UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549
FORM 10-K

☑ **Annual Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the Fiscal Year Ended December 31, 2013

OR

☐ **Transition Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the transition period from to .

Commission file number 1-9114

MYLAN INC.

(Exact name of registrant as specified in its charter)

Pennsylvania	**25-1211621**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

1000 Mylan Boulevard, Canonsburg, Pennsylvania 15317
(Address of principal executive offices)

(724) 514-1800
(Registrant's telephone number, including area code)

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

Title of Each Class:	**Name of Each Exchange on Which Registered:**
Common Stock, par value $0.50 per share	The NASDAQ Stock Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☑ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☑

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

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

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☑

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

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☑

The aggregate market value of the outstanding common stock, other than shares held by persons who may be deemed affiliates of the registrant, as of June 30, 2013, the last business day of the registrant's most recently completed second fiscal quarter, was approximately $11,772,902,098.

The number of shares outstanding of common stock of the registrant as of February 21, 2014, was 371,912,507.

INCORPORATED BY REFERENCE

Document	**Part of Form 10-K into Which Document is Incorporated**
Proxy Statement for the 2014 Annual Meeting of Shareholders, which will be filed with the Securities and Exchange Commission within 120 days after the end of the registrant's fiscal year ended December 31, 2013.	III

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PART I

ITEM 1. Business

Mylan Inc., along with its subsidiaries (collectively, the "Company," "Mylan," "our" or "we"), is a leading global pharmaceutical company, which develops, licenses, manufactures, markets and distributes generic, branded generic and specialty pharmaceuticals. Mylan is committed to setting new standards in health care and our mission is to provide the world's 7 billion people access to high quality medicine. To do so, we innovate to satisfy unmet needs; make reliability and service excellence a habit; do what's right, not what's easy; and impact the future through passionate global leadership.

Mylan offers one of the industry's broadest product portfolios, including more than 1,300 marketed products, to customers in approximately 140 countries and territories. We operate a global, high quality vertically-integrated manufacturing platform, which includes more than 35 manufacturing facilities around the world and one of the world's largest active pharmaceutical ingredient ("API") operations. We also operate a strong research and development ("R&D") network that has consistently delivered a robust product pipeline. Additionally, Mylan has a specialty business that is focused on respiratory and allergy therapies.

Overview

Throughout its history, Mylan has been recognized as a leader in the United States ("U.S.") generic pharmaceutical industry. Our leadership position is the result of, among other factors, our ability to efficiently obtain Abbreviated New Drug Application ("ANDA") approvals and our reliable and high quality supply chain.

Since 2007, through organic growth and transformative acquisitions, Mylan has become one of the largest generic and specialty pharmaceuticals companies in the world today in terms of revenue and is now recognized as an industry leader globally.

On December 4, 2013, we acquired the Agila Specialties business (''Agila''), a developer, manufacturer and marketer of high-quality generic injectable products, from Strides Arcolab Limited (''Strides Arcolab'') for approximately $1.4 billion, which includes contingent consideration estimated at $250 million. Through this acquisition, along with our earlier acquisitions of Mylan Laboratories Limited (formerly known as Matrix Laboratories Limited), Merck KGaA's generics and specialty pharmaceutical business, Bioniche Pharma Holdings Limited ("Bioniche Pharma") and Pfizer Inc.'s respiratory delivery platform (the "respiratory delivery platform"), we have created a horizontally and vertically integrated platform with global scale, augmenting our diversified product portfolio and further expanding our range of capabilities, all of which we believe position us well for the future.

Today, in addition to the U.S., Mylan has a robust worldwide commercial presence in the generic pharmaceutical market, including leadership positions in France and Australia and several other key European markets as well as markets around the world. Mylan is also a leader in branded specialty pharmaceuticals focusing on respiratory and allergy products.

Currently, Mylan markets a global portfolio of more than 1,300 different products covering a vast array of therapeutic categories. We offer an extensive range of dosage forms and delivery systems, including oral solids, topicals, liquids and semi-solids while focusing on those products that are difficult to formulate and manufacture, and typically have longer life cycles than traditional generic pharmaceuticals, including transdermal patches, high potency formulations, injectables, controlled-release and respiratory products. In addition, we offer a wide range of antiretroviral therapies ("ARVs"), upon which a large percentage of HIV/AIDS patients in developing countries depend. Mylan also operates one of the largest API manufacturers, supplying low cost, high quality API for our own products and pipeline as well as for a number of third parties.

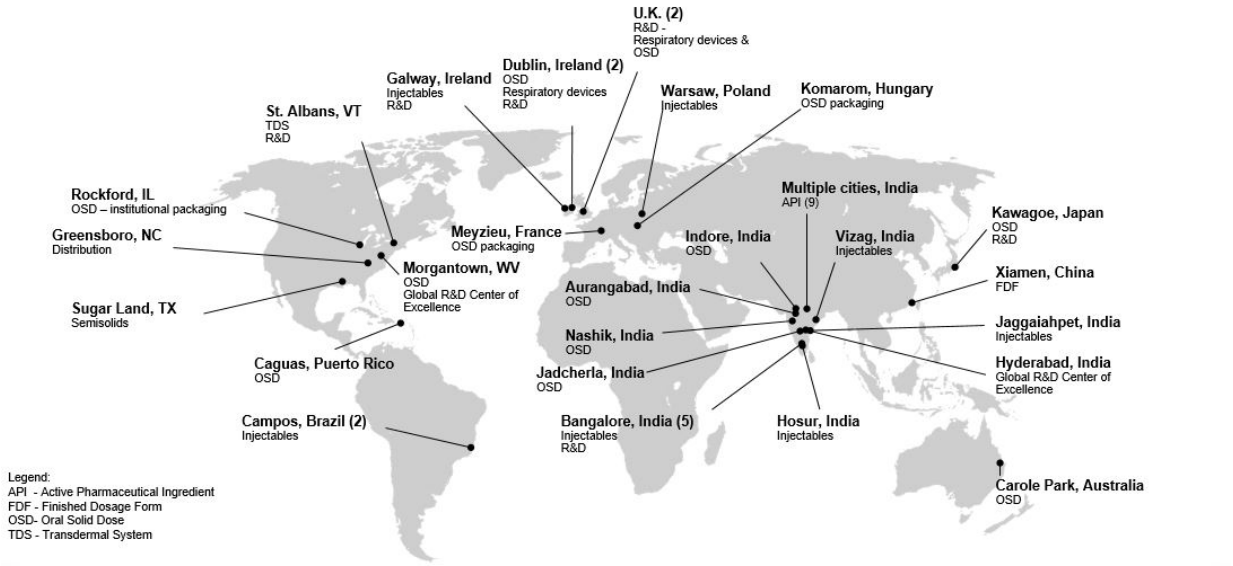
We believe that the breadth and depth of our business and platform provide certain competitive advantages in major markets in which we operate, including less dependency on any single market or product. As a result, we are better able to successfully compete on a global basis than many of our competitors.

Our Operations

Mylan was incorporated in Pennsylvania in 1970 and operates in two segments, "Generics" and "Specialty." Our revenues are derived primarily from the sale of generic and branded generic pharmaceuticals, specialty pharmaceuticals and API. Our generic pharmaceutical business is conducted primarily in the U.S. and Canada (collectively, "North America"); Europe, the Middle East, and Africa (collectively, "EMEA"); and India, Australia, Japan, New Zealand and Brazil (collectively, "Rest of World"). References in this Annual Report to Asia Pacific represent our generic pharmaceutical business in India,

Australia, Japan and New Zealand prior to the acquisition of Agila and the inclusion of Brazil within the Rest of World. Our API business is conducted through Mylan Laboratories Limited ("Mylan India"), which is included within the Rest of World in our Generics segment. Our specialty pharmaceutical business is conducted by Mylan Specialty L.P. ("Mylan Specialty"). Refer to Note 13 for Consolidated Financial Statements included in Item 8 in this Form 10-K for additional information related to our segments, including our geographic markets.

The Company's corporate headquarters is located in Canonsburg, Pennsylvania. Our global operational footprint, including the locations of our manufacturing facilities, global R&D centers of excellence and technology focused development sites, along with the sites' primary activities, are detailed on the map below:



Our global manufacturing platform serves as an important component for the successful execution of our continued transformation. We own six production, distribution and warehousing facilities in the U.S. and Puerto Rico, including significant production and distribution sites in Morgantown, West Virginia; St. Albans, Vermont; Caguas, Puerto Rico; and, Greensboro, North Carolina. Outside the U.S. and Puerto Rico, we own production, distribution and warehousing facilities in nine countries, including key facilities in India, Australia, Japan, Ireland, Brazil, Hungary and Poland. The Company also leases warehousing, distribution and administrative facilities in numerous locations, both within and outside of the U.S., including properties in New York, France, India and the United Kingdom ("U.K."). All of the production, distribution and warehousing facilities are included within the Generics segment; however, certain locations also support our Specialty segment.

Our global R&D centers of excellence are located in Morgantown, West Virginia and Hyderabad, India. We also have specific R&D technology centers of excellence in Ireland, India, the U.K. and Japan.

We believe that all facilities are in good operating condition, the machinery and equipment are well-maintained, the facilities are suitable for their intended purposes and they have capacities adequate for the current operations.

Generics Segment

North America

The U.S. generics market is the largest in the world, with generic prescription sales of $50.0 billion for the twelve months ended November 2013. Mylan holds the number one ranking in the U.S. generics prescription market in terms of sales and the number two ranking in terms of prescriptions dispensed. Approximately one in every 12 prescriptions dispensed in the U.S. is a Mylan product. Our sales in the U.S. are derived primarily from the sale of oral solid dosage, injectable and transdermal products and unit dose offerings. In the U.S., we have one of the largest product portfolios among all generic pharmaceutical companies, consisting of approximately 320 products, of which approximately 260 are in capsule or tablet form in an aggregate of approximately 790 dosage strengths. Included in these totals are approximately 40 extended-release products in a total of approximately 100 dosage strengths.

We manufacture and sell a diverse portfolio of injectable products across several key therapeutic areas, including antineoplastics, anti-infectives, anesthesia/pain management and cardiovascular. Our product offerings include a diverse portfolio of approximately 60 injectable products (branded and generic) in a total of approximately 130 dosage strengths. With the acquisition of Agila, Mylan brings an even broader portfolio to the injectables market, including doubling our injectables portfolio to 120 products and increasing our production capacity from approximately 350 million units in 2013 to approximately 650 million units by 2016. In addition, Agila provides us with diversity and increased technological capabilities built upon industry-leading sterile manufacturing, enhanced lyophilization processes, advanced delivery systems and facilities dedicated to beta-lactams and penems. Through our acquisition of Agila, we also acquired a 50% equity interest in Sagent Agila LLC ("Sagent Agila"). Sagent Agila was established in January 2007 to allow for the development, manufacturing and distribution of certain generic injectable products in the U.S. market.

Our unit dose business focuses on providing one of the largest product portfolios along with innovative packaging and barcoding that supports bedside verification for customers throughout the U.S. and Canada. These customers include hospitals, group purchasing organizations ("GPOs"), long term care facilities, wholesalers, surgical services, home infusion service providers, correctional facilities, specialty pharmacies and retail outlets. In addition to the products we package in the U.S., we also market approximately 60 generic products in a total of approximately 85 dosage strengths under supply and distribution agreements with wholesalers.

Also included in our U.S. product portfolio are four transdermal patch products in a total of 18 dosage strengths. Our Fentanyl Transdermal System ("Fentanyl") was the first AB-rated generic alternative to Duragesic® on the market and was also the first generic class II narcotic transdermal product ever approved. Our Fentanyl product currently remains the only AB-rated generic alternative approved in all strengths.

We believe that the breadth and quality of our product offerings help us to successfully meet our customers' needs and to better compete in the generic industry over the long-term. The future growth of our U.S. generics business is partially dependent upon continued acceptance of generic products as low cost alternatives to branded pharmaceuticals, a trend which is largely outside of our control. However, we believe that we can maximize the profitability of our generic product opportunities by continuing our proven track record of bringing to market high quality products that are difficult to formulate or manufacture. Over the last several years we have successfully introduced many generic products that are difficult to formulate or manufacture and continue to be meaningful contributors to our business several years after their initial launch. Additionally, we expect to achieve growth in our U.S. business by launching new products for which we may attain U.S. Food and Drug Administration ("FDA") first-to-file status with Paragraph IV certification. As described further in the "Product Development and Government Regulation" discussion below, Paragraph IV certification makes the product approval holder eligible for a period of generic marketing and distribution exclusivity.

In Canada, we offer a portfolio of approximately 150 products in an aggregate of approximately 340 dosage strengths and currently rank fifth in terms of market share in the generic prescription market. Canada is the world's sixth largest generic prescription market by value and the eighth largest generic prescription market by volume, with sales of $4.1 billion for the twelve months ended November 2013. As in the U.S., growth in Canada will be dependent upon acceptance of generic products as low cost alternatives to branded pharmaceuticals. Further, we plan to leverage the strength and reliability of the Mylan brand to foster growth throughout the region. With the recent acquisition of Agila, we are further diversifying our pharmaceutical portfolio by adding generic injectable products in the Canadian market.

EMEA

Our generic pharmaceutical sales in EMEA are generated primarily by our wholly owned subsidiaries in Europe, through which we have operations in 21 countries. The types of markets within Europe vary from country to country; however, when combined, the European market is the second largest generic pharmaceutical market in the world in terms of value. Within Europe, by value, the generic prescription market in Germany is the largest, followed by France, the U.K., Spain and Poland, respectively. Of the top ten generic prescription markets in Europe, we hold leadership positions in several markets, described below, including the number one market share position in France, the number two market share position in Italy and the number three market share position in Portugal.

The European generic prescription market varies significantly by country in terms of the extent of generic penetration, the key decision maker in terms of drug choice and other important aspects. Some countries, including Germany, the U.K., the Netherlands and Poland, are characterized by relatively high generic penetration, ranging between 60% and 71% of total prescription market sales in the twelve months ended November 2013, based on volume. Conversely, other major European markets, including France, Italy and Spain, are characterized by much lower generic penetration, ranging between 18% and

39% of total prescription sales in the twelve months ended November 2013, based on volume. However, recent actions taken by governments, particularly in these latter under-penetrated countries, to reduce health care costs could encourage further use of generic pharmaceutical products. In each of these under-penetrated markets, in addition to growth from new product launches, we expect our future growth to be driven by increased generic utilization and penetration.

The manner in which products are marketed also varies by country. In addition to selling pharmaceuticals under their International Nonproprietary Name ("INN") (i.e., active ingredient), in certain European countries, there is a market for both branded generic products and "company-branded" generic products. Branded generic pharmaceutical products are given a unique brand name, as these markets tend to be more responsive to the promotion efforts generally used to promote brand products. Company-branded products generally consist of the name of the active ingredient with a prefix or suffix of the company's name, either in whole or in part.

France

In France, we market a portfolio, including both oral solid and injectable dosage forms, of approximately 280 products in an aggregate of approximately 940 dosage strengths. We have the highest market share in the company-branded generic prescription market, with a share of approximately 26%. Our future growth in the French market is expected to come primarily from new product launches and increased generic utilization and penetration through government initiatives.

Italy

In Italy, we market a portfolio of approximately 180 products in an aggregate of approximately 350 dosage strengths. We have the second highest market share in the company-branded generic prescription market. We believe that the Italian generic market is under-penetrated, with company-branded generics representing approximately 19% of the Italian pharmaceutical market, based on volume. The Italian government has put forth only limited measures aimed at encouraging generic use, and as a result, generic substitution is still in its early stages. Our growth in the Italian generics market will be fueled by increasing generic utilization and penetration and new product launches.

U.K.

In the U.K., we market a portfolio of approximately 180 products in an aggregate of approximately 360 dosage strengths. Mylan is ranked fifth in the U.K. generic prescription market, in terms of value, with an estimated market share of approximately 8%. Mylan is well positioned in the U.K. as a preferred supplier to wholesalers and is also focused on areas such as multiple retail pharmacies and hospitals. The U.K. generic prescription market is highly competitive, and any growth in the market will stem from new product launches although we expect that the value will continue to be affected by price erosion.

Spain

In Spain, we market a portfolio of approximately 130 products in an aggregate of approximately 250 dosage strengths. We have the seventh highest market share in the company-branded generic prescription market. The company-branded generic market comprised approximately 32% of the total Spanish pharmaceutical market by volume for the twelve months ended November 2013. We view further generic utilization and penetration of the Spanish market to be a key driver of our growth in that country.

The Netherlands

In the Netherlands, we market a portfolio of approximately 230 products in an aggregate of approximately 460 dosage strengths. We have the fourth largest market share in the company-branded generic prescription market. The Netherlands is characterized by relatively high generic penetration representing approximately 60% of total prescription market sales in the twelve months ended November 30, 2013, based on volume.

Germany

In Germany, we market a portfolio of approximately 160 products in an aggregate of approximately 350 dosage strengths. A tender system has been implemented in Germany and, as a result, health insurers play a major role in this market. Under a tender system, health insurers invite manufacturers to submit bids that establish prices for generic pharmaceuticals. Pricing pressures result from an effort to win the tender. As a result of these tenders, our business in Germany has declined, and future growth in the German marketplace will depend upon our ability to compete based primarily on price.

Poland

As part of the acquisition of Agila, we acquired an injectable manufacturing facility in Poland. The facility specializes in the production of injectable doses including ampoules, liquid vials and pre-filled syringes. We manufacture approximately 20 products in an aggregate of approximately 50 dosage strengths, primarily for distribution within Europe. In addition, we also operate a commercial business in Poland focused on the generic prescription market. Our future growth is expected to come from increasing the production capacity of our injectable facility and through new product launches.

Other EMEA Locations

We have a notable presence in other European company-branded generic prescription markets, including Portugal, where we hold the third highest market share. We also operate in several other European markets, including Ireland, the Nordic countries (principally Sweden and Finland), Belgium, the Czech Republic and Hungary. Additionally, we have an export business which is focused on Africa and the Middle East.

Rest of World

We market generic pharmaceuticals in the Rest of World through subsidiaries in India, Australia, Japan, New Zealand, Brazil and Taiwan. We also participate in a collaboration with Pfizer Japan Inc. (“Pfizer Japan”) to develop, manufacture, distribute and market generic drugs in Japan. Additionally, through Mylan India, we market API to third parties and also supply other Mylan subsidiaries. We have the highest market share in both the Australian and New Zealand generic pharmaceuticals markets.

