaimer. The recitals contained in this First Supplemental Indenture shall be taken as the statements of the Company and the Perrigo Guarantors and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this First Supplemental Indenture. All rights, protections, privileges, indemnities and benefits granted or afforded to the Trustee under the Indenture shall be deemed incorporated herein by this reference and shall be deemed applicable to all actions taken, suffered or omitted by the Trustee under this First Supplemental Indenture.

(9) Counterparts. This First Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterparty may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto. The exchange of copies of this First Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this First Supplemental Indenture as to the parties hereto and may be used in lieu of the original First 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.

(10) Headings. The headings of the sections in this First Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

[Signature Pages Follow]

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

PERRIGO COMPANY PLC

By: /s/ Judy L. Brown

Name: Judy L. Brown

Title: Director

*[Signature Page to First Supplemental Indenture]*

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

Perrigo Company

By: /s/ Judy L. Brown

Name: Judy L. Brown

Title: Chief Financial Officer

*[Signature Page to First Supplemental Indenture]*

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

Perrigo API USA, Inc.

By: /s/ Ronald L. Winowiecki

Name: Ronald L. Winowiecki

Title: Treasurer

*[Signature Page to First Supplemental Indenture]*

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

L. Perrigo Company  
Perrigo Pharmaceuticals Company  
Perrigo Company of South Carolina, Inc.  
Perrigo International, Inc.  
Sergeant's Pet Care Products, Inc.  
Perrigo New York, Inc.  
Velcera, Inc.  
FidoPharm, Inc.  
PBM Products, LLC  
PBM International Holdings, LLC  
PBM Foods, LLC  
PBM Nutritionals, LLC  
Paddock Laboratories, LLC  
PBM China Holdings, LLC  
FidoPharmBrands, LLC  
Perrigo Diabetes Care, LLC  
Meridian Animal Health, LLC  
Perrigo Florida, Inc.  
SPC Trademarks, LLC  
Pet Logic, L.L.C  
LoradoChem, Inc.  
Perrigo Sales Corporation  
Perrigo Sourcing Solutions, Inc.  
Perrigo Research & Development Company  
P2C, Inc.  
Perrigo Company of Tennessee Inc.  
Cobrek Pharmaceuticals, Inc.  
PBM Holdings, LLC  
PBM Canada Holdings, LLC

By: /s/ Judy L. Brown

Name: Judy L. Brown

Title: Executive Vice President

*[Signature Page to First Supplemental Indenture]*

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

Wells Fargo Bank, National Association, as Trustee

By: /s/ Gregory S. Clarke

Name: Gregory S. Clarke

Title: Vice President

*[Signature Page to First Supplemental Indenture]*

## INDEMNITY AGREEMENT

This Indemnity Agreement (this “Agreement”) is made as of [Date], by and between Perrigo Company plc, an Irish public limited company (the “Company”), having its registered office at 33 Sir John Rogerson’s Quay, Dublin 2, and [Name] (“Indemnitee”), whose address is [Address].

WHEREAS, the Company desires to ensure that the Company retains and attracts as directors and officers the most capable persons available;

WHEREAS, the substantial increase in corporate litigation, as evidenced by present trends, subjects directors and officers to expensive litigation risks;

WHEREAS, the Company has requested that Indemnitee serve the Company as a director and/or officer, as applicable; and

WHEREAS, Indemnitee desires to be indemnified by the Company and has agreed to become a director and/or officer, as applicable, of the Company in reliance on the Company’s promise to provide indemnification as and to the extent set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) “Agreement” has the meaning set forth in the Preamble hereto.

(b) “Alternative Source” has the meaning set forth in Section 9(a) hereof.

(c) “Change in Control” means a change in control of the Company after the date of this Agreement of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Securities Exchange Act, if the Company were subject to such reporting requirement; provided, however, that, without limitation, such a Change in Control shall be deemed to have occurred if after the date of this Agreement (i) any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act) is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act), directly or indirectly, of securities of the Company representing 20 percent or more of the combined voting power of the Company’s then outstanding securities without the prior approval of at least eighty percent (80%) of the members of the Company Board in office immediately prior to such person attaining such percentage interest; (ii) the Company is a party to a merger, consolidation, sale of assets or other reorganization, or a proxy contest, as a consequence of which members of the Company Board in office immediately prior to such transaction



or event constitute less than a majority of the Company Board thereafter; or (iii) during any period of two consecutive years, individuals who at the beginning of such period constituted the Company Board (including for this purpose any new director whose election or nomination for election by the Company's shareholders was approved by a vote of at least eighty percent (80%) of the directors then still in office who were directors at the beginning of such period) cease for any reason to constitute at least a majority of the Company Board.

(d) "Companies Acts" means the Companies Acts, 1963 to 2012.

(e) "Company" has the meaning set forth in the Preamble hereto.

(f) "Company Board" means the board of directors of the Company.

(g) "Corporate Position" means a director, officer, employee, agent and/or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, domestic or foreign, in the capacity of which such person is or was serving at the request of the Company. For the avoidance of doubt, Indemnitee may serve in any one or more of such positions.

(h) "Disinterested Director" means a director of the Company who is not and was not a party to or threatened to be made a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(i) "D&O Policy" has the meaning set forth in Section 7(b) hereof.

(j) "Expenses" shall mean all costs, expenses, and obligations paid or incurred in connection with investigating, litigating, being a witness in, defending or participating in, or preparing to litigate, defend, be a witness in or participate in any matter that is the subject of a Proceeding, including attorneys' and accountants' fees and court costs.

(k) "Indemnitee" has the meaning set forth in the Preamble hereto.

(l) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of company law and neither presently is, nor in the past five years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party, or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(m) "Independent Director" means a director of the Company who has no executive function with the Company.

(n) “Proceeding” shall mean any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation, whether brought by or in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, in which Indemnatee may be or may have been involved as a party or otherwise by reason of the fact that Indemnatee held or holds a Corporate Position, or by reason of any action taken by Indemnatee or any inaction on Indemnatee’s part while acting in a Corporate Position, or by reason of the fact that Indemnatee is or was serving at the request of the Company in a Corporate Position.

(o) “Securities Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time.

Section 2. Agreement to Serve. Indemnatee agrees to serve in a Corporate Position for so long as Indemnatee is duly elected or appointed or until Indemnatee’s death, permanent disability or written resignation from his or her Corporate Position.

### Section 3. Indemnification.

(a) In consideration of Indemnatee agreeing to act and continue to act as director and/or officer, as applicable, of the Company, in addition to and without prejudice to any other right of indemnity in favour of Indemnatee from time to time, the Company hereby irrevocably and unconditionally agrees and undertakes with Indemnatee subject to Section 200 of the Companies Act 1963 upon first demand to indemnify and keep Indemnatee indemnified and held harmless from and against, and to assume all liability for, any and all proceedings (including, without limitation, claims, demands and actions), liability, damage, loss, charge, detriment, cost, Expenses, judgments or fines suffered, incurred or sustained by Indemnatee arising directly or indirectly out of or in connection with his acting as a director and/or officer, as applicable, of the Company otherwise than by reason of the dishonesty, fraud, breach of fiduciary duty, negligence or wilful misconduct of Indemnatee. For the avoidance of doubt, the foregoing indemnity shall extend to any liability incurred by Indemnatee in defending proceedings, whether civil or criminal, in which judgement is given in his favour in which he is acquitted, in connection with any application under Section 391 of the Companies Act 1963 or Section 42 of the Companies (Amendment) Act 1983 in which relief is granted to him by the court.