India

Mylan India manufactures and supplies low cost, high quality API for our own products and pipeline, as well as for numerous third parties. Mylan India is one of the world's largest API manufacturers as measured by the number of drug master files (“DMFs”) filed with regulatory agencies and is among the leaders in supplying API for the manufacturing of ARV drugs. Mylan India also produces a line of finished dosage form (“FDF”) products for the ARV market, which are sold mostly outside of India. Additionally, Mylan India manufactures non-ARV FDF products that are marketed and sold to third parties by other Mylan operations around the world. Expansion of Mylan India’s portfolio and an increase in product sales within India and other geographies both are key drivers of our future growth.

In addition to the sale of FDF products, we currently have approximately 275 APIs in the market or under development and we focus our marketing efforts on regulated markets such as the U.S. and the European Union (the “EU”). We produce API for use in the manufacture of our own pharmaceutical products, as well as for use by third parties, in a wide range of categories, including anti-bacterials, central nervous system agents, anti-histamine/anti-asthmatics, cardiovasculars, anti-virals, anti-diabetics, anti-fungals, proton pump inhibitors and pain management drugs.

Mylan India has nine API and intermediate manufacturing facilities, five FDF facilities and two injectable facilities. All of these facilities are located in India, with the exception of one, which is located in China. Eight of the API facilities and two FDF facilities located in India have been successfully inspected by the FDA, which makes Mylan India one of the largest companies in India in terms of API manufacturing facilities that have passed FDA inspection. From an API standpoint, growth is dependent upon us continuing to leverage our R&D capabilities to produce high quality, low cost API, while capitalizing on the greater API volumes afforded through our vertically integrated platform.

In August 2012, Mylan India commenced commercial operations in India starting with the launch of a comprehensive portfolio of FDF ARV products for the treatment of HIV/AIDS. In June 2013, Mylan India added a portfolio of women’s health care products focused on hormone and infertility treatments along with nutritional supplements. In October 2013, Mylan’s partner, Biocon Limited (“Biocon”), received approval for Trastuzumab from the Drug Controller General of India. Trastuzumab is one of the five biosimilar products Mylan is developing in partnership with Biocon for the global marketplace. The product is a biosimilar to Roche's Herceptin®, indicated for the treatment of HER2 overexpressing breast cancer. We launched this product in India in early 2014 and are marketing the product under the trade name Hertraz. Mylan India expects to continue to enhance its commercial portfolio in India by adding products from additional therapeutic categories and increase its sales force across India.

Agila has a broad product portfolio of more than 375 filings approved globally and marketed through a network covering 75 countries, including, as of November 2013, approximately 320 filings pending approval globally. Agila’s product portfolio includes approximately 115 products, of which approximately 90 are new to Mylan’s overall product portfolio. As of

December 2013, Agila had over 80 ANDAs approved by the FDA and 136 ANDAs pending FDA approval. Agila manufactures products at nine facilities in India, Brazil and Poland, eight of which have been successfully inspected by the FDA. Six of Agila's manufacturing facilities are located in India. Agila's manufacturing capabilities include vials, pre-filled syringes, ampoules and lyophilization with a focus on antineoplastics, penems, penicillins, ophthalmics and peptides.

Australia

The generic pharmaceutical market in Australia had sales of approximately $2.3 billion during the twelve months ended June 2013. Our Australian operation has the highest market share in the off-patent market with an estimated 27% market share by volume and we offer a portfolio of approximately 180 products in an aggregate of approximately 375 dosage strengths. The Australian generics market is still underdeveloped and, as a result, the government is increasingly focused on encouraging the use of generics in an effort to reduce costs. Maintaining our position of market leadership as the market undergoes further generic utilization and penetration and continued pricing pressure will be instrumental to our future success in Australia.

Japan

Beginning in 2013, we established an exclusive long-term strategic collaboration with Pfizer Japan to develop, manufacture, distribute and market generic drugs in Japan. Under the agreement, both parties operate separate legal entities in Japan and collaborate on current and future generic products, sharing the costs and profits resulting from such collaboration. Mylan's responsibilities in Japan primarily consist of managing operations, including R&D and manufacturing. Pfizer Japan's responsibilities primarily consist of the commercialization of the combined generics portfolio and managing a combined marketing and sales effort.

In Japan, together with our partner Pfizer Japan, we offer a broad portfolio of more than 310 products in an aggregate of approximately 475 dosage strengths. We also have a manufacturing and packaging facility located in Japan, which is key to supplying our collaboration in Japan. Japan is the second largest pharmaceutical market in the world by volume, behind the U.S. and the seventh largest generic prescription market worldwide by value, with sales of approximately $3.7 billion during the twelve months ended November 2013. Currently, the market is largely composed of hospitals and clinics, but pharmacies are expected to play a greater role as generic substitution, aided by recent pro-generics government action, becomes more prevalent. The Japanese government has stated that it intends to grow utilization in the off-patent market to 60% by the end of March 2018 from approximately 47% at the end of December 2013.

New Zealand

In New Zealand, we are the largest generics company in the country. New Zealand is a government tender market where pharmaceutical suppliers can gain exclusivity of up to three years. Mylan New Zealand offers a portfolio of approximately 90 products in an aggregate of approximately 170 dosage strengths.

Brazil

We began commercial operations in Brazil in the fourth quarter of 2013 through the acquisition of Agila. In this market, we operate both a manufacturing platform and a commercial business focused on providing high quality generic injectable products to the Brazilian hospital segment. Our sales into this market segment are made through distributors as well as through tenders. Our goal is to build upon this local platform in order to further access the growing $30 billion Brazilian pharmaceutical market. We are actively working to utilize our global R&D and manufacturing capabilities, along with our robust and differentiated product portfolio to meaningfully expand our hospital offerings in key therapeutic areas. In addition, we are beginning to explore opportunities to further leverage the Mylan platform and expand to other dosage forms and product offerings in Brazil.

Specialty Segment

Our specialty pharmaceutical business is conducted through Mylan Specialty, which competes primarily in the respiratory and severe allergy markets. Mylan Specialty's portfolio consists primarily of branded specialty injectable and nebulized products. A significant portion of Mylan Specialty's revenues are derived through the sale of the EpiPen® Auto-Injector.

The EpiPen® Auto-Injector, which is used in the treatment of severe allergic reactions, is an epinephrine auto-injector that has been sold in the U.S. and internationally since the mid-1980s. Mylan Specialty has worldwide rights to the epinephrine

auto-injector, which is supplied to Mylan Specialty by a wholly owned subsidiary of Pfizer Inc. Anaphylaxis is a severe allergic reaction that is rapid in onset and may cause death, either through swelling that shuts off airways or through significant drop in blood pressure. In December 2010, the National Institute of Allergy and Infectious Diseases, a division of the National Institutes of Health, introduced the "Guidelines for the Diagnosis and Management of Food Allergy in the United States." These guidelines state that epinephrine is the first line treatment for anaphylaxis. The EpiPen® Auto-Injector is the number one dispensed epinephrine auto-injector. The strength of the EpiPen® brand name, quality and ease of use of the product and the promotional strength of the Mylan Specialty U.S. sales force have enabled us to maintain our leadership position within this therapeutic category.

Perforomist® Inhalation Solution, Mylan Specialty's formoterol fumarate inhalation solution, was launched in October 2007. Perforomist® Inhalation Solution is a long-acting beta2-adrenergic agonist indicated for long-term, twice-daily administration in the maintenance treatment of bronchoconstriction in chronic obstructive pulmonary disorder ("COPD") patients, including those with chronic bronchitis and emphysema. Mylan Specialty has been issued several U.S. and international patents protecting Perforomist® Inhalation Solution.

In addition to EpiPen® Auto-Injector and Perforomist® Inhalation Solution, Mylan Specialty also markets ULTIVA®, which is an analgesic agent used during the induction and maintenance of general anesthesia for inpatient and outpatient procedures and is generally administered by an infusion device.

We believe that we can continue to drive the long-term growth of our Specialty segment by successfully managing our existing product portfolio and bringing to market other product opportunities.

Product Development and Government Regulation

Generics Segment

North America

Prescription pharmaceutical products in the U.S. are generally marketed as either brand or generic drugs. Brand products are usually marketed under brand names through marketing programs that are designed to generate physician and consumer loyalty. Brand products generally are patent protected, which provides a period of market exclusivity during which time they are sold with little or no competition for the compound, although there typically are other participants in the therapeutic area. Additionally, brand products may benefit from other periods of non-patent market exclusivity. Exclusivity normally provides brand products with the ability to maintain their profitability for relatively long periods of time and brand products typically continue to play a significant role in the market due to physician and consumer loyalties after the end of patent protection or other market exclusivities.

Generic pharmaceutical products are the chemical and therapeutic equivalents of the brand or a reference listed drug ("RLD"). A reference listed brand drug is an approved drug product listed in the FDA publication entitled Approved Drug Products with Therapeutic Equivalence Evaluations, popularly known as the "Orange Book." The Drug Price Competition and Patent Term Restoration Act of 1984 (the "Hatch-Waxman Act") provides that generic drugs may enter the market after the approval of an ANDA, which requires that bioequivalence to a reference brand drug be demonstrated and the expiration, invalidation or non-infringement of any patents on the corresponding reference brand drug, or the end of any other relevant market exclusivity periods related to the reference brand drug. Generic drugs are bioequivalent to their reference brand name counterparts. Accordingly, generic products provide a safe, effective and cost-efficient alternative to users of these reference brand products. Branded generic pharmaceutical products are generic products that are more responsive to the promotion efforts generally used to promote brand products. Growth in the generic pharmaceutical industry has been and will continue to be driven by the increased market acceptance of generic drugs, as well as the number of brand drugs for which patent terms and/or other market exclusivities have expired.

We obtain new generic products primarily through internal product development. Additionally, we license or co-develop products through arrangements with other companies. All applications for FDA approval must contain information relating to product formulation, raw material suppliers, stability, manufacturing processes, packaging, labeling and quality control. Information to support the bioequivalence of generic drug products or the safety and effectiveness of new drug products for their intended use is also required to be submitted. There are generally two types of applications used for obtaining FDA approval of new products:

New Drug Application ("NDA") — An NDA is filed when approval is sought to market a newly developed branded product and, in certain instances, for a new dosage form, a new delivery system or a new indication for a previously approved drug.

ANDA — An ANDA is filed when approval is sought to market a generic equivalent of a drug product previously approved under an NDA and listed in the FDA's Orange Book or for a new dosage strength for a drug previously approved under an ANDA.

The ANDA development process is generally less time-consuming and complex than the NDA development process. It typically does not require new preclinical and clinical studies, because it relies on the studies establishing safety and efficacy conducted for the RLD previously approved through the NDA process. The ANDA process, however, does typically require one or more bioequivalence studies to show that the ANDA drug is bioequivalent to the previously approved reference listed brand drug. Bioequivalence studies compare the bioavailability of the proposed drug product with that of the RLD product containing the same active ingredient. Bioavailability is a measure of the rate and extent to which the active ingredient or active moiety is absorbed from a drug product and becomes available at the site of action. Thus, a demonstration of bioequivalence confirms the absence of a significant difference between the proposed product and the reference listed brand drug in terms of the rate and extent to which the active ingredient or active moiety becomes available at the site of drug action when administered at the same molar dose under similar conditions.

Generic products are generally introduced to the marketplace at the expiration of patent protection for the brand product or at the end of a period of non-patent market exclusivity. However, if an ANDA applicant files an ANDA containing a certification of invalidity, non-infringement or unenforceability related to a patent listed in the Orange Book with respect to a reference drug product, the applicant may be able to market the generic equivalent prior to the expiration of patent protection for the brand product. Such patent certification is commonly referred to as a Paragraph IV certification. If the holder of the NDA sues, claiming infringement or invalidation, within 45 days of notification by the applicant, the FDA may not approve the ANDA application until the earlier of the rendering of a court decision favorable to the ANDA applicant or the expiration of 30 months. An ANDA applicant that is first to file a Paragraph IV certification is eligible for a period of generic marketing exclusivity. This exclusivity, which under certain circumstances may be required to be shared with other applicable ANDA sponsors with Paragraph IV certifications, lasts for 180 days, during which the FDA cannot grant final approval to other ANDA sponsors holding applications for a generic equivalent to the same reference drug.

In addition to patent exclusivity, the holder of the NDA for the listed drug may be entitled to a period of non-patent market exclusivity, during which the FDA cannot approve an application for a generic version product. If the reference drug is a new chemical entity, the FDA may not accept an ANDA for a generic product for up to five years following approval of the NDA for the new chemical entity. If it is not a new chemical entity, but the holder of the NDA conducted clinical trials essential to approval of the NDA or a supplement thereto, the FDA may not approve an ANDA for reference NDA product before the expiration of three years. Certain other periods of exclusivity may be available if the RLD is indicated for treatment of a rare disease or the sponsor conducts pediatric studies in accordance with FDA requirements.

Supplemental ANDAs are required for approval of various types of changes to an approved application and these supplements may be under review for six months or more. In addition, certain types of changes may only be approved once new bioequivalence studies are conducted or other requirements are satisfied.

A number of branded pharmaceutical patent expirations are expected over the next several years. These patent expirations should provide additional generic product opportunities. We intend to concentrate our generic product development activities on branded products with significant sales in specialized or growing markets or in areas that offer significant opportunities and other competitive advantages. In addition, we intend to continue to focus our development efforts on technically difficult-to-formulate products or products that require advanced manufacturing technology.

The Biologic License Application ("BLA") regulatory pathway was created to review and approve new applications for drugs that are typically produced in living cells. In 2010, in the context of the adoption of the Patient Protection and Affordable Care Act — H.R. 3590 and the Healthcare and Education Reconciliation Act of 2010 — H.R. 4872, an abbreviated pathway for the approval of generic versions of BLA-approved products ("biosimilars") in the U.S. was created. This happened after legislation or regulatory guidance for abbreviated pathways for generic biologics were adopted in the past years in the EU, Japan and Canada. The FDA is working to implement these provisions and Mylan is a very active participant in this process.

An additional requirement for FDA approval of NDAs and ANDAs is that our manufacturing procedures and operations conform to FDA requirements and guidelines, generally referred to as current Good Manufacturing Practices

("cGMP"). The requirements for FDA approval encompass all aspects of the production process, including validation and recordkeeping, the standards around which are continuously changing and evolving.

Facilities, procedures, operations and/or testing of products are subject to periodic inspection by the FDA, the Drug Enforcement Administration ("DEA") and other authorities. In addition, the FDA conducts pre-approval and post-approval reviews and plant inspections to determine whether our systems and processes are in compliance with cGMP and other FDA regulations. Our suppliers are subject to similar regulations and periodic inspections.

In 2012, the U.S. President signed the Food and Drug Administration Safety and Innovation Act ("FDASIA"). This legislation was intended to enhance the safety and security of the U.S. drug supply chain by holding all drug manufacturers suppling products to the U.S. to the same FDA inspection standards. Specifically, prior to the passage of FDASIA, U.S. law required U.S. based manufacturers to be inspected by FDA every two years but remained silent with respect to foreign manufacturers, causing some foreign manufacturers to go as many as nine years without a routine FDA cGMP inspection, according to the Government Accountability Office.

FDASIA also includes the Generic Drug User Fee Agreement ("GDUFA"), a novel user fee program to provide FDA with approximately $1.5 billion in total user fees through 2018 focused on three key aims:

Safety – Ensure that industry participants, foreign or domestic, are held to consistent quality standards and are inspected with foreign and domestic parity using a risk-based approach.

Access – Expedite the availability of generic drugs by bringing greater predictability to the review times for abbreviated new drug applications, amendments and supplements and improving timeliness in the review process.

Transparency – Enhance FDA's visibility into the complex global supply environment by requiring the identification of facilities involved in the manufacture of drugs and associated APIs, and improve FDA's communications and feedback with industry.

Under GDUFA, 70% of the total fees will be derived from facility fees paid by FDF manufacturers and API facilities listed or referenced in a pending or approved generic drug applications. The remaining 30% of the total fees will be derived from application fees, including generic drug application fees, prior approval supplement fees and drug master file fees.

In Canada, the registration process for approval of all generic pharmaceuticals has two tracks that proceed in parallel. The first track of the process involves an examination of the proposed generic product by Health Canada to ensure that the quality, safety and efficacy of the proposed generic product meets Canadian standards and bioequivalence requirements and the second track concerns patent rights of the brand drug owner. Companies may submit an application called an abbreviated new drug submission ("ANDS") to Health Canada for sale of the drug in Canada by comparing the drug to another drug marketed in Canada under a Notice of Compliance ("NOC") issued to a first person. When Health Canada is satisfied that the generic pharmaceutical product described in the ANDS satisfies the statutory requirements, it issues an NOC for that product for the uses specified in the ANDS, subject to any court order that may be made in the second track of the approval process.

The second track of the approval process is governed by the Patented Medicines NOC Regulations ("Regulations"). The owner or exclusive licensee of patents relating to the brand drug for which it has an NOC may have established a list of patents administered by Health Canada enumerating all the patents claiming the medicinal ingredient, formulation, dosage form or the use of the medicinal ingredient. It is possible that even though the patent for the API may have expired, the originator may have other patents on the list which relate to new forms of the API, a formulation or additional uses. Most brand name drugs have an associated patent list containing one or more unexpired patents claiming the medicinal ingredient itself or a use of the medicinal ingredient (a claim for the use of the medicinal ingredient for the diagnosis, treatment, mitigation or prevention of a disease, disorder or abnormal physical state or its symptoms). In its ANDS, a generic applicant must make at least one of the statutory allegations with respect to each patent on the patent list, for example, alleging that the patent is invalid or would not be infringed and explaining the basis for that allegation. In conjunction with filing its ANDS, the generic applicant is required to serve the originator a Notice of Allegation ("NOA"), which gives a detailed statement of the factual and legal basis for its allegations in the ANDS. The originator may commence a court application within 45 days after it has been served with the NOA, if it takes the position that the allegations are not justified. When the application is filed in court and served on Health Canada, Health Canada may not issue an NOC until the earlier of the determination of the application by the court after a hearing or the expiration of 24 months from the commencement of the application. The period may be shortened or lengthened by the court in certain circumstances. An NOC can be obtained for a generic product only if the generic respondent is successful in dismissing the application under the Regulations in court. The legal costs incurred in connection with the application could be substantial.