(b) Notwithstanding subsection (a) above, no indemnification shall be made under subsection (a) unless otherwise determined or directed by the court in which such proceeding was brought:

(i) with respect to remuneration paid to Indemnatee if it shall be determined by a final judgment or other final adjudication that such remuneration was in violation of law;

(ii) on account of any suit in which a final judgment or other final adjudication is rendered against Indemnitee for an accounting of profits made from the purchase or sale by Indemnitee of securities of the Company pursuant to the provisions of Section 16(b) of the Securities Exchange Act and amendments thereto or similar provisions of any federal, state or local law;

(iii) on account of Indemnitee's conduct which by a final judgment or other final adjudication is determined to have been in bad faith and in opposition to the best interests of the Company or to have produced an unlawful personal benefit; or

(iv) with respect to a criminal proceeding if Indemnitee knew or reasonably should have known that Indemnitee's conduct was illegal.

(c) The indemnification contemplated by this Agreement shall be to the fullest extent now or hereafter allowed by applicable law (whether statutory or common law) as presently or hereafter enacted or interpreted. In this connection, if a change in the Companies Acts or in the statutory laws of any other country or state under which the Company, or its successor, is hereafter incorporated or the corporate offices of the Company or its successor are hereafter located or relocated permits greater or lesser indemnification, either by agreement or otherwise, than currently provided by the Companies Act or this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change or prior to such change, as the case may be.

(d) Notwithstanding anything to the contrary in this Agreement, all rights to indemnification and the payment of Expenses in this Agreement shall only have effect insofar as they are not contrary to or in violation of the laws of Ireland, including section 200 of the Companies Act 1963 (as amended) and the Company shall not be obligated pursuant to this Agreement to indemnify Indemnitee in circumstances where Indemnitee is a defendant or a respondent in a Proceeding and (i) Indemnitee is not acquitted or judgment is not given in Indemnitee's favour and (ii) the court does not grant relief to Indemnitee in connection with any application under Section 391 of the Companies Act, 1963 or Section 42 of the Companies (Amendment) Act, 1983.

#### Section 4. Procedure for Determination of Entitlement to Indemnification.

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine pursuant to subsection (b) below whether and to what extent Indemnitee is entitled to indemnification.

(b) Upon written request by Indemnitee for indemnification pursuant to subsection (a) above, a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto, shall be made in each specific case as follows:

(i) if a Change in Control shall have occurred, the determination shall be made by Independent Counsel who shall be selected in the manner provided in Section 4(c)(ii) below. In the alternative and at Indemnitee's sole option, Indemnitee shall have the right to direct that such determination be made in the manner provided in the following subparagraph (ii) of this subsection (b); and

(ii) if a Change in Control shall not have occurred or if otherwise directed by Indemnitee pursuant to subsection (b)(i) above, the determination shall be made by the Company Board by a majority vote of a quorum of the Company Board consisting of Disinterested Directors; provided, however, that if a quorum of the Company Board consisting solely of Disinterested Directors is not obtainable then, at the option of the Company Board in its discretion, by a majority vote of a quorum of all of the members of the Company Board (whether or not disinterested), such determination shall be made by (A) majority vote of a committee of two or more Disinterested Directors appointed by the Company Board, or (B) all Independent Directors, or (C) Independent Counsel, or (D) the shareholders of the Company.

If it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within thirty (30) days after such determination. A determination by the Independent Directors or Independent Counsel shall be expressed in a written opinion to the Company Board, a copy of which shall be delivered to Indemnitee.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel, the Independent Counsel shall be selected as follows:

(i) if a Change in Control shall not have occurred, the Independent Counsel shall be selected by the board of directors of the Company, or

(ii) if a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee.

The party selecting Independent Counsel shall advise the other party in writing of the identity of the Independent Counsel so selected. The Company shall pay any and all fees and expenses incurred by such Independent Counsel and otherwise incident to the procedures of this Section 4, regardless of the manner in which such Independent Counsel was selected or appointed.

Section 5. Presumptions and Effect of Certain Proceedings.

(a) If a Change in Control shall have occurred, the person or persons making a determination with respect to entitlement to indemnification shall presume that Indemnitee is entitled to indemnification under this Agreement, and the Company shall have the burden of proof to overcome that presumption.

(b) If the person or persons empowered or selected to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after being selected or empowered to do so (or within ninety (90) days thereafter, if such determination is to be made by the stockholders), the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification, unless such indemnification is specifically prohibited under applicable law.

Section 6. Remedies of Indemnitee.

(a) Indemnitee shall be entitled to an adjudication of his or her right to indemnification, at his or her sole option, (i) by any court of competent jurisdiction in Ireland, or (ii) by a single arbitrator in an arbitration conducted pursuant to the rules of the American Arbitration Association, if:

(i) a determination has been made pursuant to Section 4 that Indemnitee is not entitled to indemnification;

(ii) the determination of Indemnitee's entitlement to indemnification is not timely made pursuant to Section 4;

(iii) payment of indemnification to which Indemnitee is entitled under Section 8 below is not timely made or payment is not timely made after a determination has been made that Indemnitee is entitled to indemnification.

The Company shall not oppose Indemnitee's right to seek any such adjudication, whether in a court or in arbitration.

(b) If a determination shall have been made that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 6 shall be conducted in all respects, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. If a Change in Control shall have occurred, then, in any judicial proceeding or arbitration commenced pursuant to this Section 6, the Company shall have the burden of proving that Indemnitee is not entitled to indemnification.

(c) If a determination shall have been made that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 6, unless such indemnification is prohibited under applicable law.

(d) The Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 6 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

(e) If Indemnitee, pursuant to this Section 6, seeks a judicial adjudication of or an award in arbitration to enforce his or her rights under, or to recover damages for breach of, this Agreement, Indemnitee shall be entitled to recover from the Company, and shall be indemnified by the Company against, any and all expenses (of the types described in the definition of Expenses) actually and reasonably incurred by him in such judicial adjudication or arbitration, but only if he prevails therein. If it shall be determined in the judicial adjudication or arbitration that Indemnitee is entitled to receive part but not all of the indemnification or advancement of Expenses sought, the expenses incurred by Indemnitee in connection with such judicial adjudication or arbitration shall be appropriately prorated between the Company and Indemnitee.

#### Section 7. Insurance; Subrogation.

(a) The Company may purchase and maintain insurance on behalf of Indemnitee who is or was or has agreed to serve at the request of the Company as a director or officer of the Company against any liability asserted against, and incurred by, Indemnitee or on Indemnitee's behalf in any such capacity, or arising out of Indemnitee's status as such, whether or not the Company would have the power to indemnify Indemnitee against such liability under the provisions of this Agreement.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for persons holding Corporate Positions (the "D & O Policy"), Indemnitee shall be covered by the D & O Policy or Policies in accordance with its or their terms to the maximum extent of the coverage available for any person who holds a Corporate Position.

(c) If the Company makes any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

Section 8. Partial Indemnification; Successful Defense. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses actually and reasonably incurred by Indemnitee but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of such Expenses to which Indemnitee is entitled.

Section 9. No Duplication of Payments.