Section C.08.004.1 of the Canadian Food and Drug Regulations is the so-called data protection provision, and the current version of this section applies in respect of all drugs for which an NOC was issued on or after June 17, 2006. A subsequent applicant for approval to market a drug for which an NOC has already been issued does not need to perform duplicate clinical trials similar to those conducted by the first NOC holder, but is permitted to demonstrate safety and efficacy by submitting data demonstrating that its formulation is bioequivalent to the formulation that was issued for the first NOC. The first party to obtain an NOC for a drug will have an eight-year period of exclusivity starting from the date it received its NOC based on those clinical data. A subsequent applicant for approval who seeks to establish safety and efficacy by comparing its product to the product that received the first NOC will not be able to file its own application until six years following the issuance of the first NOC have expired. The Minister of Health will not be permitted to issue an NOC to that applicant until eight years following the issuance of the first NOC have expired — this additional two-year period will correspond in most cases to the 24-month automatic stay under the Regulations. If the first person provides the Minister with the description and results of clinical trials relating to the use of the drug in pediatric populations, it will be entitled to an extra six months of data protection. A drug is only entitled to data protection so long as it is being marketed in Canada.

Facilities, procedures, operations and/or testing of products are subject to periodic inspection by Health Canada and the Health Products and Food Branch Inspectorate. In addition, Health Canada conducts pre-approval and post-approval reviews and plant inspections to determine whether our systems are in compliance with the good manufacturing practices in Canada, Drug Establishment Licensing (“EL”) requirements and other provisions of the Regulations. Competitors are subject to similar regulations and inspections.

The provinces and territories in Canada operate drug benefit programs through which eligible recipients receive drugs through public funding; these drugs are listed on provincial or territorial Drug Benefit Formularies (each, a “Formulary”). Eligible recipients include seniors, persons on social assistance, low-income earners and those with certain specified conditions or diseases. Formulary listings are also used by private payors to reimburse generic products. To be listed in a Formulary, drug products must have been issued an NOC and must comply with each jurisdiction’s individual review process.

The primary regulatory approval for pharmaceutical manufacturers, distributors and importers selling pharmaceuticals to be marketed in Canada is the issuance of an EL. An EL is issued once Health Canada has approved the facility in which the pharmaceuticals are manufactured, distributed or imported. A key requirement for approval of a facility is compliance with the good manufacturing practices in Canada. For pharmaceuticals that are imported, the license for the importing facility must list all foreign sites at which imported pharmaceuticals are manufactured. To be listed, a foreign site must demonstrate compliance with the good manufacturing practices in Canada.

EMEA

The EU presents complex challenges from a regulatory perspective. There is over-arching legislation which is then implemented at a local level by the 28 individual member states, Iceland, Liechtenstein and Norway. Between 1995 and 1998, the legislation was revised in an attempt to simplify and harmonize product registration. This revised legislation introduced the mutual recognition (“MR”) procedure, whereby after submission and approval by the authorities of the so-called reference member state (“RMS”), further applications can be submitted into the other chosen member states (known as concerned member states (“CMS”)). Theoretically, the authorization of the RMS should be mutually recognized by the CMS. More typically, however, a degree of re-evaluation is carried out by the CMS. In November 2005, this legislation was further revised. In addition to the MR procedure, the decentralized procedure (“DCP”) was introduced. The DCP is also led by the RMS, but applications are simultaneously submitted to all selected countries, provided that no national marketing authorization has been granted yet for the medicinal product in question. From 2005, the centralized procedure operated by the European Medicines Agency (“EMA”) became available for generic versions of innovator products approved through the centralized authorization procedure. The centralized procedure results in a single marketing authorization, which, once granted, can be used by the marketing-authorization holder to file for individual country reimbursement and make the medicine available in all the EU countries listed on the application.

In the EU, as well as many other locations around the world, the manufacture and sale of pharmaceutical products is regulated in a manner substantially similar to that of the U.S. requirements, which generally prohibit the handling, manufacture, marketing and importation of any pharmaceutical product unless it is properly registered in accordance with applicable law. The registration file relating to any particular product must contain medical data related to product efficacy and safety, including results of clinical testing and references to medical publications, as well as detailed information regarding production methods and quality control. Health ministries are authorized to cancel the registration of a product if it is found to be harmful or ineffective or if it is manufactured or marketed other than in accordance with registration conditions.

Pursuant to the MR procedure, a marketing authorization is first sought in one member state from the national regulatory agency (the RMS). The RMS makes its assessment report on the quality, efficacy and safety of the medicinal product available to the other CMSs where marketing authorizations are also sought under the MR procedure.

The DCP is based on the same fundamental idea as the MR procedure. In contrast to the MR procedure, however, the DCP requires that no national marketing authorization has yet been granted for the medicinal product. The pharmaceutical company applies for marketing authorization simultaneously in all the member states of the EU in which it wants to market the product. After consultation with the pharmaceutical company, one of the member states concerned in the DCP will become the RMS. The competent agency of the RMS undertakes the scientific evaluation of the medicinal product on behalf of the other CMSs and coordinates the procedure. If all the member states involved (RMS and CMS) agree to grant marketing authorizations, this decision forms the basis for the granting of the national marketing authorizations in the respective member states.

Neither the MR nor DCPs result in automatic approval in all member states. If any member state has objections, particularly in relation to potential serious risk to public health, which cannot be resolved within the procedure scope and timelines, they will be referred to the coordination group for MR and DCPs and reviewed in a 60-day procedure. If this 60-day procedure does not result in a consensus by all member states, the product can be marketed in the countries whose health authorities agree that the product can be licensed. The issue raised will then enter a second referral procedure.

As with the MR procedure, the advantage of the DCP is that the pharmaceutical company receives identical marketing authorizations for its medicinal product in all the member states of the EU in which it wants to market the product. This leads to considerable streamlining of all regulatory activities in regard to the product. Variations, line extensions, renewals, etc. are also handled in a coordinated manner with the RMS leading the activity.

Once a DCP has been completed, the pharmaceutical company can subsequently apply for marketing authorizations for the medicinal product in additional EU member states by means of the MR procedure.

All products, whether centrally authorized or authorized by the MR or DCP, may only be sold in other member states if the product information is in the official language of the state in which the product will be sold, which effectively requires specific packaging and labeling of the product.

Under the national procedure, a company applies for a marketing authorization in one member state. The national procedure can now only be used if the pharmaceutical company does not seek authorization in more than one member state. If it does seek wider marketing authorizations, it must use the MR or DCP.

Before a generic pharmaceutical product can be marketed in the EU, a marketing authorization must be obtained. If a generic pharmaceutical product is shown to be essentially the same as, or bioequivalent to, one that is already on the market and which has been authorized in the EU for a specified number of years, as explained in the section on data exclusivity below, no further preclinical or clinical trials are required for that new generic pharmaceutical product to be authorized. The generic applicant can file an abridged application for marketing authorization, but in order to take advantage of the abridged procedure, the generic manufacturer must demonstrate specific similarities, including bioequivalence, to the already authorized product. Access to clinical data of the reference drug is governed by the European laws relating to data exclusivity, which are outlined below. Other products, such as new dosages of established products, must be subjected to further testing, and “bridging data” in respect of these further tests must be submitted along with the abridged application.

An applicant for a generic marketing authorization currently cannot avail itself of the abridged procedure in the EU by relying on the originator pharmaceutical company’s data until expiry of the relevant period of exclusivity given to that data. For products first authorized prior to October 30, 2005, this period is six or ten years (depending on the member state in question and/or the regulatory procedure used by the originator) after the grant of the first marketing authorization sought for the relevant product, due to data exclusivity provisions which have been in place. From October 30, 2005, the implementation of a new EU directive (2004/27/EC) harmonized the data exclusivity period for originator pharmaceutical products throughout the EU member states, which were legally obliged to have implemented the directive by October 30, 2005. The new regime for data exclusivity provides for an eight-year data exclusivity period commencing from the grant of first marketing authorization. After the eight-year period has expired, a generic applicant can refer to the data of the originator pharmaceutical company in order to file an abridged application for approval of its generic equivalent product. Yet, conducting the necessary studies and trials for an abridged application, within the data exclusivity period, is not regarded as contrary to patent rights or to supplementary protection certificates for medicinal products. However, the applicant will not be able to launch its product for an additional two years. This ten-year total period may be extended to 11 years if the original marketing authorization holder obtains, within those initial eight years, a further authorization for a new therapeutic use of the product which is shown to be of

significant clinical benefit. Further, specific data exclusivity for one year may be obtained for a new indication for a well-established substance, provided that significant preclinical or clinical studies were carried out in relation to the new indication. This new regime for data exclusivity applies to products first authorized after October 30, 2005.

In addition to obtaining approval for each product, in most EU countries the pharmaceutical product manufacturer's facilities must obtain approval from the national supervisory authority. The EU has a code of good manufacturing practice, with which the marketing authorization holder must comply. Regulatory authorities in the EU may conduct inspections of the manufacturing facilities to review procedures, operating systems and personnel qualifications.

In order to control expenditures on pharmaceuticals, most member states in the EU regulate the pricing and reimbursement of products and in some cases limit the range of different forms of drugs available for prescription by national health services. These controls can result in considerable price differences between member states. In addition, in past years, as part of overall programs to reduce health care costs, certain European governments have prohibited price increases and have introduced various systems designed to lower prices. Some European governments have also set minimum targets for generics prescribing.

Certain markets in which Mylan does business have recently undergone, some for the first time, or will soon undergo, government-imposed price reductions or similar pricing pressures on pharmaceutical products. In addition, a number of markets in which we operate have implemented or may implement tender, or tender-like, systems for generic pharmaceuticals in an effort to lower prices. Such measures are likely to have a negative impact on sales and gross profit in these markets. However, some pro-generic government initiatives in certain markets could help to offset some of this unfavorable effect by potentially increasing generic utilization.

Rest of World

Australia

The pharmaceutical industry is one of the most highly regulated industries in Australia. The Australian government is heavily involved in the operation of the industry, through the registration of medicines and licensing of manufacturing facilities, as well as subsidizing patient cost of most prescription medicines sold in Australia. The Australian government authority, the Therapeutic Goods Administration (the "TGA"), regulates the quality, safety and efficacy of therapeutic goods and is responsible for granting authorization to market pharmaceutical products in Australia and for inspecting and approving manufacturing facilities.

The TGA operates according to the Commonwealth of Australia's Therapeutic Goods Act 1989 (Cth) (the "Act"). Specifically the Act regulates the registration, listing, quality, safety, efficacy, promotion and sale of therapeutic goods, including pharmaceuticals, supplied in Australia. The TGA carries out a range of assessment and monitoring activities to ensure that therapeutic goods available in Australia are of an acceptable standard with a goal of ensuring that the Australian community has access within a reasonable time to therapeutic advances. Australian manufacturers of all medicines must be licensed under Part 3-3 of the Act and their manufacturing processes must comply with the principles of the good manufacturing practices in Australia. Similar standards and audits apply for both domestic and foreign manufactured products.

Generic medicines are subject to an abbreviated review process by the TGA, if the product can demonstrate essential similarity to the originator brand. Essential similarity means the same active ingredient in the same dose form, delivering the active ingredient to the patient at the same rate and extent, compared to the original brand. If proven, safety and efficacy is assumed to be the same.

All therapeutic goods manufactured for supply in Australia must be listed or registered in the Australian Register of Therapeutic Goods (the "ARTG"), before they can be promoted or supplied for use and/or sale in Australia. The ARTG is a database kept for the purpose of compiling information in relation to therapeutic goods for use in humans and lists therapeutic goods which are approved for supply in Australia.

Medicines assessed as having a higher level of risk must be registered, while those with a lower level of risk can be listed. The majority of listed medicines are self-selected by consumers and used for self-treatment. In assessing the level of risk, factors such as the strength of a product, side effects, potential harm through prolonged use, toxicity and the seriousness of the medical condition for which the product is intended to be used are taken into account.

Labeling, packaging and advertising of pharmaceutical products are also regulated by the Act and other relevant statutes including fair trading laws and pharmaceutical industry codes.

Australia has a five-year data exclusivity period, whereby any data relating to a pharmaceutical product cannot be referred to or used in the examination by the TGA of another company's dossier, until five years after the original product was approved.

The Pharmaceutical Benefits Scheme (the “PBS”), which has been in place since 1948, subsidizes the cost to consumers of medicines listed on the PBS, if the medicines have demonstrated acceptable clinical need, cost and effectiveness. The goal of the PBS is to make medicines available at the lowest cost compatible with reliable supply and to base access on medical need rather than ability to pay.

The government exerts a significant degree of control over the pharmaceuticals market through the PBS. More than 80% of all prescription medicine sold in Australia is reimbursed by the PBS. The PBS is operated under the Commonwealth of Australia's National Health Act 1953. This statute governs matters such as who may sell pharmaceutical products, the prices at which pharmaceutical products may be sold to consumers and the prices government pays manufacturers, wholesalers and pharmacists for subsidized medicines.

If a new medicine is to be considered for listing on the PBS, the price is determined through a full health economic analysis submitted to the government's advisory committee, the Pharmaceutical Benefits Advisory Committee (the “PBAC”), based on incremental benefit to health outcome. If the incremental benefit justifies the price requested, the PBAC then makes a recommendation to the government to consider listing the product on the PBS. Prior to finalizing listing conditions, negotiations commence between the Pharmaceutical Benefits Pricing Authority and pharmaceutical suppliers to determine specific pricing details and any risk sharing arrangements necessary to ensure the continued cost effective utilization of the new medicine. The Australian government's purchasing power is used to obtain lower prices as a means of controlling the cost of the program. The PBS also stipulates the wholesaler margin for drugs listed on the PBS. Wholesalers therefore have little pricing power over the majority of their product range and as a result are unable to increase profitability by increasing prices.

Following entry of the first generic products onto the market, the PBS price reimbursed to pharmacies decreases by 16% for both the originator product and generic products with a brand equivalence indicator permitting substitution at the pharmacy level. Thereafter, both the originator and generic suppliers are required to disclose pricing information relating to the sale of medicines to the Price Disclosure Data Administrator, and 18 months after initial generic entry, there is a further PBS price reduction based on the weighted average disclosed price if the weighted average disclosed price is 10% or more below the existing PBS price. Ongoing price disclosure cycles and calculation of the weighted average disclosed price occur every 6 months, and further reductions are made to the PBS price whenever the weighted average disclosed price is 10% or more below the existing PBS price. Legislation is currently before the Australian Parliament to reduce the time between initial generic entry and the first weighted average disclosed price reduction to 12 months, from the current 18 months. If the legislation is passed by the Australian Parliament, the first price reductions under the new legislation will take place on October 1, 2014. The price disclosure system has had, and will continue to have for several years beyond 2014, a negative impact on sales and gross profit in this market.

Japan

In Japan, we are governed by various laws and regulations, including the Pharmaceutical Affairs Law (Law No. 145, 1960), as amended, and the Products Liability Law (Law No. 85, 1994).

Under the Pharmaceutical Affairs Law, the retailing or supply of a pharmaceutical that a person has manufactured (including manufacturing under license) or imported is defined as “marketing,” and in order to market pharmaceuticals, one has to obtain a license, which we refer to herein as a Marketing License, from the Minister of Health, Labour and Welfare (the “MHLW”). The authority to grant the Marketing License is delegated to prefectural governors; therefore, the relevant application must be filed with the relevant prefectural governor. A Marketing License will not be granted if the quality control system for the pharmaceutical for which the Marketing License has been applied or the post-marketing safety management system for the relevant pharmaceutical does not comply with the standards specified by the relevant Ministerial Ordinance made under the Pharmaceutical Affairs Law.

In addition to the Marketing License, a person intending to market a pharmaceutical must, for each product, obtain marketing approval from the MHLW with respect to such marketing, which we refer to herein as Marketing Approval. Marketing Approval is granted subject to examination of the name, ingredients, quantities, structure, administration and dosage, method of use, indications and effects, performance and adverse reactions, and the quality, efficacy and safety of the pharmaceutical. A person intending to obtain Marketing Approval must attach materials, such as data related to the results of clinical trials (including a bioequivalence study, in the case of generic pharmaceuticals) or conditions of usage in foreign

countries. Japan provides for market exclusivity through a re- examination system, which prevents the entry of generic pharmaceuticals until the end of the re-examination period, which can be up to eight years, and ten years in the case of drugs used to treat rare diseases ("orphan drugs").

The authority to grant Marketing Approval in relation to pharmaceuticals for certain specified purposes (e.g., cold medicines and decongestants) is delegated to the prefectural governors by the MHLW, and applications in relation to such pharmaceuticals must be filed with the governor of the relevant prefecture where the relevant company's head office is located. Applications for pharmaceuticals for which the authority to grant the Marketing Approval remains with the MHLW must be filed with the Pharmaceuticals and Medical Devices Agency. When an application is submitted for a pharmaceutical whose active ingredients, quantities, administration and dosage, method of use, indications and effects are distinctly different from those of pharmaceuticals which have already been approved, the MHLW must seek the opinion of the Pharmaceutical Affairs and Food Sanitation Council.

The Pharmaceutical Affairs Law provides that when (a) the pharmaceutical that is the subject of an application is shown not to result in the indicated effects or performance indicated in the application, (b) the pharmaceutical is found to have no value as a pharmaceutical because it has harmful effects outweighing its indicated effects or performance, or (c) in addition to (a) and (b) above, when the pharmaceutical falls within the category designated by the relevant Ministerial Ordinance as not being appropriate as a pharmaceutical, Marketing Approval shall not be granted.

The MHLW must cancel a Marketing Approval, after hearing the opinion of the Pharmaceutical Affairs and Food Sanitation Council, when the MHLW finds that the relevant pharmaceutical falls under any of (a) through (c) above. In addition, the MHLW can order the amendment of a Marketing Approval when it is necessary to do so from the viewpoint of public health and hygiene. Moreover, the MHLW can order the cancellation or amendment of a Marketing Approval when (1) the necessary materials for re-examination or re-evaluation, which the MHLW has ordered considering the character of pharmaceuticals, have not been submitted, false materials have been submitted or the materials submitted do not comply with the criteria specified by the MHLW, (2) the relevant company's Marketing License has expired or has been canceled (a Marketing License needs to be renewed every five years), (3) the regulations regarding investigations of facilities in relation to manufacturing management standards or quality control have been violated, (4) the conditions set in relation to the Marketing Approval have been violated, or (5) the relevant pharmaceutical has not been marketed for three consecutive years without a due reason.

Doctors and pharmacists providing medical services pursuant to national health insurance are prohibited from using pharmaceuticals other than those specified by the MHLW. The MHLW also specifies the standards of pharmaceutical prices, which we refer to herein as Drug Price Standards. The Drug Price Standards are used as the basis of the calculation of the price paid by medical insurance for pharmaceuticals. The governmental policy relating to medical services and the health insurance system, as well as the Drug Price Standards, is revised every two years.

Brazil

In Brazil, pharmaceutical manufacturers and products are regulated by the National Agency of Sanitary Surveillance ("ANVISA"). ANVISA is a governmental body directly linked to the Ministry of Health, responsible for promoting the protection of the health of the population through the sanitary control of production, storage, distribution, importation and marketing of products and services subject to sanitary surveillance. ANVISA is responsible for registering drugs and supervising quality control, as well as issuing licenses to companies for the manufacturing, handling, packaging, distribution, advertising, importation and exportation of pharmaceutical products.

API

The primary regulatory oversight of API manufacturers is through inspection of the manufacturing facility in which APIs are produced, as well as the manufacturing processes and standards employed in the facility. The regulatory process by which API manufacturers generally register their products for commercial sale in the U.S. and other similarly regulated countries is via the filing of a DMF. DMFs are confidential documents containing information on the manufacturing facility and processes used in the manufacture, characterization, quality control, packaging and storage of an API. The DMF is reviewed for completeness by the FDA, or other similar regulatory agencies in other countries, in conjunction with applications filed by FDF manufacturers, requesting approval to use the given API in the production of their drug products.

Specialty Segment

The process required by the FDA before a pharmaceutical product with active ingredients that have not been previously approved may be marketed in the U.S. generally involves the following:

- laboratory and preclinical tests;
- submission of an Investigational New Drug ("IND") application, which must become effective before clinical studies may begin;
- adequate and well-controlled human clinical studies to establish the safety and efficacy of the proposed product for its intended use;
- submission of an NDA containing the results of the preclinical tests and clinical studies establishing the safety and efficacy of the proposed product for its intended use, as well as extensive data addressing matters such as manufacturing and quality assurance;
- scale-up to commercial manufacturing; and
- FDA approval of an NDA.

Preclinical tests include laboratory evaluation of the product and its chemistry, formulation and stability, as well as toxicology and pharmacology studies to help define the pharmacological profile of the drug and assess the potential safety and efficacy of the product. The results of these studies are submitted to the FDA as part of the IND. They must demonstrate that the product delivers sufficient quantities of the drug to the bloodstream or intended site of action to produce the desired therapeutic results, before human clinical trials may begin. These studies must also provide the appropriate supportive safety information necessary for the FDA to determine whether the clinical studies proposed to be conducted under the IND can safely proceed. The IND automatically becomes effective 30 days after receipt by the FDA unless the FDA, during that 30-day period, raises concerns or questions about the conduct of the proposed trials, as outlined in the IND. In such cases, the IND sponsor and the FDA must resolve any outstanding concerns before clinical trials may begin. In addition, an independent institutional review board must review and approve any clinical study prior to initiation.

Human clinical studies are typically conducted in three sequential phases, which may overlap:

- *Phase I* – The drug is initially introduced into a relatively small number of healthy human subjects or patients and is tested for safety, dosage tolerance, mechanism of action, absorption, metabolism, distribution and excretion.
- *Phase II* – Studies are performed with a limited patient population to identify possible adverse effects and safety risks, to assess the efficacy of the product for specific targeted diseases or conditions, and to determine dosage tolerance and optimal dosage.
- *Phase III* – When Phase II evaluations demonstrate that a dosage range of the product is effective and has an acceptable safety profile, Phase III trials are undertaken to evaluate further dosage and clinical efficacy and to test further for safety in an expanded patient population at geographically dispersed clinical study sites.

The results of the product development, preclinical studies and clinical studies are then submitted to the FDA as part of the NDA. The NDA drug development and approval process could take from three to more than ten years.

Research and Development

R&D efforts are conducted on a global basis, primarily to enable us to develop, manufacture and market approved pharmaceutical products in accordance with applicable government regulations. We have significantly bolstered our global R&D capabilities over the past several years, in particular in the injectables area, through the 2013 acquisition of Agila and the 2010 acquisition of Bioniche Pharma. With the recent acquisition of Agila, Mylan has the capability to develop and commercialize a broad range of injectable compounds and injectable dosage form types. Through our 2011 acquisition of the respiratory delivery platform, we have the capability to develop and commercialize respiratory therapies. In the U.S., our largest market, the FDA is the principal regulatory body with respect to pharmaceutical products. Each of our other markets has separate pharmaceutical regulatory bodies, including, but not limited to, the Agence Nationale de Securite du Medicament et de Sante in France, Health Canada, the Medicines and Healthcare products Regulatory Agency in the U.K., the EMA (a decentralized body of the EU), the Bundesinstitut für Arzneimittel und Medizinprodukte in Germany, the Irish Medicines Board in Ireland, the Agenzia Italiana del Farmaco in Italy, the Agencia Española de Medicamentos y Productos Sanitarios in Spain,

the TGA in Australia, the MHLW in Japan, Drug Controller General of India, ANVISA in Brazil and the World Health Organization ("WHO"), the regulatory body of the United Nations.

Our global R&D strategy emphasizes the following areas:

- development of both branded and generic finished dose products for the global marketplace, including ARV programs;
- development of pharmaceutical products that are technically difficult to formulate or manufacture because of either unusual factors that affect their stability or bioequivalence or unusually stringent regulatory requirements;
- development of novel controlled-release technologies and the application of these technologies to reference products;
- development of drugs that target smaller, specialized or underserved markets;
- development of generic drugs that represent first-to-file opportunities in the U.S. market;
- expansion of the existing oral solid dosage product portfolio, including with respect to additional dosage strengths;
- development of injectable products;
- development of unit dose oral inhalation products for nebulization;
- development of APIs;
- development of compounds using a dry powder inhaler and/or metered-dose inhaler for the treatment of asthma and COPD and other respiratory therapies;
- development of monoclonal anti-bodies ("biologics");
- completion of additional preclinical and clinical studies for approved NDA products required by the FDA, known as post-approval (Phase IV) commitments; and
- conducting life-cycle management studies intended to further define the profile of products subject to pending or approved NDAs.

The success of generic biologics in the marketplace and our ability to be successful in this emerging market will depend on the implementation of balanced scientific standards for approval, while not imposing excessive clinical testing demands or other hurdles for well-established products. Furthermore, an efficient patent resolution mechanism and a well-defined mechanism to grant interchangeability after the establishment of biosimilarity with the reference biological product will be key elements determining our future success in this area.

We have a robust generic pipeline. As of December 31, 2013, we had approximately 1,500 country level product approvals pending. During 2013, we completed 568 global country level product submissions, which included 69 in North America, 280 in EMEA and 219 in the Rest of World. These submissions included those for existing products in new markets as well as products new to the Mylan portfolio.

During the year ended December 31, 2013, we received 516 product approvals globally, including individual country level approvals. Of that total, there were 62 approvals in North America, including 32 in the U.S., 308 approvals in EMEA and 146 approvals in the Rest of World of which 98 approvals were for ARV products. The 32 approvals in the U.S. consisted of 22 final ANDA approvals and ten tentative ANDA approvals. The 98 country level ARV approvals received consisted of 25 products in 19 different countries, with no ARV approvals in the U.S. based upon the U.S. President's Emergency Plan for AIDS Relief.

As of December 31, 2013, we had 324 ANDAs pending FDA approval, representing approximately $94.0 billion in annual sales for the brand name equivalents of these products for the year ended December 31, 2013. Of those pending product applications, 41 were first-to-file Paragraph IV ANDA patent challenges, representing approximately $24.1 billion in annual brand sales for the year ended December 31, 2013. The historic branded drug sales are not indicative of future generic sales, but are included to illustrate the size of the branded product market. Our R&D spending was $508 million, $401 million and $295 million in 2013, 2012 and 2011, respectively.

Patents, Trademarks and Licenses

We own or license a number of patents in the U.S. and other countries covering certain products and have also developed brand names and trademarks for other products. Generally, the brand pharmaceutical business relies upon patent protection to ensure market exclusivity for the life of the patent. We consider the overall protection of our patents, trademarks and license rights to be of significant value and act to protect these rights from infringement. However, our business is not dependent upon any single patent, trademark or license.

In the branded pharmaceutical industry, the majority of an innovative product's commercial value is usually realized during the period in which the product has market exclusivity. In the U.S. and some other countries, when market exclusivity expires and generic versions of a product are approved and marketed, there can often be very substantial and rapid declines in the branded product's sales. The rate of this decline varies by country and by therapeutic category; however, following patent expiration, branded products often continue to have market viability based upon the goodwill of the product name, which typically benefits from trademark protection.

An innovator product's market exclusivity is generally determined by two forms of intellectual property: patent rights held by the innovator company and any regulatory forms of exclusivity to which the innovator is entitled.

Patents are a key determinant of market exclusivity for most branded pharmaceuticals. Patents provide the innovator with the right to lawfully exclude others from practicing an invention related to the medicine. Patents may cover, among other things, the active ingredient(s), various uses of a drug product, pharmaceutical formulations, drug delivery mechanisms and processes for (or intermediates useful in) the manufacture of products. Protection for individual products extends for varying periods in accordance with the expiration dates of patents in the various countries. The protection afforded, which may also vary from country to country, depends upon the type of patent, its scope of coverage and the availability of meaningful legal remedies in the country.

Market exclusivity is also sometimes influenced by regulatory intellectual property rights. Many developed countries provide certain non-patent incentives for the development of medicines. For example, the U.S., the EU and Japan each provide for a minimum period of time after the approval of a new drug during which the regulatory agency may not rely upon the innovator's data to approve a competitor's generic copy. Regulatory intellectual property rights are also available in certain markets as incentives for research on new indications, on orphan drugs and on medicines useful in treating pediatric patients. Regulatory intellectual property rights are independent of any patent rights and can be particularly important when a drug lacks broad patent protection. However, most regulatory forms of exclusivity do not prevent a competitor from gaining regulatory approval prior to the expiration of regulatory data exclusivity on the basis of the competitor's own safety and efficacy data on its drug, even when that drug is identical to that marketed by the innovator.

We estimate the likely market exclusivity period for each of our branded products on a case-by-case basis. It is not possible to predict the length of market exclusivity for any of our branded products with certainty because of the complex interaction between patent and regulatory forms of exclusivity and inherent uncertainties concerning patent litigation. There can be no assurance that a particular product will enjoy market exclusivity for the full period of time that we currently estimate or that the exclusivity will be limited to the estimate.

In addition to patents and regulatory forms of exclusivity, we also market products with trademarks. Trademarks have no effect on market exclusivity for a product, but are considered to have marketing value. Trademark protection continues in some countries as long as used; in other countries, as long as registered. Registration is for fixed terms and may be renewed indefinitely.

Customers and Marketing

Generics Segment

In North America, we market products directly to wholesalers, distributors, retail pharmacy chains, long-term care facilities, mail order pharmacies and GPOs. We also market our generic products indirectly to independent pharmacies, managed care organizations, hospitals, nursing homes, pharmacy benefit management companies and government entities. These customers, called "indirect customers," purchase our products primarily through our wholesale customers. In North America, wholesalers and retail drug chains have undergone, and are continuing to undergo, significant consolidation, which may result in these groups gaining additional purchasing leverage.

In EMEA and the Rest of World, generic pharmaceuticals are sold to wholesalers, independent pharmacies and, in certain countries, directly to hospitals. Through a broad network of sales representatives, we adapt our marketing strategy to the different markets as dictated by their respective regulatory and competitive landscapes. Our API are sold primarily to generic FDF manufacturers throughout the world, as well as to other Mylan subsidiaries.

Specialty Segment

Mylan Specialty markets its products to a number of different customer audiences in the U.S., including health care practitioners, wholesalers, pharmacists and pharmacy chains, hospitals, payers, pharmacy benefit manager, health maintenance organizations ("HMOs"), home health care, long-term care and patients. We reach these customers through our field-based sales force and National Accounts team of approximately 370 employees, to increase our customers' understanding of the unique clinical characteristics and benefits of our branded products. Additionally, Mylan Specialty supports educational programs to consumers and patients.

Major Customers

During 2013, 2012 and 2011, sales to Cardinal Health, Inc. represented approximately 15%, 14% and 13% of consolidated net revenues, respectively.

During 2013, 2012 and 2011, sales to McKesson Corporation represented approximately 14%, 13% and 11% of consolidated net revenues, respectively.

Consistent with industry practice, we have a return policy that allows our customers to return product within a specified period prior to and subsequent to the expiration date. See the Application of Critical Accounting Policies section of our "Management's Discussion and Analysis of Results of Operations and Financial Condition" for a discussion of our more significant revenue recognition provisions.

Competition

Our primary competitors include other generic companies (both major multinational generic drug companies and various local generic drug companies) and branded drug companies that continue to sell or license branded pharmaceutical products after patent expirations and other statutory expirations. In the branded space, key competitors are generally other branded drug companies that compete based on their clinical characteristics and benefits.

Competitive factors in the major markets in which we participate can be summarized as follows:

United States. The U.S. pharmaceutical industry is very competitive. Our competitors vary depending upon therapeutic areas and product categories. Primary competitors include the major manufacturers of brand name and generic pharmaceuticals.

The primary means of competition are innovation and development, timely FDA approval, manufacturing capabilities, product quality, marketing, portfolio offering size, customer service, reputation and price. The environment of the U.S. pharmaceutical marketplace is highly sensitive to price. To compete effectively, we rely on cost-effective manufacturing processes to meet the rapidly changing needs of our customers around a reliable, high quality supply of generic pharmaceutical products. With regard to our Specialty segment business, significant sales and marketing effort is required to be directed to each targeted customer segment in order to compete effectively.

Our competitors include other generic manufacturers, as well as brand companies that license their products to generic manufacturers prior to patent expiration or as relevant patents expire. Further regulatory approval is not required for a brand manufacturer to sell its pharmaceutical products directly or through a third-party to the generic market, nor do such manufacturers face any other significant barriers to entry into such market. Related to our Specialty segment business, our competitors include branded manufacturers who offer products for the treatment of COPD and severe allergies, as well as brand companies that license their products to generic manufacturers prior to patent expiration.

The U.S. pharmaceutical market is undergoing, and is expected to continue to undergo, rapid and significant technological changes, and we expect competition to intensify as technological advances are made. We intend to compete in this marketplace by (1) developing therapeutic equivalents to branded products that offer unique marketing opportunities, are difficult to formulate and/or have significant market size, (2) developing or licensing brand pharmaceutical products that are

either patented or proprietary and (3) developing or licensing pharmaceutical products that are primarily for indications having relatively large patient populations or that have limited or inadequate treatments available, among other strategies.

Our sales can be impacted by new studies that indicate that a competitor's product has greater efficacy for treating a disease or particular form of a disease than one of our products. Our sales also can be impacted by additional labeling requirements relating to safety or convenience that may be imposed on our products by the FDA or by similar regulatory agencies. If competitors introduce new products and processes with therapeutic or cost advantages, our products can be subject to progressive price reductions and/or decreased volume of sales.

Medicaid, a U.S. federal health care program, requires all pharmaceutical manufacturers to pay rebates to state Medicaid agencies. The rebates are based on the volume of drugs that are reimbursed by the states for Medicaid beneficiaries. The Patient Protection and Affordable Care Act (the "PPACA") and the Health Care and Education and Reconciliation Act of 2010, which amends the PPACA, raised the rebate percentages for both generic and brand pharmaceuticals effective January 1, 2010. The required rebate is currently 13% of the average manufacturer's price for sales of Medicaid-reimbursed products marketed under ANDAs, up from 11% for periods prior to 2010. Sales of Medicaid-reimbursed products marketed under NDAs require manufacturers to rebate the greater of approximately 23% (up from 15%) of the average manufacturer's price or the difference between the average manufacturer's price and the best price during a specific period. We believe that federal or state governments may continue to enact measures aimed at reducing the cost of drugs to the public.

Under Part D of the Medicare Modernization Act, Medicare beneficiaries are eligible to obtain discounted prescription drug coverage from private sector providers. As a result, usage of pharmaceuticals has increased, which is a trend that we believe will continue to benefit the generic pharmaceutical industry. However, such potential sales increases may be offset by increased pricing pressures, due to the enhanced purchasing power of the private sector providers that are negotiating on behalf of Medicare beneficiaries.

Canada. Canada is a well-established generics market characterized by a number of local and multi-national competitors. The individual Canadian provinces control pharmaceutical pricing and reimbursement. A number of Canada's provinces are moving towards a tender system, which has and may continue to negatively affect the pricing of pharmaceutical products.

France. Generic penetration in France is relatively low compared to other large pharmaceutical markets, with low prices resulting from government initiatives. As pharmacists are the primary customers in this market, established relationships, driven by breadth of portfolio and effective supply chain management, are key competitive advantages.

Italy. The Italian generic market is relatively small due to few incentives for market stakeholders and in part to low prices on available brand name drugs. Also to be considered is the fact that the generic market in Italy suffered a certain delay compared to other European countries due to extended patent protection. The Italian government has put forth only limited measures aimed at increasing generic usage, and as such generic substitution is still in its early stages. Pharmacists will play a key role in future market expansion, due to higher margins provided by generic versus branded products.

United Kingdom. The U.K. is one of the most competitive markets, with low barriers to entry and a high degree of fragmentation. Competition among manufacturers, along with indirect control of pricing by the government, has led to strong downward pricing pressure. Companies in the U.K. will continue to compete on price, with consistent supply chain and breadth of product portfolio also coming into play.