(a) The Company shall not be liable under this Agreement to make any payment to Indemnitee in respect of any Expenses, judgments and fines or any other amounts paid to or incurred by Indemnitee to the extent Indemnitee has otherwise received payment, including, without limitation, under any insurance policy, the Company's Memorandum or Articles of Association, the organisational documents of any of the Company's subsidiaries or any agreement between Indemnitee and any of the Company's subsidiaries (each, an "Alternative Source"), for such Expenses, judgments and fines or amounts that are otherwise indemnifiable by the Company hereunder. In the event that Indemnitee receives from the Company and an Alternative Source a duplicate payment in respect of the same Expenses, judgments and fines or any other amounts incurred by Indemnitee, Indemnitee shall promptly reimburse the Company in the amount of such duplicate payment.

Section 10. Indemnification Hereunder not Exclusive. The indemnification provided by this Agreement shall be in addition to any other rights to which Indemnitee may be entitled under any insurance policy, the Memorandum and Articles of Association of the Company, any agreement with a subsidiary of the Company, any other agreement, any vote of the shareholders of the Company, or the Company Board, the Companies Acts as amended from time to time, or otherwise, both as to actions in Indemnitee's official capacity and as to actions in another capacity while holding such office.

Section 11. Severability. If this Agreement or any portion hereof (including any provision within a single section, subsection or sentence) shall be held to be invalid, void or otherwise unenforceable on any ground by any court of competent jurisdiction, the Company shall nevertheless indemnify Indemnitee as to any Expenses with respect to any Proceeding to the full extent permitted by law or any applicable portion of this Agreement that shall not have been invalidated, declared void or otherwise held to be unenforceable.

Section 12. Notice. Indemnitee shall, as a condition precedent to Indemnitee's right to be indemnified under this Agreement, give to the Company notice in writing as soon as practicable of any claim for which indemnity will or could be sought under this Agreement. Notice to the Company shall be directed to the Company's U.S. corporate offices at 515 Eastern Avenue, Allegan, Michigan 49010, Attention: Secretary (or to such other individual or address as the Company shall designate in writing to Indemnitee). Notice shall be deemed received three (3) days after the date postmarked if sent by prepaid mail properly addressed. In addition, Indemnitee shall give the Company such information and cooperation as it may reasonably require and as shall be within Indemnitee's power to give.

Section 13. Continuation of Indemnification. The indemnification rights provided to Indemnitee under this Agreement, including the right provided under Sections 3 and above, shall continue after Indemnitee has ceased to hold a Corporate Position.

Section 14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company, and its successors and assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company, and of Indemnitee and the spouse, heirs, assigns and personal and legal representatives of Indemnitee.

Section 15. Applicable Law.

(a) This Agreement shall be governed by and construed in accordance with the laws of Ireland applicable to contracts made and to be performed in such state without giving effects to the principles of conflicts of laws.

(b) In this Agreement any reference to any statute shall be construed as a reference to that statute as extended, modified, replaced or re-enacted from time to time (whether before or after the date hereof) and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date hereof).

Section 16. Period of Limitations. No legal action shall be brought and no cause of action shall be asserted by or on behalf of the Company or any affiliate of the Company against Indemnitee, Indemnitee's spouse, heirs, assigns or personal or legal representatives after the expiration of two (2) years from the date of accrual of such cause of action, and any claim or cause of action of the Company or its affiliate shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such two (2) year period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action such shorter period shall govern.

Section 17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument, notwithstanding that both parties are not signatories to the original or same counterpart.

Section 18. Amendments; Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.



Section 19. Effective Period of Coverage. This Agreement shall cover and extend to all actions taken by Indemnitee in the course of his or her duties in a Corporate Position from the inception of those duties on and after [Date, 20 ].

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PRESENT when the Common Seal of  
**PERRIGO COMPANY PLC**  
was affixed hereto:

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Director

---

Director/Secretary

**INDEMNITEE:**

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Name:

**INDEMNITY AGREEMENT**

This Indemnity Agreement (this "Agreement") is made as of, \_\_\_\_\_ by and between Perrigo Company plc, an Irish public limited company (the "Company"), having its registered office at 33 Sir John Rogerson's Quay, Dublin 2, and ("Indemnitee"), whose address is c/o 515 Eastern Avenue, Allegan, Michigan 49010.

WHEREAS, the Company desires to ensure that the Company retains and attracts as officers the most capable persons available;

WHEREAS, the substantial increase in corporate litigation, as evidenced by present trends, subjects officers to expensive litigation risks;

WHEREAS, the Company has requested that Indemnitee serve the Company as an officer thereof; and

WHEREAS, Indemnitee desires to be indemnified by the Company and has agreed to become an officer of the Company in reliance on the Company's promise to provide indemnification as and to the extent set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) "Agreement" has the meaning set forth in the Preamble hereto.

(b) "Alternative Source" has the meaning set forth in Section 9(a) hereof.

(c) "Change in Control" means a change in control of the Company after the date of this Agreement of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Securities Exchange Act, if the Company were subject to such reporting requirement; provided, however, that, without limitation, such a Change in Control shall be deemed to have occurred if after the date of this Agreement (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 20 percent or more of the combined voting power of the Company's then outstanding securities without the prior approval of at least eighty percent (80%) of the members of the Company Board in office immediately prior to such person attaining such percentage interest; (ii) the Company is a party to a merger, consolidation, sale of assets or other reorganization, or a proxy contest, as a consequence of which members of the Company Board in office immediately prior to such transaction or event constitute less than a

majority of the Company Board thereafter; or (iii) during any period of two consecutive years, individuals who at the beginning of such period constituted the Company Board (including for this purpose any new director whose election or nomination for election by the Company's shareholders was approved by a vote of at least eighty percent (80%) of the directors then still in office who were directors at the beginning of such period) cease for any reason to constitute at least a majority of the Company Board.

(d) "Companies Acts" means the Companies Acts, 1963 to 2012

(e) "Company" has the meaning set forth in the Preamble hereto.

(f) "Company Board" means the board of directors of the Company.

(g) "Corporate Position" means a director, officer, employee, agent and/or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, domestic or foreign, in the capacity of which such person is or was serving at the request of the Company. For the avoidance of doubt, Indemnitee may serve in any one or more of such positions.

(h) "Disinterested Director" means a director of the Company who is not and was not a party to or threatened to be made a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(i) "D&O Policy" has the meaning set forth in Section 7(b) hereof

(j) "Expenses" shall mean all costs, expenses, and obligations paid or incurred in connection with investigating, litigating, being a witness in, defending or participating in, or preparing to litigate, defend, be a witness in or participate in any matter that is the subject of a Proceeding, including attorneys' and accountants' fees and court costs.

(k) "Governmental Entity" shall mean any United States or foreign governmental authority, including any national, federal, territorial, state, commonwealth, province, territory, county, municipal, district, local governmental jurisdiction of any nature or any other governmental or quasi-governmental authority of any nature (including any governmental department, division, agency, bureau, office, branch, court, arbitrator, commission, tribunal or other governmental instrumentality) or any political or other subdivision or part of any of the foregoing, in each case of competent jurisdiction and with authority to act with respect to the matter in question.

(l) "Indemnitee" has the meaning set forth in the Preamble hereto.

(m) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of company law and neither presently is, nor in the past five years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party, or (ii) any other party to the Proceeding giving rise to

a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement.

(n) “Independent Director” means a director of the Company who has no executive function with the Company.

(o) “Proceeding” shall mean any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation, whether brought by or in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, in which Indemnitee may be or may have been involved as a party or otherwise by reason of the fact that Indemnitee held or holds a Corporate Position, or by reason of any action taken by Indemnitee or any inaction on Indemnitee’s part while acting in a Corporate Position, or by reason of the fact that Indemnitee is or was serving at the request of the Company in a Corporate Position.

(p) “Resolution Costs” shall mean any amount, fine or penalty paid or payable by Indemnitee in satisfaction of a final judgment entered by a court of competent jurisdiction in any Proceeding or in settlement of any such Proceeding.

(q) “Securities Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time.

Section 2. Agreement to Serve. Indemnitee agrees to serve in a Corporate Position for so long as Indemnitee is duly elected or appointed or until Indemnitee’s death, permanent disability or written resignation from his or her Corporate Position.

### Section 3. Indemnification.

(a) In any Proceeding other than a Proceeding by or in the right of the Company, the Company shall indemnify Indemnitee against all Expenses and Resolution Costs actually and reasonably incurred by Indemnitee in connection with such Proceeding. Notwithstanding the preceding but subject to Section 4 below, no indemnification shall be made under this subsection unless otherwise determined or directed by the court in which such proceeding was brought:

(i) with respect to remuneration paid to Indemnitee if it shall be determined by a final judgment or other final adjudication that such remuneration was in violation of law;

(ii) on account of any suit in which a final judgment or other final adjudication is rendered against Indemnitee for an accounting of profits made from the purchase or sale by Indemnitee of securities of the Company pursuant to the provisions of Section 16(b) of the Securities Exchange Act and amendments thereto or similar provisions of any federal, state or local law;

(iii) on account of Indemnitee's conduct which is determined by a final judgment or other final adjudication to have been knowingly fraudulent, deliberately dishonest or willfully wrong;

(iv) on account of Indemnitee's conduct which by a final judgment or other final adjudication is determined to have been in bad faith and in opposition to the best interests of the Company or to have produced an unlawful personal benefit; or

(v) with respect to a criminal proceeding if Indemnitee knew or reasonably should have known that Indemnitee's conduct was illegal.

(b) The Company shall indemnify Indemnitee in accordance with the provisions of this subsection (c) if Indemnitee is a party to or threatened to be made a party to or otherwise involved in any Proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that Indemnitee held or holds a Corporate Position, against all Expenses actually and reasonably incurred by Indemnitee and any Resolution Costs paid by Indemnitee in settlement of such Proceeding, but only if Indemnitee acted in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. Notwithstanding the preceding but subject to Section 4 below, no indemnification shall be made under this subsection (c) in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged to be liable to the Company in the performance of his or her duty to the Company, as applicable, unless and then only to the extent that any court in which such proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification for such amount of Expenses as such court shall deem proper.

(c) In addition to any indemnification provided under subsection (a) and (b) above, the Company shall indemnify Indemnitee against any Expenses and/or Resolution Costs incurred by Indemnitee, regardless of the nature of the Proceeding in which Expenses and/or Resolution Costs were incurred, if such Expenses or Resolution Costs would have been covered under the Company's directors' and officers' liability insurance policies in effect on the effective date of this Agreement or under any such insurance policies which become effective on any subsequent date.

(d) The indemnification contemplated by this Agreement shall be to the fullest extent now or hereafter allowed by applicable law (whether statutory or common law) as presently or hereafter enacted or interpreted. In this connection, if a change in the Companies Acts or in the statutory laws of any other country or state under which the Company, or its successor, is hereafter incorporated or the corporate offices of the Company or its successor are hereafter located or relocated permits greater or lesser

indemnification, either by agreement or otherwise, than currently provided by the Companies Acts or this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change or prior to such change, as the case may be.

(e) Notwithstanding anything to the contrary in this Agreement, all rights to indemnification and the payment of Expenses in this Agreement shall only have effect insofar as they are not contrary to or in violation of the laws of Ireland, including section 200 of the Companies Act 1963 (as amended).

Section 4. Mandatory Advancement of Expenses. Notwithstanding anything in this Agreement expressed or implied to the contrary, the Company shall advance all reasonable Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding within thirty (30) days after the receipt by the Company of a statement or statements from time to time submitted by Indemnitee requesting such advance or advances, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by an undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined by a final order of a court of competent jurisdiction that Indemnitee is not entitled to be indemnified against such Expenses under this Agreement in which event the amounts so advanced shall be repaid to the Company.

Section 5. Procedure for Determination of Entitlement to Indemnification.

(a) To obtain indemnification under this Agreement for Resolution Costs, Indemnitee shall submit to the Company a written request, including such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine pursuant to subsection (b) below whether and to what extent Indemnitee is entitled to indemnification.

(b) Upon written request by Indemnitee for indemnification pursuant to subsection (a) above, a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto, shall be made in each specific case as follows:

(i) if a Change in Control shall have occurred, the determination shall be made by Independent Counsel who shall be selected in the manner provided in Section 5(c)(ii) below. In the alternative and at Indemnitee's sole option, Indemnitee shall have the right to direct that such determination be made in the manner provided in the following subparagraph (ii) of this subsection (b); and

(ii) if a Change in Control shall not have occurred or if otherwise directed by Indemnitee pursuant to subsection (b)(i) above, the determination shall be made by the Company Board by a majority vote of a quorum of the Company Board consisting of Disinterested Directors; provided, however, that if a quorum of the Company Board consisting solely of Disinterested Directors is not obtainable then, at the option of the Company Board in its discretion, by a majority vote of a quorum of all of the members of the Company Board (whether or not disinterested), such determination shall be made by (A) majority vote of a committee of two or more Disinterested Directors appointed by the Company Board, or (B) all Independent Directors, or (C) Independent Counsel, or (D) the shareholders of the Company.

If it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within thirty (30) days after such determination. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in connection with the making of such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby agrees to indemnify and hold Indemnitee harmless therefrom. A determination by the Independent Directors or Independent Counsel shall be expressed in a written opinion to the Company Board, a copy of which shall be delivered to Indemnitee.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel, the Independent Counsel shall be selected as follows:

(i) if a Change in Control shall not have occurred, the Independent Counsel shall be selected by the board of directors of the Company, or

(ii) if a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee.

The party selecting Independent Counsel shall advise the other party in writing of the identity of the Independent Counsel so selected. The Company shall pay any and all fees and expenses incurred by such Independent Counsel and otherwise incident to the procedures of this Section 5, regardless of the manner in which such Independent Counsel was selected or appointed.

#### Section 6. Presumptions and Effect of Certain Proceedings.

(a) If a Change in Control shall have occurred, the person or persons making a determination with respect to entitlement to indemnification shall presume that Indemnitee is entitled to indemnification under this Agreement, and the Company shall have the burden of proof to overcome that presumption.

(b) If the person or persons empowered or selected to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after being selected or empowered to do so (or within ninety (90)



days thereafter, if such determination is to be made by the stockholders), the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification, unless such indemnification is specifically prohibited under applicable law.

(c) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or by a plea of *nolo contendere* or its equivalent, shall not of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

#### Section 7. Remedies of Indemnitee.

(a) Indemnitee shall be entitled to an adjudication of his or her right to indemnification or to the advancement of Expenses, at his or her sole option, (i) by any court of competent jurisdiction in Ireland, or (ii) by a single arbitrator in an arbitration conducted pursuant to the rules of the American Arbitration Association, if:

(i) a determination has been made pursuant to Section 5 that Indemnitee is not entitled to indemnification for Resolution Costs;

(ii) the determination of Indemnitee's entitlement to indemnification is not timely made pursuant to Section 5;

(iii) advancement of Expenses is not timely made pursuant to Section 4; or

(iv) payment of indemnification to which Indemnitee is entitled under Section 9 below is not timely made or payment is not timely made after a determination has been made that Indemnitee is entitled to indemnification.