Spain. Spain is a rapidly growing, highly fragmented generic market with many participants. As a result of recent legislative changes, all regions within Spain will move to INN prescribing and substitution, thus making the pharmacists the key driver of generic usage. Within the last two years, the Andalusia region, representing 20% of the total market, has evolved into a tendering commercial model. However, it is currently anticipated that this move will be gradually reversed during the 2014 - 2016 period due to Central Government opposition. Companies compete in Spain based on being first to market, offering a wide portfolio, building strong relationships with customers and providing a consistent supply of quality products.

The Netherlands. The Netherlands market has become highly competitive as a result of a large number of generic players, one of the highest generic penetration rates in Europe and the continued use of a tender system. Under a tender system, health insurers are entitled to issue invitations to tender products. Pricing pressures resulting from an effort to win the tender should drive near-term competition. Mylan is able to play a significant role in tenders but also has strong non-tendered sales which provides further opportunities for growth.

Germany. The German market has become highly competitive as a result of a large number of generic players, one of the highest generic penetration rates in Europe, and the continued use of a tender system. Pricing pressures resulting from an effort to win the tender should drive near-term competition.

Poland. Poland is a mature and well-established generics market characterized by a high level of generic penetration in comparison to other large European pharmaceutical markets. Generic substitution is permitted, but not obligatory and pricing is indirectly controlled by the government. There are a large number of local and multi-national competitors within the market.

India. Intense competition by other API suppliers in the Indian pharmaceuticals market has, in recent years, led to increased pressure on prices. We expect that the exports of API and generic FDF products from India to developed markets will continue to increase. The success of Indian pharmaceutical companies is attributable to established development expertise in chemical synthesis and process engineering, development of FDF, availability of highly skilled labor and the low cost manufacturing base.

The Indian commercial market is a rapidly growing, highly fragmented generic market with a significant number of participants. Companies compete in India based on price, product portfolio and the ability to provide a consistent supply of quality products.

Australia. The Australian generic market is small by international standards, in terms of prescriptions, value and the number of active participants. Patent extensions that delayed patent expiration are somewhat responsible for under-penetration of generic products.

Japan. Historically, government initiatives have kept all drug prices low, resulting in little incentive for generic usage. More recent pro-generic actions by the government should lead to growth in the generics market, in which doctors, pharmacists and hospital purchasers will all play a key role.

Brazil. The Brazilian pharmaceutical market is the largest in South America. Since the entry in force of generic drug laws in Brazil, the generic segment of the pharmaceutical market has grown rapidly. The industry is highly competitive with a broad presence of multinational and national competitors.

Product Liability

Global product liability litigation represents an inherent risk to firms in the pharmaceutical industry. We utilize a combination of self-insurance (including through our wholly owned captive insurance subsidiary) and traditional third-party insurance policies with regard to our product liability claims. Such insurance coverage at any given time reflects market conditions, including cost and availability, existing at the time the policy is written and the decision to obtain commercial insurance coverage or to self-insure varies accordingly.

Raw Materials

Mylan utilizes a global approach to managing relationships with its suppliers. The APIs and other materials and supplies used in our pharmaceutical manufacturing operations are generally available and purchased from many different U.S. and non-U.S. suppliers, including Mylan India. However, in some cases, the raw materials used to manufacture pharmaceutical products are available only from a single supplier. Even when more than one supplier exists, we may choose, and in some cases have chosen, only to list one supplier in our applications submitted to the FDA. Any change in a supplier not previously approved must then be submitted through a formal approval process with the FDA.

Seasonality

Certain parts of our business are affected by seasonality, primarily the Specialty segment and the Rest of World within our Generics segment. The seasonal impact of these particular businesses may affect a quarterly comparison within any fiscal year; however, this impact is generally not material to our annual consolidated results.

Environment

We strive to comply in all material respects with applicable laws and regulations concerning the environment. While it is impossible to predict accurately the future costs associated with environmental compliance and potential remediation activities, compliance with environmental laws is not expected to require significant capital expenditures and has not had, and is not expected to have, a material adverse effect on our operations or competitive position.

Employees

Mylan's global workforce includes more than 20,000 employees and external contractors. Certain production and maintenance employees at our manufacturing facility in Morgantown, West Virginia, are represented by the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and its Local Union 8-957 AFL-CIO under a contract that expires on April 21, 2017. In addition, there are non-U.S. Mylan locations that have employees who are unionized or part of works councils or trade unions.

Securities Exchange Act Reports

Mylan maintains an Internet website at the following address: mylan.com. We make available on or through our Internet website certain reports and amendments to those reports that we file with the Securities and Exchange Commission (the "SEC") in accordance with the Securities Exchange Act of 1934. These include our annual reports on Form 10-K, our quarterly reports on Form 10-Q and our current reports on Form 8-K. We make this information available on our website free of charge, as soon as reasonably practicable after we electronically file the information with, or furnish it to, the SEC. The contents of our website are not incorporated by reference in this Report on Form 10-K and shall not be deemed "filed" under the Securities Exchange Act of 1934.

The public may also read and copy any materials that we file with the SEC at the SEC's Public Reference Room at 100 F Street NE, Washington, D.C. 20549. You may obtain information about the Public Reference Room by contacting the SEC at 1-800-SEC-0330. Reports filed with the SEC are also made available on the SEC website (www.sec.gov).

ITEM 1A. Risk Factors

We operate in a complex and rapidly changing environment that involves risks, many of which are beyond our control. Any of the following risks, if they occur, could have a material adverse effect on our business, financial position, results of operations, or cash flows and could cause the market value of our common stock to decline. These risks should be read in conjunction with the other information in this Annual Report on Form 10-K.

CURRENT AND CHANGING ECONOMIC CONDITIONS MAY ADVERSELY AFFECT OUR INDUSTRY, BUSINESS, PARTNERS AND SUPPLIERS, FINANCIAL POSITION, RESULTS OF OPERATIONS AND/OR CASH FLOW, AND COULD CAUSE THE MARKET VALUE OF OUR COMMON STOCK TO DECLINE.

The global economy continues to experience significant volatility, and the economic environment may continue to be, or become, less favorable than that of past years. Among other matters, the continued risk of a debt default by one or more European countries, related financial restructuring efforts in Europe, and/or evolving deficit and spending reduction programs instituted by the U.S. and other governments could negatively impact the global economy and/or the pharmaceutical industry. This has led, and/or could lead, to reduced consumer and customer spending and/or reduced or eliminated governmental or third party payor coverage or reimbursement in the foreseeable future, and this may include spending on health care, including but not limited to pharmaceutical products. While generic drugs present an alternative to higher-priced branded products, our sales could be negatively impacted if patients forego obtaining health care, patients and customers reduce spending or purchases, and/or if governments and/or third-party payors reduce or eliminate coverage or reimbursement amounts for pharmaceuticals and/or impose price or other controls adversely impacting the price or availability of pharmaceuticals. In addition, reduced consumer and customer spending, and/or reduced government and/or third party payor coverage or reimbursement, and/or new government controls, may drive us and our competitors to decrease prices and/or may reduce the ability of customers to pay and/or may result in reduced demand for our products. The occurrence of any of these risks could have a material adverse effect on our industry, business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

OUR BUSINESS, FINANCIAL POSITION, AND RESULTS OF OPERATIONS ARE SUBJECT TO RISKS ARISING FROM THE INTERNATIONAL SCOPE OF OUR OPERATIONS.

Our operations extend to numerous countries outside the U.S., and are subject to the risks inherent in conducting business globally and under the laws, regulations, and customs of various jurisdictions. These risks include, but are not limited to:

- compliance with a variety of national and local laws of countries in which we do business, including but not limited to restrictions on the import and export of certain intermediates, drugs, and technologies;

- compliance with a variety of U.S. laws including, but not limited to, the Iran Threat Reduction and Syria Human Rights Act of 2012; and rules relating to the use of certain "conflict minerals" under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act;
- changes in laws, regulations, and practices affecting the pharmaceutical industry and the health care system, including but not limited to imports, exports, manufacturing, quality, cost, pricing, reimbursement, approval, inspection, and delivery of health care;
- fluctuations in exchange rates for transactions conducted in currencies other than the functional currency;
- adverse changes in the economies in which we or our partners and suppliers operate as a result of a slowdown in overall growth, a change in government or economic policies, or financial, political, or social change or instability in such countries that affects the markets in which we operate, particularly emerging markets;
- differing local product preferences and product requirements;
- changes in employment laws, wage increases, or rising inflation in the countries in which we or our partners and suppliers operate;
- supply disruptions, and increases in energy and transportation costs;
- natural disasters, including droughts, floods, and earthquakes in the countries in which we operate;
- local disturbances, terrorist attacks, riots, social disruption, or regional hostilities in the countries in which we or our partners and suppliers operate; and
- government uncertainty, including as a result of new or changed laws and regulations.

We also face the risk that some of our competitors have more experience with operations in such countries or with international operations generally and may be able to manage unexpected crises more easily. Furthermore, whether due to language, cultural or other differences, public and other statements that we make may be misinterpreted, misconstrued, or taken out of context in different jurisdictions. Moreover, the internal political stability of, or the relationship between, any country or countries where we conduct business operations may deteriorate. Changes in a country's political stability or the state of relations between any such countries are difficult to predict and could adversely affect our operations. Any such changes could lead to a decline in our profitability and/or adversely impact our ability to do business. Any meaningful deterioration of the political or social stability in and/or diplomatic relations between any countries in which we or our partners and suppliers do business could have a material adverse effect on our operations. The occurrence of any of the above risks could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

OUR SIGNIFICANT OPERATIONS IN INDIA MAY BE ADVERSELY AFFECTED BY REGULATORY, ECONOMIC, SOCIAL, AND POLITICAL UNCERTAINTIES OR CHANGE, MAJOR HOSTILITIES, MILITARY ACTIVITY, AND/OR ACTS OF TERRORISM IN SOUTHERN ASIA.

In recent years, Mylan's Indian subsidiaries have benefited from many policies of the Government of India and the Indian state governments in which they operate, which are designed to promote foreign investment generally, including significant tax incentives, liberalized import and export duties, and preferential rules on foreign investment and repatriation. There is no assurance that such policies will continue. Various factors, such as changes in the current federal government, could trigger significant changes in India's economic liberalization and deregulation policies and disrupt business and economic conditions in India generally and our business in particular.

In addition, our financial performance may be adversely affected by general economic conditions and economic and fiscal and social policy in India, including changes in exchange rates and controls, interest rates and taxation policies, as well as social stability and political, economic, or diplomatic developments affecting India in the future. In particular, India has experienced significant economic growth over the last several years, but faces major challenges in sustaining that growth in the years ahead. These challenges include the need for substantial infrastructure development and improving access to health care and education. Our ability to recruit, train, and retain qualified employees and develop and operate our manufacturing facilities in India could be adversely affected if India does not successfully meet these challenges.

Southern Asia has, from time to time, experienced instances of civil unrest and hostilities among neighboring countries, including India and Pakistan, and within the countries themselves. Rioting, military activity, or terrorist attacks in the future could influence the Indian economy and our operations and employees by disrupting operations and communications and making travel and the conduct of our business more difficult. Resulting political or social tensions could create a greater

perception that investments in companies with Indian operations involve a high degree of risk, and that there is a risk of disruption of services provided by companies with Indian operations, which could impact our customers' willingness to do business with us and have a material adverse effect on the market for our products. Furthermore, if India were to become engaged in armed hostilities, including but not limited to hostilities that were protracted or involved the threat or use of nuclear or other weapons of mass destruction, our Mylan India operations, or our recently acquired Agila operations in India, might not be able to continue. We generally do not have insurance for losses and interruptions caused by terrorist attacks, military conflicts and wars. The occurrence of any of these risks could cause a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

WE MAY NOT BE ABLE TO FULLY REALIZE THE ANTICIPATED BENEFITS OF THE AGILA ACQUISITION.

Our acquisition of Agila is subject to integration risks and costs and uncertainties associated with the operation of acquired businesses. The Agila Acquisition involves the integration of Agila with our existing businesses. We will be required to devote significant management attention and resources to integrating Agila. We may also experience difficulties in combining corporate cultures. Delays or unexpected difficulties in the integration process could adversely affect our business, financial results and financial condition. Even if we are able to integrate Agila's operations successfully into our business, this integration may not result in the realization of the full benefits of synergies, cost savings and operational efficiencies that we expect to realize and these benefits may not be achieved within a reasonable period of time.

On September 9, 2013, the FDA issued a warning letter to Strides Arcolab for its Agila Sterile Manufacturing Facility 2 in Bangalore, India, which we subsequently acquired as part of the Agila Acquisition. This facility is one of Agila's eight FDA-approved sterile manufacturing facilities. Based on our discussions with Agila and review of the letter, we believe that we will be able to work closely with the FDA to fully address the observations in the FDA's letter. No assurances can be provided that the resolution of the issues identified in the FDA's letter will not have a material adverse effect on our global injectables business. Failing to realize the anticipated benefits of the Agila acquisition and/or failing to resolve the issues identified in the FDA's letter could have a material adverse effect on our business, financial position, and results of operations and/or cash flow, and could cause the market value of our common stock to decline

AN INABILITY TO IDENTIFY OR SUCCESSFULLY BID FOR SUITABLE ACQUISITION TARGETS, OR CONSUMMATE AND EFFECTIVELY INTEGRATE RECENT AND FUTURE POTENTIAL ACQUISITIONS, COULD LIMIT OUR FUTURE GROWTH, FINANCIAL POSITION, RESULTS OF OPERATIONS AND/OR CASH FLOW, AND COULD CAUSE THE MARKET VALUE OF OUR COMMON STOCK TO DECLINE.

We may continue to seek to expand our product line and/or business platform through complementary or strategic acquisitions of other companies, products, or assets, including but not limited to those in rapidly developing economies, or through joint ventures, licensing agreements, or other arrangements. Acquisitions or similar arrangements may prove to be complex and time consuming and require substantial resources and effort. We may compete for certain acquisition targets with companies having greater financial resources than us or other advantages over us that may hinder or prevent us from acquiring a target, which could result in significant diversion of management time, as well as substantial out-of-pocket costs, which may not be successful or meet our strategic needs.

If an acquisition is consummated, the integration of such acquired business, product, or other assets into our company may also be complex, time consuming, and result in substantial costs and risks. The integration process may distract management and/or disrupt our ongoing businesses, which may adversely affect our relationships with customers, employees, partners, suppliers, regulators, and others with whom we have business or other dealings. In addition, there are operational risks associated with the integration of acquired businesses. These risks include, but are not limited to, difficulties in achieving or inability to achieve identified or anticipated financial and operating synergies, cost savings, revenue synergies, and growth opportunities; difficulties in consolidating or inability to effectively consolidate information technology and manufacturing platforms, business applications, and corporate infrastructure; the impact of pre-existing legal and/or regulatory issues, such as quality and manufacturing concerns; the risks that acquired companies do not operate to the same quality, manufacturing, or other standards as Mylan; the impacts of substantial indebtedness and assumed liabilities; challenges associated with operating in new markets; and the unanticipated effects of export controls, exchange rate fluctuations, domestic and foreign political conditions, and/or domestic and foreign economic conditions.

We may be unable to realize synergies or other benefits, including but not limited to tax savings, expected to result from acquisitions, joint ventures, or other transactions or investments we may undertake, or we may be unable to generate additional revenue to offset any unanticipated inability to realize these expected synergies or benefits. Realization of the anticipated benefits of acquisitions or other transactions could take longer than expected, and implementation difficulties,

unforeseen expenses, complications and delays, market factors, or deterioration in domestic and global economic conditions could reduce the anticipated benefits of any such transactions. We also may inherit legal, regulatory, and other risks that occurred prior to the acquisition, whether known or unknown to us.

Any one of these challenges or risks could impair our growth and ability to compete, require us to focus additional resources on integration of operations rather than other profitable areas, require us to reexamine our business strategy, or otherwise cause a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

CHARGES TO EARNINGS RESULTING FROM ACQUISITIONS COULD HAVE A MATERIAL ADVERSE EFFECT ON OUR BUSINESS, FINANCIAL POSITION AND RESULTS OF OPERATIONS AND COULD CAUSE THE MARKET VALUE OF OUR COMMON STOCK TO DECLINE.

Under GAAP business acquisition accounting standards, we recognize the identifiable assets acquired, the liabilities assumed, and any noncontrolling interests in acquired companies generally at their acquisition date fair values and, in each case, separately from goodwill. Goodwill as of the acquisition date is measured as the excess amount of consideration transferred, which is also generally measured at fair value, and the net of the acquisition date amounts of the identifiable assets acquired and the liabilities assumed. Our estimates of fair value are based upon assumptions believed to be reasonable but which are inherently uncertain. After we complete an acquisition, the following factors could result in material charges and adversely affect our operating results and may adversely affect our cash flow:

- costs incurred to combine the operations of companies we acquire, such as transitional employee expenses and employee retention, redeployment or relocation expenses;
- impairment of goodwill or intangible assets, including acquired in-process research and development (“IPR&D”);
- amortization of intangible assets acquired;
- a reduction in the useful lives of intangible assets acquired;
- identification of or changes to assumed contingent liabilities, including, but not limited to, contingent purchase price consideration, income tax contingencies and other non-income tax contingencies, after our final determination of the amounts for these contingencies or the conclusion of the measurement period (generally up to one year from the acquisition date), whichever comes first;
- charges to our operating results to eliminate certain duplicative pre-acquisition activities, to restructure our operations or to reduce our cost structure;
- charges to our operating results resulting from expenses incurred to effect the acquisition; and
- changes to contingent consideration liabilities, including accretion and fair value adjustments.

A significant portion of these adjustments could be accounted for as expenses that will decrease our net income and earnings per share for the periods in which those costs are incurred. Such charges could cause a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of the common stock to decline.

WE HAVE GROWN AT A VERY RAPID PACE. OUR INABILITY TO EFFECTIVELY MANAGE OR SUPPORT THIS GROWTH MAY HAVE A MATERIAL ADVERSE EFFECT ON OUR BUSINESS, FINANCIAL POSITION, RESULTS OF OPERATIONS AND/OR CASH FLOW, AND COULD CAUSE THE MARKET VALUE OF OUR COMMON STOCK TO DECLINE.