The Company shall not oppose Indemnitee's right to seek any such adjudication, whether in a court or in arbitration.

(b) If a determination shall have been made that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 7 shall be conducted in all respects, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. If a Change in Control shall have occurred, then, in any judicial proceeding or arbitration commenced pursuant to this Section 7, the Company shall have the burden of proving that Indemnitee is not entitled to indemnification.

(c) If a determination shall have been made that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 7, unless such indemnification is prohibited under applicable law.

(d) The Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

(e) If Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of or an award in arbitration to enforce his or her rights under, or to recover damages for breach of, this Agreement, Indemnitee shall be entitled to recover from the Company, and shall be indemnified by the Company against, any and all expenses (of the types described in the definition of Expenses) actually and reasonably incurred by him in such judicial adjudication or arbitration, but only if he prevails therein. If it shall be determined in the judicial adjudication or arbitration that Indemnitee is entitled to receive part but not all of the indemnification or advancement of Expenses sought, the expenses incurred by Indemnitee in connection with such judicial adjudication or arbitration shall be appropriately prorated between the Company and Indemnitee.

#### Section 8. Insurance; Subrogation.

(a) The Company may purchase and maintain insurance on behalf of Indemnitee who is or was or has agreed to serve at the request of the Company as an officer of the Company against any liability asserted against, and incurred by, Indemnitee or on Indemnitee's behalf in any such capacity, or arising out of Indemnitee's status as such, whether or not the Company would have the power to indemnify Indemnitee against such liability under the provisions of this Agreement.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for persons holding Corporate Positions (the "D & O Policy"), Indemnitee shall be covered by the D & O Policy or Policies in accordance with its or their terms to the maximum extent of the coverage available for any person who holds a Corporate Position.

(c) If the Company makes any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

Section 9. Partial Indemnification; Successful Defense. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses actually and reasonably incurred by Indemnitee or for Resolution Costs but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of such Expenses or Resolution Costs to which Indemnitee is entitled. Notwithstanding any other provision of this Agreement, expressed or implied to the contrary, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any or all claims relating in whole or in part to a Proceeding or in defense of any issue or matter therein, including dismissal without prejudice, Indemnitee shall be indemnified against all Expenses incurred in connection therewith.

Section 10. Consent. Unless and until a Change in Control has occurred, the Company shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any Proceeding made without the Company's written consent. Following a Change in Control, such consent shall not be required. The Company shall not settle any Proceeding in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Company nor Indemnitee will unreasonably withhold their consent to any proposed settlement.

Section 11. No Duplication of Payments.

(a) The Company shall not be liable under this Agreement to make any payment to Indemnitee in respect of any Expenses, judgments and fines or any other amounts paid to or incurred by Indemnitee to the extent Indemnitee has otherwise received payment, including, without limitation, under any insurance policy, the Company's Memorandum or Articles of Association, the organisational documents of any of the Company's subsidiaries or any agreement between Indemnitee and any of the Company's subsidiaries (each, an "Alternative Source"), for such Expenses, judgments and fines or amounts that are otherwise indemnifiable by the Company hereunder. In the event that Indemnitee receives from the Company and an Alternative Source a duplicate payment in respect of the same Expenses, judgments and fines or any other amounts incurred by Indemnitee, Indemnitee shall promptly reimburse the Company in the amount of such duplicate payment.

Section 12. Indemnification Hereunder not Exclusive. The indemnification provided by this Agreement shall be in addition to any other rights to which Indemnitee may be entitled under any insurance policy, the Memorandum and Articles of Association of the Company, any agreement with a subsidiary of the Company, any other agreement, any vote of the shareholders of the Company, or the Company Board, the Companies Acts as amended from time to time, or otherwise, both as to actions in Indemnitee's official capacity and as to actions in another capacity while holding such office.

Section 13. Severability. If this Agreement or any portion hereof (including any provision within a single section, subsection or sentence) shall be held to be invalid, void or otherwise unenforceable on any ground by any court of competent jurisdiction, the Company shall nevertheless indemnify Indemnitee as to any Expenses or Resolution Costs with respect to any Proceeding to the full extent permitted by law or any applicable portion of this Agreement that shall not have been invalidated, declared void or otherwise held to be unenforceable.

Section 14. No Presumption. For purposes of this Agreement, the termination of any claim, action, suit or proceeding, by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court had determined that indemnification is not permitted by applicable law.

Section 15. Notice. Indemnitee shall, as a condition precedent to Indemnitee's right to be indemnified under this Agreement, give to the Company notice in writing as soon as practicable of any claim for which indemnity will or could be sought under this Agreement. Notice to the Company shall be directed to the Company's U.S. corporate offices at 515 Eastern Avenue, Allegan, Michigan 49010, Attention: Secretary (or to such other individual or address as the Company shall designate in writing to Indemnitee). Notice shall be deemed received three (3) days after the date postmarked if sent by prepaid mail properly addressed. In addition, Indemnitee shall give the Company such information and cooperation as it may reasonably require and as shall be within Indemnitee's power to give.

Section 16. Continuation of Indemnification. The indemnification rights provided to Indemnitee under this Agreement, including the right provided under Sections 3, 4 and 5 above, shall continue after Indemnitee has ceased to hold a Corporate Position.

Section 17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company, and its successors and assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company, and of Indemnitee and the spouse, heirs, assigns and personal and legal representatives of Indemnitee.

Section 18. Applicable Law.

(a) This Agreement shall be governed by and construed in accordance with the laws of Ireland applicable to contracts made and to be performed in such state without giving effects to the principles of conflicts of laws.

(b) In this Agreement any reference to any statute shall be construed as a reference to that statute as extended, modified, replaced or re-enacted from time to time (whether before or after the date hereof) and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date hereof).

Section 19. Period of Limitations. No legal action shall be brought and no cause of action shall be asserted by or on behalf of the Company or any affiliate of the Company against Indemnitee, Indemnitee's spouse, heirs, assigns or personal or legal representatives after the expiration of two (2) years from the date of accrual of such cause of action, and any claim or cause of action of the Company or its affiliate shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such two (2) year period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action such shorter period shall govern.

Section 20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument, notwithstanding that both parties are not signatories to the original or same counterpart.

Section 21. Amendments; Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

Section 22. Effective Period of Coverage. This Agreement shall cover and extend to all actions taken by Indemnitee in the course of his or her duties in a Corporate Position from the inception of those duties on and after

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PRESENT when the Common Seal of  
**PERRIGO COMPANY PLC**  
was affixed hereto:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**INDEMNITEE:**

By: \_\_\_\_\_  
Name:

## INDEMNITY AGREEMENT

This Indemnity Agreement (this "Agreement") is made as of [Date], by and between Perrigo Company, a Michigan corporation (the "Company"), 515 Eastern Avenue, Allegan, Michigan 49010, and [Name] ("Indemnitee"), whose address is [Address].

WHEREAS, Perrigo Company plc ("Holdco"), a public limited company incorporated under the laws of Ireland, is the Company's ultimate parent company;

WHEREAS, the Company desires to ensure that Holdco retains and attracts as directors and officers the most capable persons available;

WHEREAS, the substantial increase in corporate litigation, as evidenced by present trends, subjects directors and officers to expensive litigation risks;

WHEREAS, the Company and Indemnitee are aware of provisions under Irish law that limit the level of indemnification by Holdco available to directors and officers of Holdco;

WHEREAS, the Company has previously requested that Indemnitee serve Holdco as a director and/or officer thereof, as applicable; and

WHEREAS, Indemnitee desires to be indemnified by the Company and has agreed to become a director and/or officer, as applicable, of Holdco in reliance on the Company's promise to provide indemnification as and to the extent set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) "Act" means the Michigan Business Corporation Act in existence on the date of this Agreement.