We have grown very rapidly over the past several years as a result of several acquisitions and increasing sales, and additional growth through acquisitions is possible in the future. This growth has put significant demands on our processes, systems, and people. We have made and expect to make further investments in additional personnel, systems, and internal control processes to help manage our growth. Attracting, retaining and motivating key employees in various departments and locations to support our growth are critical to our business, and competition for these people can be significant. If we are unable to hire and/or retain qualified employees and/or if we do not effectively invest in systems and processes to manage and support our rapid growth and the challenges and difficulties associated with managing a larger, more complex business, and/or if we cannot effectively manage and integrate our increasingly diverse and global platform, there could be a material adverse effect

on our business, financial position, results of operations and/or cash flow, and the market value of our common stock could decline.

THE PHARMACEUTICAL INDUSTRY IS HEAVILY REGULATED AND WE FACE SIGNIFICANT COSTS AND UNCERTAINTIES ASSOCIATED WITH OUR EFFORTS TO COMPLY WITH APPLICABLE REGULATIONS.

The pharmaceutical industry is subject to regulation by various governmental authorities. For instance, we must comply with requirements of the FDA and requirements from regulatory agencies in our other markets with respect to the research, development, manufacture, quality, safety, labeling, sale, distribution, marketing, advertising, and promotion of pharmaceutical products. Failure to comply with regulations of the FDA and other regulators could result in a range of fines, penalties, disgorgement, unanticipated compliance expenditures, rejection or delay in approval of applications, recall or seizure of products, total or partial suspension of production and/or distribution, our inability to sell products, the return by customers of our products, suspension of the applicable regulator's review of our submissions, enforcement actions, injunctions, and/or criminal prosecution. Under certain circumstances, the regulators may also have the authority to revoke previously granted drug approvals.

In addition to the drug approval process, government agencies also regulate the facilities and operational procedures that we use to manufacture our products. We must register our facilities with the FDA and other similar regulators in other countries. Products manufactured in our facilities must be made in a manner consistent with current good manufacturing practices or similar standards in each territory in which we manufacture. Compliance with such regulations requires substantial expenditures of time, money, and effort in such areas as production and quality control to ensure compliance. The FDA and other agencies periodically inspect our manufacturing facilities for compliance. Regulatory approval to manufacture a drug is site-specific. Failure to comply with good manufacturing practices and other regulatory standards at one of our or our partners' or suppliers' manufacturing facilities could result in an enforcement action brought by the FDA or other regulatory bodies, which could include withholding or withdrawing the approval of our submissions or other product applications of that facility, discontinuation of manufacture, recalls, or other adverse actions.

If any regulatory body were to delay, withhold, or withdraw approval of an application, or require a recall or other adverse product action, or require one of our manufacturing facilities to cease or limit production, our business could be adversely affected. Delay and cost in obtaining FDA or other regulatory approval to manufacture at a different facility also could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

Although we have internal regulatory compliance programs and policies, there is no guarantee that these programs and policies, as currently designed, will meet regulatory agency standards in the future or will prevent instances of non-compliance with applicable laws and regulations. Additionally, despite our efforts at compliance, from time to time we receive notices of manufacturing and quality-related observations following inspections by regulatory authorities around the world, as well as official agency correspondence regarding compliance. We may receive similar observations and correspondence in the future. If we were deemed to be deficient in any significant way, or if any of the noted risks occur, our business, financial position, results of operations and/or cash flow could be materially affected, and the market value of our common stock could decline.

We are subject to various federal, state and local laws regulating working conditions, as well as environmental protection laws and regulations, including those governing the discharge of materials into the environment and those related to climate change. If changes to such environmental laws and regulations are made in the future that require significant changes in our operations, or if we engage in the development and manufacturing of new products requiring new or different environmental or other controls, or if we are found to have violated any applicable rules, we may be required to expend significant funds. Such changes, delays, and/or suspensions of activities or the occurrence of any of the above risks, could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

THE USE OF LEGAL, REGULATORY, AND LEGISLATIVE STRATEGIES BY BOTH BRAND AND GENERIC COMPETITORS, INCLUDING BUT NOT LIMITED TO "AUTHORIZED GENERICS" AND REGULATORY PETITIONS, AS WELL AS THE POTENTIAL IMPACT OF PROPOSED AND NEW LEGISLATION, MAY INCREASE COSTS ASSOCIATED WITH THE INTRODUCTION OR MARKETING OF OUR GENERIC PRODUCTS, COULD DELAY OR PREVENT SUCH INTRODUCTION, AND COULD SIGNIFICANTLY REDUCE OUR PROFIT.

Our competitors, both branded and generic, often pursue strategies to prevent, delay, or eliminate competition from generic alternatives to branded products. These strategies include, but are not limited to:

- entering into agreements whereby other generic companies will begin to market an authorized generic, a generic equivalent of a branded product, at the same time or after generic competition initially enters the market;
- launching a generic version of their own branded product prior to or at the same time or after generic competition initially enters the market;
- filing petitions with the FDA or other regulatory bodies seeking to prevent or delay approvals, including timing the filings so as to thwart generic competition by causing delays of our product approvals;
- seeking to establish regulatory and legal obstacles that would make it more difficult to demonstrate bioequivalence or to meet other requirements for approval, and/or to prevent regulatory agency review of applications, such as through the establishment of patent linkage (laws barring the issuance of regulatory approvals prior to patent expiration);
- initiating legislative or other efforts to limit the substitution of generic versions of brand pharmaceuticals;
- filing suits for patent infringement and other claims that may delay or prevent regulatory approval, manufacture, and/or scale of generic products;
- introducing “next-generation” products prior to the expiration of market exclusivity for the reference product, which often materially reduces the demand for the generic or the reference product for which we seek regulatory approval;
- persuading regulatory bodies to withdraw the approval of brand name drugs for which the patents are about to expire and converting the market to another product of the brand company on which longer patent protection exists;
- obtaining extensions of market exclusivity by conducting clinical trials of brand drugs in pediatric populations or by other methods; and
- seeking to obtain new patents on drugs for which patent protection is about to expire.

In the U.S., some companies have lobbied Congress for amendments to the Hatch-Waxman Act that would give them additional advantages over generic competitors. For example, although the term of a company’s drug patent can be extended to reflect a portion of the time an NDA is under regulatory review, some companies have proposed extending the patent term by a full year for each year spent in clinical trials rather than the one-half year that is currently permitted.

If proposals like these in the U.S., Europe, or in other countries where we or our partners and suppliers operate were to become effective, or if any other actions by our competitors and other third parties to prevent or delay activities necessary to the approval, manufacture, or distribution of our products are successful, our entry into the market and our ability to generate revenues associated with new products may be delayed, reduced, or eliminated, which could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

IF WE ARE UNABLE TO SUCCESSFULLY INTRODUCE NEW PRODUCTS IN A TIMELY MANNER, OUR FUTURE REVENUE MAY BE ADVERSELY AFFECTED.

Our future revenues and profitability will depend, in part, upon our ability to successfully develop, license, or otherwise acquire and commercialize new generic and patent or statutorily protected pharmaceutical products in a timely manner. Product development is inherently risky, especially for new drugs for which safety and efficacy have not been established and the market is not yet proven as well as for complex generic drugs and biosimilars. Likewise, product licensing involves inherent risks, including among others uncertainties due to matters that may affect the achievement of milestones, as well as the possibility of contractual disagreements with regard to whether the supply of product meets certain specifications or terms such as license scope or termination rights. The development and commercialization process, particularly with regard to new and complex drugs, also requires substantial time, effort and financial resources. We, or a partner, may not be successful in commercializing any of such products on a timely basis, if at all, which could adversely affect our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

Before any prescription drug product, including generic drug products, can be marketed, marketing authorization approval is required by the relevant regulatory authorities and/or national regulatory agencies (for example the FDA in the U.S. and the EMA in the EU). The process of obtaining regulatory approval to manufacture and market new and generic pharmaceutical products is rigorous, time consuming, costly, and unpredictable. Outside the U.S., the approval process may be

more or less rigorous, depending on the country, and the time required for approval may be longer or shorter than that required in the U.S. Bioequivalence studies conducted in one country may not be accepted in other countries, the requirements for approval may differ among countries, and the approval of a pharmaceutical product in one country does not necessarily mean that the product will be approved in another country. We, or a partner or supplier, may be unable to obtain requisite approvals on a timely basis, or at all, for new generic or branded products that we may develop, license or otherwise acquire. Moreover, if we obtain regulatory approval for a drug, it may be limited with respect to the indicated uses and delivery methods for which the drug may be marketed, which could in turn restrict our potential market for the drug. Also, for products pending approval, we may obtain raw materials or produce batches of inventory to be used in efficacy and bioequivalence testing, as well as in anticipation of the product's launch. In the event that regulatory approval is denied or delayed, we could be exposed to the risk of this inventory becoming obsolete.

The approval process for generic pharmaceutical products often results in the relevant regulatory agency granting final approval to a number of generic pharmaceutical products at the time a patent claim for a corresponding branded product or other market exclusivity expires. This often forces us to face immediate competition when we introduce a generic product into the market. Additionally, further generic approvals often continue to be granted for a given product subsequent to the initial launch of the generic product. These circumstances generally result in significantly lower prices, as well as reduced margins, for generic products compared to branded products. New generic market entrants generally cause continued price, margin, and sales erosion over the generic product life cycle.

In the U.S., the Drug Price Competition and Patent Term Restoration Act of 1984, or the Hatch-Waxman Act, provides for a period of 180 days of generic marketing exclusivity for each ANDA applicant that is first-to-file an ANDA containing a certification of invalidity, non-infringement or unenforceability related to a patent listed with respect to a reference drug product, commonly referred to as a Paragraph IV certification. During this exclusivity period, which under certain circumstances may be required to be shared with other applicable ANDA sponsors with timely Paragraph IV certifications, the FDA cannot grant final approval to other ANDA sponsors holding applications for the same generic equivalent. If an ANDA containing a Paragraph IV certification is successful and the applicant is awarded exclusivity, the applicant generally enjoys higher market share, net revenues, and gross margin for that generic product. However, our ability to obtain 180 days of generic marketing exclusivity may be dependent upon our ability to obtain FDA approval or tentative approval within an applicable time period of the FDA's acceptance of our ANDA. If we are unable to obtain approval or tentative approval within that time period, we may risk forfeiture of such marketing exclusivity. Even if we obtain FDA approval for our generic drug products, if we are not the first ANDA applicant to challenge a listed patent for such a product, we may lose significant advantages to a competitor that filed its ANDA containing such a challenge. The same would be true in situations where we are required to share our exclusivity period with other ANDA sponsors with Paragraph IV certifications.

In Europe and other countries and regions, there is no exclusivity period for the first generic product. The EMA or national regulatory agencies may grant marketing authorizations to any number of generics.

In addition, in other jurisdictions outside the U.S., we may face similar regulatory requirements and constraints. If we are unable to navigate our products through all of the regulatory requirements we face in a timely manner, or upon the occurrence of any of the other above risks, there could be an adverse effect on our product introduction plans, business, financial position, results of operations and/or cash flow, and the market value of our common stock could decline.

WE EXPEND A SIGNIFICANT AMOUNT OF RESOURCES ON RESEARCH AND DEVELOPMENT EFFORTS THAT MAY NOT LEAD TO SUCCESSFUL PRODUCT INTRODUCTIONS.

Much of our development effort is focused on technically difficult-to-formulate products and/or products that require advanced manufacturing technology, including our generic biologics program and respiratory platform. We conduct R&D primarily to enable us to manufacture and market approved pharmaceuticals in accordance with applicable regulations. We also partner with third parties to develop products. Typically, research expenses related to the development of innovative or complex compounds and the filing of marketing authorization applications for innovative and complex compounds (such as NDAs and biosimilar applications in the U.S.) are significantly greater than those expenses associated with the development of and filing of marketing authorization applications for most generic products (such as ANDAs in the U.S. and abridged applications in Europe). As we and our partners continue to develop new and/or complex products, our research expenses will likely increase. Because of the inherent risk associated with R&D efforts in our industry, including the high cost and uncertainty of conducting clinical trials (where required) particularly with respect to new and/or complex drugs, our, or a partner's, research and development expenditures may not result in the successful introduction of new pharmaceutical products approved by the relevant regulatory bodies. Also, after we submit a marketing authorization application for a new compound or generic product, the relevant regulatory authority may change standards and/or request that we conduct additional studies or evaluations and, as a result, we may incur approval delays as well as total R&D costs to develop a particular product in excess of what we

anticipated. Finally, we cannot be certain that any investment made in developing products will be recovered, even if we are successful in commercialization. To the extent that we expend significant resources on R&D efforts and are not able, ultimately, to introduce successful new and/or complex products as a result of those efforts, our business, financial position, results of operations and/or cash flow could be materially adversely affected, and the market value of our common stock could decline.

EVEN AFTER OUR PRODUCTS RECEIVE REGULATORY APPROVAL, SUCH PRODUCTS MAY NOT ACHIEVE EXPECTED LEVELS OF MARKET ACCEPTANCE.

Even if we are able to obtain regulatory approvals for our pharmaceutical products, generic or branded, the success of those products is dependent upon market acceptance. Levels of market acceptance for our products could be impacted by several factors, including but not limited to:

- the availability of alternative products from our competitors;
- the price of our products relative to that of our competitors;
- the timing of our market entry;
- the ability to market our products effectively to the different levels in the distribution chain;
- other competitor actions; and
- the continued acceptance of and/or reimbursement for our products by government and private formularies and/or third party payors.

Additionally, studies of the proper utilization, safety, and efficacy of pharmaceutical products are being conducted by the industry, government agencies, and others. Such studies, which increasingly employ sophisticated methods and techniques, can call into question the utilization, safety, and efficacy of previously marketed as well as future products. In some cases, studies have resulted, and may in the future result, in the discontinuance of product marketing or other risk management programs, such as the need for a patient registry, as well as delays in approvals. The occurrence of any of the above risks could adversely affect our profitability, business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

THE DEVELOPMENT, MANUFACTURE AND SALE OF BIOSIMILAR PRODUCTS POSES UNIQUE RISKS, AND OUR FAILURE TO SUCCESSFULLY INTRODUCE BIOSIMILAR PRODUCTS COULD HAVE A NEGATIVE IMPACT ON OUR BUSINESS AND FUTURE OPERATING RESULTS.

We and our partners and suppliers are actively working to develop and commercialize biosimilar products – that is, a biological product that is highly similar to an already approved biological product, notwithstanding minor differences in clinically inactive components, and for which there are no clinically meaningful differences between the biosimilar and the approved biological product in terms of the safety, purity and potency. However, significant uncertainty remains concerning both the regulatory pathway in the U.S. and in other countries to obtain regulatory approval of biosimilar products, and the commercial pathway to successfully market and sell such products. In particular, although recently enacted legislation authorizes the FDA to create a regulatory pathway for the review and approval of such products, significant uncertainty remains concerning the establishment of this regulatory regime, as well as the commercial steps necessary to successfully market and sell such products. The costs of development and approval, along with the likelihood of success for our biosimilar candidates, however, will be dependent upon any final regulations issued by the FDA or other relevant regulatory authorities.

Moreover, biosimilar products will likely be subject to extensive patent clearances and patent infringement litigation, which could delay or prevent the commercial launch of a product for many years. If we are unable to obtain FDA or other non-U.S. regulatory authority approval for our products, as needed, such products may not be commercially successful and may not generate profits in amounts that are sufficient to offset the amount invested to obtain such approvals. Market success of biosimilar products will depend on demonstrating to regulators, patients, physicians and payors (such as insurance companies) that such products are safe and efficacious compared to other existing products yet offer a more competitive price or other benefit over existing therapies. In addition, the development and manufacture of biosimilars pose unique risks related to the supply of the materials needed to manufacture biosimilars. Access to and the supply of necessary biological materials may be limited, and government regulations restrict access to and regulate the transport and use of such materials. Depending on the outcome of the foregoing risks, we may not be able to generate future sales of biosimilar products in certain jurisdictions and may not realize the anticipated benefits of our investments in the development, manufacture and sale of such products. If our development efforts do not result in the development and timely approval of biosimilar products or if such products, once

developed and approved, are not commercially successful, or upon the occurrence of any of the above risks, our results of operations, financial condition, and/or cash flow could be materially adversely affected, and the market value of our common stock could decline.

OUR BUSINESS IS HIGHLY DEPENDENT UPON MARKET PERCEPTIONS OF US, OUR BRANDS, AND THE SAFETY AND QUALITY OF OUR PRODUCTS, AND MAY BE ADVERSELY IMPACTED BY NEGATIVE PUBLICITY OR FINDINGS.

Market perceptions of us are very important to our business, especially market perceptions of our company and brands and the safety and quality of our products. If we, our partners and suppliers, or our brands, suffer from negative publicity, or if any of our products or similar products which other companies distribute are subject to market withdrawal or recall or are proven to be, or are claimed to be, ineffective or harmful to consumers, then this could have a material adverse effect on our business, financial position, and results of operations and cash flow, and could cause the market value of our common stock to decline. Also, because we are dependent on market perceptions, negative publicity associated with product quality, patient illness, or other adverse effects resulting from, or perceived to be resulting from, our products, or our partners' and suppliers' manufacturing facilities, could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

THE ILLEGAL DISTRIBUTION AND SALE BY THIRD PARTIES OF COUNTERFEIT VERSIONS OF OUR PRODUCTS OR OF STOLEN PRODUCTS COULD HAVE A NEGATIVE IMPACT ON OUR REPUTATION AND OUR BUSINESS.

The pharmaceutical drug supply has been increasingly challenged by the vulnerability of distribution channels to illegal counterfeiting and the presence of counterfeit products in a growing number of markets and over the Internet. The WHO estimates that more than 10% of medications being sold globally are counterfeit.

Third parties may illegally distribute and sell counterfeit versions of our products, that do not meet the rigorous manufacturing and testing standards that our products undergo. Counterfeit products are frequently unsafe or ineffective, and can be potentially life-threatening. Counterfeit medicines may contain harmful substances, the wrong dose of API, or no API at all. However, to distributors and users, counterfeit products may be visually indistinguishable from the authentic version.

Reports of adverse reactions to counterfeit drugs or increased levels of counterfeiting could materially affect patient confidence in the authentic product. It is possible that adverse events caused by unsafe counterfeit products will mistakenly be attributed to the authentic product. In addition, thefts of inventory at warehouses, plants, or while in-transit, which are not properly stored and which are sold through unauthorized channels, could adversely impact patient safety, our reputation, and our business.

Public loss of confidence in the integrity of pharmaceutical products as a result of counterfeiting or theft could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

OUR COMPETITORS, INCLUDING BRANDED PHARMACEUTICAL COMPANIES, AND/OR OTHER THIRD PARTIES, MAY ALLEGE THAT WE AND/OR OUR SUPPLIERS ARE INFRINGING UPON THEIR INTELLECTUAL PROPERTY, INCLUDING IN AN "AT RISK LAUNCH" SITUATION, IMPACTING OUR ABILITY TO LAUNCH A PRODUCT, AND/OR OUR ABILITY TO CONTINUE MARKETING A PRODUCT, AND/OR FORCING US TO EXPEND SUBSTANTIAL RESOURCES IN RESULTING LITIGATION, THE OUTCOME OF WHICH IS UNCERTAIN.

Companies that produce branded pharmaceutical products and other patent holders routinely bring litigation against entities selling or seeking regulatory approval to manufacture and market generic forms of their branded products, as well as other entities involved in the manufacture, supply, testing, marketing, and other aspects relating to active pharmaceutical ingredients and finished pharmaceutical products. These companies and other patent holders allege patent infringement or other violations of intellectual property rights as the basis for filing suit against an applicant for a generic product license as well as others who may be involved in some aspect of the research, production, distribution, or testing process. Litigation often involves significant expense and can delay or prevent introduction or sale of our generic products. If patents are held valid and infringed by our products in a particular jurisdiction, we and/or our supplier(s) or partner(s) would, unless we or the supplier(s) or partner(s) could obtain a license from the patent holder, need to cease manufacturing and other activities, including but not limited to selling in that jurisdiction, and may need to surrender or withdraw the product, or destroy existing stock in that jurisdiction.

There also may be situations where we use our business judgment and decide to manufacture, market, and/or sell products, directly or through third parties, notwithstanding the fact that allegations of patent infringement(s) have not been finally resolved by the courts (i.e., an "at-risk launch"). The risk involved in doing so can be substantial because the remedies available to the owner of a patent for infringement may include, among other things, damages measured by the profits lost by the patent holder and not necessarily by the profits earned by the infringer. In the case of a finding by a court of willful infringement, the definition of which is subjective, such damages may be increased by an additional 200%. Moreover, because of the discount pricing typically involved with bioequivalent (generic) products, patented branded products generally realize a substantially higher profit margin than bioequivalent products. An adverse decision in a case such as this or in other similar litigation, or a judicial order preventing us or our suppliers and partners from manufacturing, marketing, selling, and/or other activities necessary to the manufacture and distribution of our products, could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline. For information regarding legal proceedings, refer to Note 15, "Contingencies," in the accompanying Notes to Consolidated Financial Statements in this Annual Report.

IF WE OR ANY PARTNER OR SUPPLIER FAIL TO OBTAIN OR ADEQUATELY PROTECT OR ENFORCE OUR INTELLECTUAL PROPERTY RIGHTS, THEN WE COULD LOSE REVENUE UNDER OUR LICENSING AGREEMENTS OR LOSE SALES TO GENERIC COPIES OF OUR BRANDED PRODUCTS.

Our success, particularly in our specialty business, depends in part on our or any partner's or supplier's ability to obtain, maintain and enforce patents, and protect trade secrets, know-how and other proprietary information. Our ability to commercialize any branded product successfully will largely depend upon our or any partner's or supplier's ability to obtain and maintain patents of sufficient scope to lawfully prevent third-parties from developing infringing products. In the absence of patent and trade secret protection, competitors may adversely affect our branded products business by independently developing and marketing substantially equivalent products. It is also possible that we could incur substantial costs if we are required to initiate litigation against others to protect or enforce our intellectual property rights.

We have filed patent applications covering the composition of, methods of making, and/or methods of using, our branded products and branded product candidates. We may not be issued patents based on patent applications already filed or that we file in the future. Further, due to other factors that affect patentability, and if patents are issued, they may be insufficient in scope to cover or otherwise protect our branded products. Patents are national in scope and therefore the issuance of a patent in one country does not ensure the issuance of a patent in any other country. Furthermore, the patent position of companies in the pharmaceutical industry generally involves complex legal and factual questions and has been and remains the subject of significant litigation. Legal standards relating to scope and validity of patent claims are evolving and may differ in various countries. Any patents we have obtained, or obtain in the future, may be challenged, invalidated or circumvented. Moreover, the U.S. Patent and Trademark Office or any other governmental agency may commence opposition or interference proceedings involving, or consider other challenges to, our patents or patent applications. Any challenge to, or invalidation or circumvention of, our patents or patent applications would be costly, would require significant time and attention of our management, could cause a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

BOTH OUR GENERICS AND SPECIALTY BUSINESSES DEVELOP, FORMULATE, MANUFACTURE, OR IN-LICENSE AND MARKET PRODUCTS THAT ARE SUBJECT TO ECONOMIC RISKS RELATING TO INTELLECTUAL PROPERTY RIGHTS, COMPETITION, AND MARKET UNPREDICTABILITY.

Our products may be subject to the following risks, among others:

- limited patent life, or the loss of patent protection;
- competition from generic or other branded products;
- reductions in reimbursement rates by government and other third-party payors;
- importation by consumers;
- product liability;
- drug research and development risks; and
- unpredictability with regard to establishing a market.

In addition, developing and commercializing branded products is generally more costly than generic products. If such business expenditures do not ultimately result in the launch of commercially successful brand products, or if any of the risks

above were to occur, there could be a material adverse effect on our business, financial position, results of operations and/or cash flow, and the market value of our common stock could decline.

WE FACE VIGOROUS COMPETITION FROM OTHER PHARMACEUTICAL MANUFACTURERS THAT THREATENS THE COMMERCIAL ACCEPTANCE AND PRICING OF OUR PRODUCTS.

The pharmaceutical industry is highly competitive. We face competition from many U.S. and non-U.S. manufacturers, some of whom are significantly larger than we are. Our competitors may be able to develop products and processes competitive with or superior to our own for many reasons, including but not limited to the possibility that they may have:

- proprietary processes or delivery systems;
- larger or more productive research and development and marketing staffs;
- larger or more efficient production capabilities in a particular therapeutic area;
- more experience in preclinical testing and human clinical trials;
- more products; or
- more experience in developing new drugs and greater financial resources, particularly with regard to manufacturers of branded products.

The occurrence of any of the above risks could have an adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

A RELATIVELY SMALL GROUP OF PRODUCTS MAY REPRESENT A SIGNIFICANT PORTION OF OUR REVENUES, GROSS PROFIT, OR NET EARNINGS FROM TIME TO TIME.

Sales of a limited number of our products from time to time represent a significant portion of our revenues, gross profit, and net earnings. For the years ended December 31, 2013 and 2012 our top ten products in terms of sales, in the aggregate, represented approximately 31% and 28%, respectively, of our consolidated total revenues. If the volume or pricing of our largest selling products declines in the future, our business, financial position, results of operations and/or cash flow could be materially adversely affected, and the market value of our common stock could decline.

OUR BUSINESS COULD BE NEGATIVELY AFFECTED BY THE PERFORMANCE OF OUR COLLABORATION PARTNERS AND SUPPLIERS.

We have entered into strategic alliances with partners and suppliers to develop, manufacture, market and/or distribute certain products, and/or certain components of our products, in various markets. We commit substantial effort, funds and other resources to these various collaborations. There is a risk that the investments made by us in these collaborative arrangements will not generate financial returns. While we believe our relationships with our partners and suppliers generally are successful, disputes or conflicting priorities and regulatory or legal intervention could be a source of delay or uncertainty as to the expected benefits of the collaboration. A failure or inability of our partners or suppliers to fulfill their collaboration obligations, or the occurrence of any of the risks above, could have an adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

A SIGNIFICANT PORTION OF OUR REVENUES IS DERIVED FROM SALES TO A LIMITED NUMBER OF CUSTOMERS.

A significant portion of our revenues is derived from sales to a limited number of customers. If we were to experience a significant reduction in or loss of business with one or more such customers, or if one or more such customers were to experience difficulty in paying us on a timely basis, our business, financial position, results of operations and/or cash flow could be materially adversely affected, and the market value of our common stock could decline.

During the years ended December 31, 2013, 2012 and 2011, sales to Cardinal Health, Inc. were approximately 15%, 14% and 13%, respectively, and sales to McKesson Corporation were approximately 14%, 13% and 11%, respectively, of consolidated net revenues.

WE MAY EXPERIENCE DECLINES IN THE SALES VOLUME AND PRICES OF OUR PRODUCTS AS THE RESULT OF THE CONTINUING TREND TOWARD CONSOLIDATION OF CERTAIN CUSTOMER GROUPS, SUCH AS THE

WHOLESALE DRUG DISTRIBUTION AND RETAIL PHARMACY INDUSTRIES, AS WELL AS THE EMERGENCE OF LARGE BUYING GROUPS.

A significant amount of our sales are to a relatively small number of drug wholesalers and retail drug chains. These customers represent an essential part of the distribution chain of generic pharmaceutical products. Drug wholesalers and retail drug chains have undergone, and are continuing to undergo, significant consolidation. This consolidation may result in these groups gaining additional purchasing leverage and, consequently, increasing the product pricing pressures facing our business. Additionally, the emergence of large buying groups representing independent retail pharmacies and the prevalence and influence of managed care organizations and similar institutions potentially enable those groups to attempt to extract price discounts on our products. The occurrence of any of the above risks could adversely affect our business, financial position, and results of operations and/or cash flow, and could cause the market value of our common stock to decline.

WE DEPEND TO A LARGE EXTENT ON THIRD-PARTY SUPPLIERS AND DISTRIBUTORS FOR RAW MATERIALS, PARTICULARLY THE CHEMICAL COMPOUND(S) THAT CONSITUTE THE ACTIVE PHARMACEUTICAL INGREDIENTS THAT WE USE TO MANUFACTURE OUR PRODUCTS, AS WELL AS CERTAIN FINISHED GOODS, INCLUDING CERTAIN CONTROLLED SUBSTANCES. THESE THIRD-PARTY SUPPLIERS AND DISTRIBUTORS MAY EXPERIENCE DELAYS IN OR INABILITY TO SUPPLY US WITH RAW MATERIALS NECESSARY TO THE DEVELOPMENT AND/OR MANUFACTURE OF OUR PRODUCTS.

We purchase certain API (i.e., the chemical compounds that produce the desired therapeutic effect in our products) and other materials and supplies that we use in our manufacturing operations, as well as certain finished products, from many different foreign and domestic suppliers.

In certain cases, we have listed only one supplier in our applications with regulatory agencies, and there is no guarantee that we will always have timely and sufficient access to a critical raw material or finished product supplied by third parties, even when we have more than one supplier. An interruption in the supply of a single-sourced or any other raw material, including the relevant API, or in the supply of finished product, could cause our business, financial position, results of operations and/or cash flow to be materially adversely affected, and the market value of our common stock could decline. In addition, our manufacturing and supply capabilities could be adversely impacted by quality deficiencies in the products which our suppliers provide, which could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

We utilize controlled substances in certain of our current products and products in development, and therefore must meet the requirements of the Controlled Substances Act of 1970 and the related regulations administered by the DEA in the U.S., as well as similar laws in other countries where we operate. These laws relate to the manufacture, shipment, storage, sale, and use of controlled substances. The DEA and other regulatory agencies limit the availability of the active ingredients used in certain of our current products and products in development and, as a result, our procurement quota of these active ingredients may not be sufficient to meet commercial demand or complete clinical trials. We must annually apply to the DEA and other regulatory agencies for procurement quota in order to obtain these substances. Any delay or refusal by the DEA or such regulatory agencies in establishing our procurement quota for controlled substances could delay or stop our clinical trials or product launches, or could cause trade inventory disruptions for those products that have already been launched, which could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

THE SUPPLY OF API INTO EUROPE MAY BE NEGATIVELY AFFECTED BY RECENT REGULATIONS PROMULGATED BY THE EUROPEAN UNION.

Starting on July 2, 2013, all API imported into the EU must be certified as complying with the good manufacturing practice (“GMP”) standards established by the EU, as stipulated by the International Conference for Harmonization. These new regulations place the certification requirement on the regulatory bodies of the exporting countries. Accordingly, as of July 2, 2013, the national regulatory authorities of each exporting country must: (i) ensure that all manufacturing plants within their borders that export API into the EU comply with EU manufacturing standards and; (ii) for each API exported, present a written document confirming that the exporting plant conforms to EU manufacturing standards. The imposition of this responsibility on the governments of the nations exporting an API may cause delays in delivery or shortages of an API necessary to manufacture our products, as certain governments may not be willing or able to comply with the regulation in a timely fashion, or at all. A shortage in API may prevent us from manufacturing, or cause us to have to cease manufacture of, certain products, or to incur costs and delays to qualify other suppliers to substitute for those API manufacturers unable to export. The occurrence of any of the above risks could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

WE HAVE A LIMITED NUMBER OF MANUFACTURING FACILITIES AND CERTAIN THIRD PARTY SUPPLIERS PRODUCING A SUBSTANTIAL PORTION OF OUR PRODUCTS.

A substantial portion of our capacity, as well as our current production, is attributable to a limited number of manufacturing facilities and certain third party suppliers. A significant disruption at any one of such facilities within our internal or third party supply chain, even on a short-term basis, whether due to a labor strike, failure to reach acceptable agreement with labor and unions, adverse quality or compliance observation, infringement of intellectual property rights, act of God, civil or political unrest, export or import restrictions, or other events could impair our ability to produce and ship products to the market on a timely basis and could, among other consequences, subject us to exposure to claims from customers. Any of these events could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

OUR REPORTING AND PAYMENT OBLIGATIONS RELATED TO OUR PARTICIPATION IN FEDERAL HEALTH CARE PROGRAMS, INCLUDING MEDICARE AND MEDICAID, ARE COMPLEX AND OFTEN INVOLVE SUBJECTIVE DECISIONS THAT COULD CHANGE AS A RESULT OF NEW BUSINESS CIRCUMSTANCES, NEW REGULATIONS OR AGENCY GUIDANCE, OR ADVICE OF LEGAL COUNSEL. ANY FAILURE TO COMPLY WITH THOSE OBLIGATIONS COULD SUBJECT US TO INVESTIGATION, PENALTIES, AND SANCTIONS.

Federal laws regarding reporting and payment obligations with respect to a pharmaceutical company's participation in federal health care programs, including Medicare and Medicaid, are complex. Because our processes for calculating applicable government prices and the judgments involved in making these calculations involve subjective decisions and complex methodologies, these calculations are subject to risk of errors and differing interpretations. In addition, they are subject to review and challenge by the applicable governmental agencies, and it is possible that such reviews could result in changes that may have material adverse legal, regulatory, or economic consequences.

The PPACA of 2010 includes a provision requiring the CMS to publish a weighted average Average Manufacturer Price ("AMP") for all multi-source drugs. The provision was effective October 1, 2010; however, weighted average AMP's have not yet been published by CMS, except in draft form, and have not been implemented for use in the calculation of Federal Upper Limits. Although the weighted average AMP would not reveal Mylan's individual AMP, publishing a weighted average AMP available to customers and the public at large could negatively affect our leverage in commercial price negotiations.

In addition, as also disclosed herein, a number of state and federal government agencies are conducting investigations of manufacturers' reporting practices with respect to Average Wholesale Prices ("AWP"). The government has alleged that reporting of inflated AWP has led to excessive payments for prescription drugs. We and numerous other pharmaceutical companies have been named as defendants in various actions relating to pharmaceutical pricing issues and whether allegedly improper actions by pharmaceutical manufacturers led to excessive payments by Medicare and/or Medicaid.

Any governmental agencies or authorities that have commenced, or may commence, an investigation of Mylan relating to the sales, marketing, pricing, quality, or manufacturing of pharmaceutical products could seek to impose, based on a claim of violation of anti-fraud and false claims laws or otherwise, civil and/or criminal sanctions, including fines, penalties, and possible exclusion from federal health care programs, including Medicare and Medicaid. Some of the applicable laws may impose liability even in the absence of specific intent to defraud. Furthermore, should there be ambiguity with regard to how to properly calculate and report payments - and even in the absence of any such ambiguity - a governmental authority may take a position contrary to a position we have taken, and may impose civil and/or criminal sanctions. Any failure to comply with the above laws and regulations, and any such penalties or sanctions could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

WE MAY EXPERIENCE REDUCTIONS IN THE LEVELS OF REIMBURSEMENT FOR PHARMACEUTICAL PRODUCTS BY GOVERNMENTAL AUTHORITIES, HMOS, OR OTHER THIRD-PARTY PAYORS. IN ADDITION, THE USE OF TENDER SYSTEMS AND OTHER FORMS OF PRICE CONTROL COULD REDUCE PRICES FOR OUR PRODUCTS OR REDUCE OUR MARKET OPPORTUNITIES.

Various governmental authorities (including, among others, the U.K. National Health Service and the German statutory health insurance scheme) and private health insurers and other organizations, such as HMOs in the U.S., provide reimbursements or subsidies to consumers for the cost of certain pharmaceutical products. Demand for our products depends in part on the extent to which such reimbursement is available. In the U.S., third-party payors increasingly challenge the pricing of pharmaceutical products. This trend and other trends toward the growth of HMOs, managed health care, and legislative health care reform create significant uncertainties regarding the future levels of reimbursement for pharmaceutical products. Further,

any reimbursement may be reduced in the future to the point that market demand for our products and/or our profitability declines. Such a decline could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

In addition, a number of markets in which we operate have implemented or may implement tender systems or other forms of price controls for generic pharmaceuticals in an effort to lower prices. Under such tender systems, manufacturers submit bids which establish prices for generic pharmaceutical products. Upon winning the tender, the winning company will receive a preferential reimbursement for a period of time. The tender system often results in companies underbidding one another by proposing low pricing in order to win the tender.