(b) "Agreement" has the meaning set forth in the Preamble hereto.

(c) "Change in Control" means a change in control of Holdco after the date of this Agreement of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Securities Exchange Act, whether or not Holdco is then subject to such reporting requirement; provided, however, that, without limitation, such a Change in Control shall be deemed to have occurred if after the date of this Agreement (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act), directly or indirectly, of securities of Holdco

representing 20 percent or more of the combined voting power of Holdco's then outstanding securities without the prior approval of at least eighty percent (80%) of the members of the Holdco Board in office immediately prior to such person attaining such percentage interest; (ii) Holdco is a party to a merger, consolidation, sale of assets or other reorganization, or a proxy contest, as a consequence of which members of the Holdco Board in office immediately prior to such transaction or event constitute less than a majority of the Holdco Board thereafter; or (iii) during any period of two consecutive years, individuals who at the beginning of such period constituted the Holdco Board (including for this purpose any new director whose election or nomination for election by Holdco's shareholders was approved by a vote of at least eighty percent (80%) of the directors then still in office who were directors at the beginning of such period) cease for any reason to constitute at least a majority of the Holdco Board.

(d) "Company" has the meaning set forth in the Preamble hereto.

(e) "Company Board" means the board of directors of the Company.

(f) "Corporate Position" means a director, officer, employee, agent and/or fiduciary of Holdco or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, in each case whether organized under the laws of the United States or of any other Governmental Entity, in the capacity of which such person is or was serving at the request of the Company. For the avoidance of doubt, Indemnitee may serve in any one or more of such positions.

(g) "Disinterested Director" means a director of the Company who is not and was not a party to or threatened to be made a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(h) "Expenses" shall mean all costs, expenses, and obligations paid or incurred in connection with investigating, litigating, being a witness in, defending or participating in, or preparing to litigate, defend, be a witness in or participate in any matter that is the subject of a Proceeding, including attorneys' and accountants' fees and court costs.

(i) "Governmental Entity" shall mean any United States or foreign governmental authority, including any national, federal, territorial, state, commonwealth, province, territory, county, municipal, district, local governmental jurisdiction of any nature or any other governmental or quasi-governmental authority of any nature (including any governmental department, division, agency, bureau, office, branch, court, arbitrator, commission, tribunal or other governmental instrumentality) or any political or other subdivision or part of any of the foregoing, in each case of competent jurisdiction and with authority to act with respect to the matter in question.

(j) "Holdco" has the meaning set forth in the Recitals hereto.

(k) "Holdco Board" means the board of directors of Holdco.



(l) “Indemnitee” has the meaning set forth in the Preamble hereto.

(m) “Independent Counsel” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent (i) Holdco, the Company or Indemnitee in any matter material to either such party, or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing Holdco, the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement.

(n) “Independent Director” means a director of the Company designated as an independent director pursuant to Section 450.1505(3) of the Michigan Business Corporation Act now in effect.

(o) “Proceeding” shall mean any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation, whether brought by or in the right of Holdco, the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, in which Indemnitee may be or may have been involved as a party or otherwise by reason of the fact that Indemnitee held or holds a Corporate Position, or by reason of any action taken by Indemnitee or any inaction on Indemnitee’s part while acting in a Corporate Position, or by reason of the fact that Indemnitee is or was serving at the request of the Company in a Corporate Position.

(p) “Resolution Costs” shall mean any amount, fine or penalty paid or payable by Indemnitee in satisfaction of a final judgment entered by a court of competent jurisdiction in any Proceeding or in settlement of any such Proceeding.

(q) “Securities Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time.

Section 2. Agreement to Serve. Indemnitee agrees to serve in a Corporate Position for so long as Indemnitee is duly elected or appointed or until Indemnitee’s death, permanent disability or written resignation from his or her Corporate Position.

### Section 3. Indemnification.

(a) In any Proceeding other than a Proceeding by or in the right of Holdco or the Company, the Company shall indemnify Indemnitee against all Expenses and Resolution Costs actually and reasonably incurred by Indemnitee in connection with such Proceeding. Notwithstanding the preceding but subject to Section 4 below, no indemnification shall be made under this subsection unless otherwise determined or directed by the court in which such proceeding was brought:

(i) with respect to remuneration paid to Indemnitee if it shall be determined by a final judgment or other final adjudication that such remuneration was in violation of law;

(ii) on account of any suit in which a final judgment or other final adjudication is rendered against Indemnitee for an accounting of profits made from the purchase or sale by Indemnitee of securities of Holdco pursuant to the provisions of Section 16(b) of the Securities Exchange Act and amendments thereto or similar provisions of any federal, state or local law;

(iii) on account of Indemnitee's conduct which is determined by a final judgment or other final adjudication to have been knowingly fraudulent, deliberately dishonest or willfully wrong;

(iv) on account of Indemnitee's conduct which by a final judgment or other final adjudication is determined to have been in bad faith and in opposition to the best interests of Holdco or to have produced an unlawful personal benefit; or

(v) with respect to a criminal proceeding if Indemnitee knew or reasonably should have known that Indemnitee's conduct was illegal.

(b) The Company shall indemnify Indemnitee in accordance with the provisions of this subsection (b) if Indemnitee is a party to or threatened to be made a party to or otherwise involved in any Proceeding by or in the right of Holdco or the Company to procure a judgment in its favor by reason of the fact that Indemnitee held or holds a Corporate Position, against all Expenses actually and reasonably incurred by Indemnitee and any Resolution Costs paid by Indemnitee in settlement of such Proceeding, but only if Indemnitee acted in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of Holdco and the Company. Notwithstanding the preceding but subject to Section 4 below, no indemnification shall be made under this subsection (b) in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged to be liable to Holdco or the Company in the performance of his or her duty to Holdco or the Company, as applicable, unless and then only to the extent that any court in which such proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification for such amount of Expenses as such court shall deem proper.

(c) In addition to any indemnification provided under subsection (a) and (b) above, the Company shall indemnify Indemnitee against any Expenses and/or Resolution Costs incurred by Indemnitee, regardless of the nature of the Proceeding in which Expenses and/or Resolution Costs were incurred, to the extent such Expenses or Resolution Costs are covered under the Company's or Holdco's directors' and officers' liability insurance policies in effect on the effective date of this Agreement or under any such insurance policies which become effective on any subsequent date.

(d) The indemnification contemplated by this Agreement shall be to the fullest extent now or hereafter allowed by applicable law (whether statutory or common law) as presently or hereafter enacted or interpreted. Thus, if applicable law permits greater indemnification benefits to an Indemnitee than are set forth in this Agreement, such Indemnitee shall be entitled to such greater benefits. Also, if a change in applicable law, including in the Act, or in the applicable laws of any other state under which the Company, or its successor, is hereafter incorporated or the corporate offices of the Company or its successor are hereafter located or relocated permits greater or lesser indemnification, either by agreement or otherwise, than currently provided by applicable law or this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change or prior to such change, as the case may be.

Section 4. Mandatory Advancement of Expenses. Notwithstanding anything in this Agreement expressed or implied to the contrary, the Company shall advance all reasonable Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding within thirty (30) days after the receipt by the Company of a statement or statements from time to time submitted by Indemnitee requesting such advance or advances, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by an undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined by a final order of a court of competent jurisdiction that Indemnitee is not entitled to be indemnified against such Expenses under this Agreement in which event the amounts so advanced shall be repaid to the Company.

Section 5. Procedure for Determination of Entitlement to Indemnification for Expenses and Resolution Costs.

(a) To obtain indemnification under this Agreement for Expenses or Resolution Costs, Indemnitee shall submit to the Company a written request, including such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine pursuant to subsection (b) below whether and to what extent Indemnitee is entitled to indemnification.

(b) Upon written request by Indemnitee for indemnification pursuant to subsection (a) above, a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto, shall be made in each specific case as follows:

(i) if a Change in Control shall have occurred, the determination shall be made by Independent Counsel who shall be selected in the manner provided in Section 5(c)(ii) below. In the alternative and at Indemnitee's sole option, Indemnitee shall have the right to direct that such determination be made in the manner provided in the following subparagraph (ii) of this subsection (b); and

(ii) if a Change in Control shall not have occurred or if otherwise directed by Indemnitee pursuant to subsection (b)(i) above, the determination shall be made by the Company Board by a majority vote of a quorum of the Company Board consisting of Disinterested Directors; provided, however, that if a quorum of the Company Board consisting solely of Disinterested Directors is not obtainable then, at the option of the Company Board in its discretion, by a majority vote of a quorum of all of the members of the Company Board (whether or not disinterested), such determination shall be made by (A) majority vote of a committee of two or more Disinterested Directors appointed by the Company Board, or (B) all Independent Directors, or (C) Independent Counsel, or (D) the shareholders of Holdco.

If it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within thirty (30) days after such determination. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in connection with the making of such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby agrees to indemnify and hold Indemnitee harmless therefrom. A determination by the Independent Directors or Independent Counsel shall be expressed in a written opinion to the Company Board, a copy of which shall be delivered to Indemnitee.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel, the Independent Counsel shall be selected as follows:

(i) if a Change in Control shall not have occurred, the Independent Counsel shall be selected by the board of directors of the Company, or

(ii) if a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee.

The party selecting Independent Counsel shall advise the other party in writing of the identity of the Independent Counsel so selected. The Company shall pay any and all fees and expenses incurred by such Independent Counsel and otherwise incident to the procedures of this Section 5, regardless of the manner in which such Independent Counsel was selected or appointed.

#### Section 6. Presumptions and Effect of Certain Proceedings.

(a) If a Change in Control shall have occurred, the person or persons making a determination with respect to entitlement to indemnification shall presume that Indemnitee is entitled to indemnification under this Agreement, and the Company shall have the burden of proof to overcome that presumption.

(b) If the person or persons empowered or selected to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after being selected or empowered to do so (or within ninety (90) days thereafter, if such determination is to be made by the stockholders), the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification, unless such indemnification is specifically prohibited under applicable law.

(c) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or by a plea of *nolo contendere* or its equivalent, shall not of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of Holdco or the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

#### Section 7. Remedies of Indemnitee.

(a) Indemnitee shall be entitled to an adjudication of his or her right to indemnification or to the advancement of Expenses, at his or her sole option, (i) by the Circuit Court for the County of Kent or Allegan, State of Michigan, or any other court of competent jurisdiction, or (ii) by a single arbitrator in an arbitration conducted pursuant to the rules of the American Arbitration Association, if:

(i) a determination has been made pursuant to Section 5 that Indemnitee is not entitled to indemnification for Resolution Costs;

(ii) the determination of Indemnitee's entitlement to indemnification is not timely made pursuant to Section 5;

(iii) advancement of Expenses is not timely made pursuant to Section 4; or

(iv) payment of indemnification to which Indemnitee is entitled under Section 9 below is not timely made or payment is not timely made after a determination has been made that Indemnitee is entitled to indemnification.

The Company shall not oppose Indemnitee's right to seek any such adjudication, whether in a court or in arbitration.

(b) If a determination shall have been made that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 7 shall be conducted in all respects, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. If a Change in Control shall have occurred, then, in any judicial proceeding or arbitration commenced pursuant to this Section 7, the Company shall have the burden of proving that Indemnitee is not entitled to indemnification.

(c) If a determination shall have been made that Indemnatee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 7, unless such indemnification is prohibited under applicable law.

(d) The Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

(e) If Indemnatee, pursuant to this Section 7, seeks a judicial adjudication of or an award in arbitration to enforce his or her rights under, or to recover damages for breach of, this Agreement, Indemnatee shall be entitled to recover from the Company, and shall be indemnified by the Company against, any and all expenses (of the types described in the definition of Expenses) actually and reasonably incurred by him in such judicial adjudication or arbitration, but only if he prevails therein. If it shall be determined in the judicial adjudication or arbitration that Indemnatee is entitled to receive part but not all of the indemnification or advancement of Expenses sought, the expenses incurred by Indemnatee in connection with such judicial adjudication or arbitration shall be appropriately prorated between the Company and Indemnatee.

#### Section 8. Insurance; Subrogation.

(a) To the extent that the Company maintains an insurance policy or policies providing liability insurance for persons holding Corporate Positions (the "D & O Policy"), Indemnatee shall be covered by the D & O Policy or Policies in accordance with its or their terms to the maximum extent of the coverage available for any person who holds a Corporate Position.

(b) If the Company makes any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnatee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(c) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnatee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

Section 9. Partial Indemnification; Successful Defense. If Indemnatee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses actually and reasonably incurred by Indemnatee or for Resolution Costs but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnatee for the portion of such Expenses or Resolution Costs

to which Indemnitee is entitled. Notwithstanding any other provision of this Agreement, expressed or implied to the contrary, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any or all claims relating in whole or in part to a Proceeding or in defense of any issue or matter therein, including dismissal without prejudice, Indemnitee shall be indemnified against all Expenses incurred in connection therewith.

Section 10. Consent. Unless and until a Change in Control has occurred, the Company shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any Proceeding made without the Company's written consent. Following a Change in Control, such consent shall not be required. The Company shall not settle any Proceeding in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Company nor Indemnitee will unreasonably withhold their consent to any proposed settlement.

Section 11. Indemnification Hereunder not Exclusive. The indemnification provided by this Agreement shall be in addition to any other rights to which Indemnitee may be entitled under the Articles of Incorporation of the Company, the Bylaws of the Company, the Memorandum and Articles of Association of Holdco, any other agreement, any vote of the shareholders of Holdco or the Company, the Holdco Board or the Company Board, the Act as amended from time to time, or otherwise, both as to actions in Indemnitee's official capacity and as to actions in another capacity while holding such office.

Section 12. Severability. If this Agreement or any portion hereof (including any provision within a single section, subsection or sentence) shall be held to be invalid, void or otherwise unenforceable on any ground by any court of competent jurisdiction, the Company shall nevertheless indemnify Indemnitee as to any Expenses or Resolution Costs with respect to any Proceeding to the fullest extent permitted by law or any applicable portion of this Agreement that shall not have been invalidated, declared void or otherwise held to be unenforceable.

Section 13. No Presumption. For purposes of this Agreement, the termination of any claim, action, suit or proceeding, by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court had determined that indemnification is not permitted by applicable law.

Section 14. Notice. Indemnitee shall, as a condition precedent to Indemnitee's right to be indemnified under this Agreement, give to the Company notice in writing as soon as practicable of any claim for which indemnity will or could be sought under this Agreement. Notice to the Company shall be directed to the Company's corporate offices at 515 Eastern Avenue, Allegan, Michigan 49010, Attention: Secretary (or to such other individual or address as the Company shall designate in writing to

Indemnitee). Notice shall be deemed received three (3) days after the date postmarked if sent by prepaid mail properly addressed. In addition, Indemnitee shall give the Company such information and cooperation as it may reasonably require and as shall be within Indemnitee's power to give.

Section 15. Continuation of Indemnification. The indemnification rights provided to Indemnitee under this Agreement, including the right provided under Sections 3, 4 and 5 above, shall continue after Indemnitee has ceased to hold a Corporate Position.

Section 16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company, and its successors and assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company, and of Indemnitee and the spouse, heirs, assigns and personal and legal representatives of Indemnitee.

Section 17. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan applicable to contracts made and to be performed in such state without giving effects to the principles of conflicts of laws.

Section 18. Period of Limitations. No legal action shall be brought and no cause of action shall be asserted by or on behalf of the Company or any affiliate of the Company against Indemnitee, Indemnitee's spouse, heirs, assigns or personal or legal representatives after the expiration of two (2) years from the date of accrual of such cause of action, and any claim or cause of action of the Company or its affiliate shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such two (2) year period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action such shorter period shall govern.

Section 19. Amendments; Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

Section 20. Effective Period of Coverage. This Agreement shall cover and extend to all actions taken by Indemnitee in the course of his or her duties in a Corporate Position from the inception of those duties on and after [Date, 20 ].

*[Signature page follows]*



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**COMPANY:**

**PERRIGO COMPANY**

By: \_\_\_\_\_

Name:

Title:

**INDEMNITEE:**

By: \_\_\_\_\_

Name:

**FOR IMMEDIATE RELEASE****PERRIGO COMPANY PLC COMPLETES ACQUISITION OF ELAN CORPORATION, PLC**

**DUBLIN, IRELAND – December 18, 2013** - Perrigo Company plc (NYSE, TASE: PRGO) (“Perrigo”) and Elan Corporation, plc (“Elan”) today announced that Perrigo has completed the acquisition of Elan in a cash and stock transaction valued on the date of the announcement at approximately US\$8.6 billion. The transaction will create a global healthcare company with an industry-leading growth profile and the geographic scale and scope to continue building a truly differentiated business.

In connection with the acquisition, Perrigo Company and Elan have been combined under a new company incorporated in Ireland and have adopted the global name Perrigo Company plc. Shares of Perrigo will trade on the New York Stock Exchange and the Tel Aviv Stock Exchange under the ticker symbol PRGO. The scheme of arrangement to effect Perrigo’s acquisition of Elan has taken effect today, and Elan shareholders will receive the consideration to which they are entitled under the scheme of arrangement within 14 days.

Perrigo Chairman and CEO, Joseph C. Papa stated, “We are very pleased to welcome the Elan team into the Perrigo family. The combined company establishes a diversified platform that will position Perrigo well for further expansion. When combined with the royalty stream from Tysabri®, a blockbuster product that generated revenues of US\$1.6 billion last year, this platform will create an industry-leading global healthcare company with the balance sheet liquidity and operational structure to accelerate our growth. This strategic transaction aligns with Perrigo’s acquisition strategy and our previously-stated intentions to grow our business geographically and through adjacent categories. We expect the combined companies will create tremendous value for shareholders for years to come.”

**Key benefits of the transaction**

- Establishes a differentiated platform for further expansion
- Strengthens business and financial profile with highly diversified revenue streams and enhanced cash flows
- Creates a combined entity with industry-leading revenue, adjusted EBITDA and earnings growth rates

**Platform for International Expansion**

- Operating base in Ireland to serve as a business hub and gateway for expansion into international markets

- Scale, resources and corporate structure to drive strategic initiatives and investments
- Differentiated business model well-positioned to continue growth in core markets and to expand into other international markets

### **Strong Business and Financial Profile**

- Highly diversified revenue stream
- Strong pro forma cash flows to continue to support an investment grade credit profile
- Robust and sustainable growth outlook

### **Financially Compelling**

- Enhances revenue, adjusted EBITDA and earnings growth rates and expands margins
- Immediately accretive to Perrigo Company's adjusted earnings per share in fiscal 2014
- Meaningful synergy opportunities

Perrigo continues to expect the transaction to be more than \$0.10 accretive to Perrigo's non-GAAP earnings per share in fiscal 2014, including anticipated after-tax operational synergies, related cost reductions and tax savings greater than \$150 million. Certain of these synergies result from the elimination of redundant public company costs while optimizing back-office support and the global R&D functions. Additionally, tax savings are expected to arise from the combined company being incorporated in Ireland with organizational, operations and capitalization structures that will enable the combined company to more efficiently manage its global cash and treasury operations. The Company has the ability to continue to invest in the growth of its businesses with strong anticipated cash flows that will allow for further ongoing deleveraging.

Additional details on the strengths of the combined companies, including revenue and earnings forecasts and updated synergy targets, will be discussed in more detail during Perrigo's second quarter earnings conference call scheduled for February 6, 2014.

From its beginnings as a packager of generic home remedies in 1887, Perrigo Company plc, headquartered in Ireland, has grown to become a leading global healthcare supplier. Perrigo develops, manufactures and distributes over-the-counter ("OTC") and generic prescription ("Rx") pharmaceuticals, nutritional products and active pharmaceutical ingredients ("API"), and receives royalties from Multiple Sclerosis drug Tysabri®. The Company is the world's largest manufacturer of OTC healthcare products for the store brand market and an industry leader in pharmaceutical technologies. Perrigo's mission is to offer uncompromised "Quality Affordable Healthcare Products™," and it does so across a wide variety of product categories primarily in the United States, United Kingdom, Mexico, Israel and Australia, as well as more than 40 other key markets worldwide, including Canada, China and Latin America. Visit Perrigo on the Internet (<http://www.perrigo.com>).

*Note:* Certain statements in this press release are forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and are subject to the safe harbor created thereby. These statements relate to future events or the Company's future financial performance and involve known and unknown risks, uncertainties and other factors that may cause the actual results, levels of activity, performance or achievements of the Company or its industry to be materially different from those expressed or implied by any forward-looking statements. In some cases, forward-looking statements can be identified by terminology such as "may," "will," "could," "would," "should," "expect," "plan," "anticipate," "intend," "believe," "estimate," "predict," "potential" or other comparable terminology. The Company has based these forward-looking statements on its current expectations, assumptions, estimates and projections. While the Company believes these expectations, assumptions, estimates and projections are reasonable, such forward-looking statements are only predictions and involve known and unknown risks and uncertainties, many of which are beyond the Company's control. These and other important factors, including those discussed under "Risk Factors" in the Company's Form 10-K for the year ended June 28, 2013, as well as the Company's subsequent filings with the Securities and Exchange Commission, may cause actual results, performance or achievements to differ materially from those expressed or implied by these forward-looking statements. The forward-looking statements in this press release are made only as of the date hereof, and unless otherwise required by applicable securities laws, the Company disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

The directors of Perrigo accept responsibility for all the information contained in this announcement other than information relating to Elan. To the best of the knowledge and belief of the directors of Perrigo (who have taken all reasonable care to ensure that such is the case), the information in this announcement for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The directors of Elan accept responsibility for all the information contained in this announcement other than information relating to Perrigo. To the best of the knowledge and belief of the Directors of Elan (who have taken all reasonable care to ensure that such is the case), the information in this announcement for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

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