Certain other countries may consider the implementation of a tender system or other forms of price controls. Even if a tender system is ultimately not implemented, the anticipation of such could result in price reductions. Failing to win tenders, or the implementation of similar systems or other forms of price controls in other markets leading to further price declines, could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

LEGISLATIVE OR REGULATORY PROGRAMS THAT MAY INFLUENCE PRICES OF PHARMACEUTICAL PRODUCTS COULD HAVE A MATERIAL ADVERSE EFFECT ON OUR BUSINESS.

Current or future federal, state or foreign laws and regulations may influence the prices of drugs and, therefore, could adversely affect the prices that we receive for our products. For example, programs in existence in certain states in the U.S. seek to broadly set prices, within those states, through the regulation and administration of the sale of prescription drugs. Expansion of these programs, in particular state Medicare and/or Medicaid programs, or changes required in the way in which Medicare and/or Medicaid rebates are calculated under such programs, could adversely affect the prices we receive for our products and could have a material adverse effect on our business, financial position and results of operations and could cause the market value of our common stock to decline.

In order to control expenditure on pharmaceuticals, most member states in the EU regulate the pricing of products and, in some cases, limit the range of different forms of pharmaceuticals available for prescription by national health services. These controls can result in considerable price differences between member states.

Several countries in which we operate have implemented, or plan to or may implement, government mandated price reductions and/or other controls. When such price cuts occur, pharmaceutical companies have generally experienced significant declines in revenues and profitability and uncertainties continue to exist within the market after the price decrease. Such price reductions or controls could have an adverse effect on our business, and as uncertainties are resolved or if other countries in which we operate enact similar measures, they could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

HEALTH CARE REFORM LEGISLATION COULD HAVE A MATERIAL ADVERSE EFFECT ON OUR BUSINESS.

In recent years, there have been numerous initiatives on the federal and state levels for comprehensive reforms affecting the payment for, the availability of and reimbursement for, health care services in the U.S., and it is likely that federal and state legislatures and health agencies will continue to focus on health care reform in the future. The PPACA and The Health Care and Education and Reconciliation Act of 2010 (H.R. 4872), which amends the PPACA (collectively the “Health Reform Laws”), were signed into law in March 2010. While the Health Reform Laws may increase the number of patients who have insurance coverage for our products, they also include provisions such as the assessment of a pharmaceutical manufacturer fee and an increase in the amount of rebates that manufacturers pay for coverage of their drugs by Medicaid programs.

We are unable to predict the future course of federal or state health care legislation. The Health Reform Laws and further changes in the law or regulatory framework that reduce our revenues or increase our costs could have a material adverse effect on our business, financial condition, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

Additionally, we encounter similar regulatory and legislative issues in most other countries. In the EU and some other international markets, the government provides health care at low cost to consumers and regulates pharmaceutical prices, patient eligibility and/or reimbursement levels to control costs for the government-sponsored health care system. These systems of price regulations may lead to inconsistent and lower prices. Within the EU and in other countries, the availability of our products in some markets at lower prices undermines our sales in other markets with higher prices. Additionally, certain countries set prices by reference to the prices in other countries where our products are marketed. Thus, our inability to secure

adequate prices in a particular country may also impair our ability to obtain acceptable prices in existing and potential new markets, and may create the opportunity for third party cross border trade.

If significant additional reforms are made to the U.S. health care system, or to the health care systems of other markets in which we operate, those reforms could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

WE ARE INVOLVED IN VARIOUS LEGAL PROCEEDINGS AND CERTAIN GOVERNMENT INQUIRIES AND MAY EXPERIENCE UNFAVORABLE OUTCOMES OF SUCH PROCEEDINGS OR INQUIRIES.

We are or may be involved in various legal proceedings and certain government inquiries or investigations, including, but not limited to, patent infringement, product liability, antitrust matters, breach of contract, and claims involving Medicare and/or Medicaid reimbursements, or laws relating to sales and marketing practices, some of which are described in our periodic reports, that involve claims for, or the possibility of, fines and penalties involving substantial amounts of money or other relief, including but not limited to civil or criminal fines and penalties and exclusion from participation in various government health-care-related programs. With respect to government antitrust enforcement and private plaintiff litigation of so-called "pay for delay" patent settlements, large verdicts, settlements or government fines are possible, especially in the U.S. and E.U. If any of these legal proceedings or inquiries were to result in an adverse outcome, the impact could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

With respect to product liability, we maintain a combination of self-insurance (including through our wholly owned captive insurance subsidiary) and commercial insurance to protect against and manage a portion of the risks involved in conducting our business. Although we carry insurance, we believe that no reasonable amount of insurance can fully protect against all such risks because of the potential liability inherent in the business of producing pharmaceuticals for human consumption. Emerging developments in the U.S. legal landscape relative to the liability of generic pharmaceutical manufacturers for certain product liabilities claims could increase our exposure litigation costs and damages. To the extent that a loss occurs, depending on the nature of the loss and the level of insurance coverage maintained, it could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

In addition, in limited circumstances, entities that we acquired are party to litigation in matters under which we are, or may be, entitled to indemnification by the previous owners. Even in the case of indemnification, there are risks inherent in such indemnities and, accordingly, there can be no assurance that we will receive the full benefits of such indemnification, or that we will not experience an adverse result in a matter that is not indemnified, which could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

WE ARE SUBJECT TO THE U.S. FOREIGN CORRUPT PRACTICES ACT AND SIMILAR WORLDWIDE ANTI-CORRUPTION LAWS, WHICH IMPOSE RESTRICTIONS ON CERTAIN CONDUCT AND MAY CARRY SUBSTANTIAL FINES AND PENALTIES.

We are subject to the U.S. Foreign Corrupt Practices Act and similar anti-corruption laws in other jurisdictions. These laws generally prohibit companies and their intermediaries from engaging in bribery or making other prohibited payments to government officials for the purpose of obtaining or retaining business, and some have record keeping requirements. The failure to comply with these laws could result in substantial criminal and/or monetary penalties. We operate in jurisdictions that have experienced corruption, bribery, pay-offs and other similar practices from time-to-time and, in certain circumstances, such practices may be local custom. We have implemented internal control policies and procedures that mandate compliance with these anti-corruption laws. However, we cannot be certain that these policies and procedures will protect us against liability. There can be no assurance that our employees or other agents will not engage in such conduct for which we might be held responsible. If our employees or agents are found to have engaged in such practices, we could suffer severe criminal or civil penalties and other consequences that could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and the market value of our common stock could decline.

OUR FAILURE TO COMPLY WITH APPLICABLE ENVIRONMENTAL AND OCCUPATIONAL HEALTH AND SAFETY LAWS AND REGULATIONS WORLDWIDE COULD ADVERSLY IMPACT OUR BUSINESS AND RESULTS OF OPERATIONS.

We are subject to various federal, state and local laws and regulations concerning, among other things, the environment, climate change, regulation of chemicals, employee safety and product safety. These requirements include regulation of the handling, manufacture, transportation, storage, use and disposal of materials, including the discharge of hazardous materials and pollutants into the environment. In the normal course of our business, we are exposed to risks relating to possible releases of hazardous substances into the environment, which could cause environmental or property damage or personal injuries, and which could result in (i) our noncompliance with such environmental and occupational health and safety laws and regulations and (ii) regulatory enforcement actions or claims for personal injury and property damage against us. If an unapproved or illegal environmental discharge occurs, or if we discover contamination caused by prior operations, including by prior owners and operators of properties we acquire, we could be liable for cleanup obligations, damages and fines. The substantial unexpected costs we may incur could have a material and adverse effect on our business, financial position, results of operations, and cash flow. In addition, our environmental capital expenditures and costs for environmental compliance may increase substantially in the future as a result of changes in environmental laws and regulations, the development and manufacturing of a new product or increased development or manufacturing activities at any of our facilities. We may be required to expend significant funds and our manufacturing activities could be delayed or suspended, which could have a material adverse effect on our business, financial position, and results of operations and/or cash flow, and could cause the market value of our common stock to decline.

IF THE INTERCOMPANY TERMS OF CROSS BORDER ARRANGEMENTS WE HAVE AMONG OUR SUBSIDIARIES ARE DETERMINED TO BE INAPPROPRIATE OR INEFFECTIVE, OUR TAX LIABILITY MAY INCREASE.

We have potential tax exposures resulting from the varying application of statutes, regulations and interpretations which include exposures on intercompany terms of cross border arrangements among our subsidiaries in relation to various aspects of our business, including manufacturing, marketing, sales and delivery functions. Although we believe our cross border arrangements between affiliates are based upon internationally accepted standards, tax authorities in various jurisdictions may disagree with and subsequently challenge the amount of profits taxed in their country, which may result in increased tax liability, including accrued interest and penalties, which would cause our tax expense to increase and could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

UNANTICIPATED CHANGES IN OUR TAX PROVISIONS OR EXPOSURE TO ADDITIONAL INCOME TAX LIABILITIES AND CHANGES IN INCOME TAX LAWS AND TAX RULINGS MAY HAVE A SIGNIFICANT ADVERSE IMPACT ON OUR EFFECTIVE TAX RATE AND INCOME TAX EXPENSE.

We are subject to income taxes in the U.S. and many foreign jurisdictions. Significant analysis and judgment are required in determining our worldwide provision for income taxes. In the ordinary course of business, there are many transactions and calculations where the ultimate tax determination is uncertain. The final determination of any tax audits or related litigation could be materially different from our historical income tax provisions and accruals.

Additionally, changes in the effective tax rate as a result of a change in the mix of earnings in countries with differing statutory tax rates, changes in our overall profitability, changes in the valuation of deferred tax assets and liabilities, the results of audits and the examination of previously filed tax returns by taxing authorities and continuing assessments of our tax exposures could impact our tax liabilities and affect our income tax expense, which could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

Finally, potential changes to income tax laws in the U.S. include measures which would defer the deduction of interest expense related to deferred income; determine the foreign tax credit on a pooling basis; tax currently excess returns associated with transfers of intangibles offshore; and limit earnings stripping by expatriated entities. In addition, proposals were made to encourage manufacturing in the U.S., including reduced rates of tax and increased deductions related to manufacturing. We cannot determine whether these proposals will be modified or enacted, whether other proposals unknown at this time will be made or the extent to which the corporate tax rate might be reduced and ameliorate the adverse impact of some of these proposals. If enacted, and depending on its precise terms, such legislation could materially increase our overall effective income tax rate and income tax expense and could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

WE HAVE A NUMBER OF CLEAN ENERGY INVESTMENTS WHICH ARE SUBJECT TO VARIOUS RISKS AND UNCERTAINTIES.

We have invested in clean energy operations capable of producing refined coal that we believe qualify for tax credits under U.S. Internal Revenue Code ("IRC") Section 45. Our ability to claim tax credits under IRC Section 45 depends upon the operations in which we have invested satisfying certain ongoing conditions set forth in IRC Section 45. These include, among others, the emissions reduction, "qualifying technology", and "placed-in-service" requirements of IRC Section 45, as well as the requirement that at least one of the operations' owners qualifies as a "producer" of refined coal. While we have received some degree of confirmation from the IRS relating to our ability to claim these tax credits, the IRS could ultimately determine that the operations have not satisfied, or have not continued to satisfy, the conditions set forth in IRC Section 45. Additionally, Congress could modify or repeal IRC Section 45 and remove the tax credits retroactively.

In addition, IRC Section 45 contains phase out provisions based upon the market price of coal, such that, if the price of coal rises to specified levels, we could lose some or all of the tax credits we expect to receive from these investments.

Finally, when the price of natural gas or oil declines relative to that of coal, some utilities may choose to burn natural gas or oil instead of coal. Market demand for coal may also decline as a result of an economic slowdown and a corresponding decline in the use of electricity. If utilities burn less coal, eliminate coal in the production of electricity or are otherwise unable to operate for an extended period of time, the availability of the tax credits would also be reduced. The occurrence of any of the above risks could adversely affect our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

THE INCREASING AMOUNT OF INTANGIBLE ASSETS AND GOODWILL RECORDED ON OUR BALANCE SHEET MAY LEAD TO SIGNIFICANT IMPAIRMENT CHARGES IN THE FUTURE WHICH COULD HAVE A MATERIAL ADVERSE EFFECT ON OUR RESULTS OF OPERATIONS.

We regularly review our long-lived assets, including identifiable intangible assets and goodwill, for impairment. Goodwill and indefinite-lived intangible assets are subject to impairment assessment at least annually. Other long-lived assets are reviewed when there is an indication that an impairment may have occurred. The amount of goodwill and identifiable intangible assets on our consolidated balance sheet has increased significantly as a result of our acquisitions, and may increase further following future potential acquisitions. In addition, we may from time to time sell assets that we determine are not critical to our strategy or execution. Future events or decisions may lead to asset impairments and/or related charges. Certain non-cash impairments may result from a change in our strategic goals, business direction or other factors relating to the overall business environment. Any significant impairment charges could have a material adverse effect on our financial position and/or results of operations and could cause the market value of our common stock to decline.

WE MAY DECIDE TO SELL ASSETS, WHICH COULD ADVERSELY AFFECT OUR PROSPECTS AND OPPORTUNITIES FOR GROWTH.

We may from time to time consider selling certain assets if (a) we determine that such assets are not critical to our strategy, or (b) we believe the opportunity to monetize the asset is attractive or for various other reasons, including for the reduction of indebtedness. We have explored and will continue to explore the sale of certain non-core assets. Although our expectation is to engage in asset sales only if they advance or otherwise support our overall strategy, any such sale could reduce the size or scope of our business, our market share in particular markets or our opportunities with respect to certain markets, products or therapeutic categories. As a result, any such sale could have an adverse effect on our business, prospects and opportunities for growth, financial position, and results of operations and/or cash flow, and could cause the market value of our common stock to decline.

WE HAVE SIGNIFICANT INDEBTEDNESS WHICH COULD ADVERSELY EFFECT OUR FINANCIAL POSITION AND PREVENT US FROM FULFILLING OUR OBLIGATIONS UNDER SUCH INDEBTEDNESS. ANY REFINANCING OF THIS DEBT COULD BE AT SIGNIFICANTLY HIGHER INTEREST RATES. OUR SUBSTANTIAL INDEBTEDNESS COULD LEAD TO ADVERSE CONSEQUENCES.

Our level of indebtedness could have important consequences, including but not limited to:

- increasing our vulnerability to general adverse economic and industry conditions;
- requiring us to dedicate a substantial portion of our cash flow from operations to make debt service payments, thereby reducing the availability of cash flow to fund working capital, capital expenditures, acquisitions and investments and other general corporate purposes;
- limiting our flexibility in planning for, or reacting to, challenges and opportunities, and changes in our businesses and the markets in which we operate;

- limiting our ability to obtain additional financing to fund our working capital, capital expenditures, acquisitions and debt service requirements and other financing needs;
- increasing our vulnerability to increases in interest rates in general because a substantial portion of our indebtedness bears interest at floating rates; and
- placing us at a competitive disadvantage to our competitors that have less debt.

Our ability to service our indebtedness will depend on our future operating performance and financial results, which will be subject, in part, to factors beyond our control, including interest rates and general economic, financial and business conditions. If we do not have sufficient cash flow to service our indebtedness, we may need to refinance all or part of our existing indebtedness, borrow more money or sell securities or assets, some or all of which may not be available to us at acceptable terms or at all. In addition, we may need to incur additional indebtedness in the future in the ordinary course of business. Although the terms of our senior credit agreement and our bond indentures allow us to incur additional debt, this is subject to certain limitations which may preclude us from incurring the amount of indebtedness we otherwise desire.

In addition, if we incur additional debt, the risks described above could intensify. If global credit markets return to their recent levels of contraction, future debt financing may not be available to us when required or may not be available on acceptable terms, and as a result we may be unable to grow our business, take advantage of business opportunities, respond to competitive pressures or satisfy our obligations under our indebtedness. Any of the foregoing could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

Our credit facilities, senior unsecured notes, securitization facility, other outstanding indebtedness and any additional indebtedness we incur in the future impose, or may impose, significant operating and financial restrictions on us. These restrictions limit our ability to, among other things, incur additional indebtedness, make investments, pay certain dividends, prepay other indebtedness, sell assets, incur certain liens, enter into agreements with our affiliates or restricting our subsidiaries' ability to pay dividends, merge or consolidate. In addition, our Senior Credit Agreement requires us to maintain specified financial ratios. These covenants will not adversely affect our ability to finance our future operations or capital needs or to pursue available business opportunities. A breach of any of these covenants or our inability to maintain the required financial ratios could result in a default under the related indebtedness. If a default occurs, the relevant lenders could elect to declare our indebtedness, together with accrued interest and other fees, to be immediately due and payable. These factors could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

THE TOTAL AMOUNT OF INDEBTEDNESS RELATED TO OUR OUTSTANDING CASH CONVERTIBLE NOTES DUE 2015 (THE "CASH CONVERTIBLE NOTES") WILL INCREASE IF OUR STOCK PRICE INCREASES. ALSO, WE HAVE ENTERED INTO HEDGES AND WARRANT TRANSACTIONS IN CONNECTION WITH THE CASH CONVERTIBLE NOTES IN ORDER TO HEDGE SOME OF THE RISK ASSOCIATED WITH THE POTENTIAL INCREASE OF INDEBTEDNESS AND SETTLEMENT VALUE. SUCH TRANSACTIONS HAVE BEEN CONSUMMATED WITH CERTAIN COUNTERPARTIES, MAINLY HIGHLY RATED FINANCIAL INSTITUTIONS. ANY INCREASE IN INDEBTEDNESS, NET EXPOSURE RELATED TO THE RISK OR FAILURE OF ANY COUNTERPARTIES TO PERFORM THEIR OBLIGATIONS, COULD HAVE ADVERSE EFFECTS ON US, INCLUDING UNDER OUR DEBT AGREEMENTS.

Under applicable accounting rules, the cash conversion feature that is a term of the Cash Convertible Notes must be recorded as a liability on our balance sheet and periodically marked to fair value. If our stock price increases, the liability associated with the cash conversion feature would increase and, because this liability must be periodically marked to fair value on our balance sheet, the total amount of indebtedness related to the notes that is shown on our balance sheet would also increase. This could have adverse effects on us, including under any future debt agreements that contain covenants based on a definition of total indebtedness as defined under accounting principles generally accepted in the United States of America ("GAAP"). As a result, we may not be able to comply with such covenants in the future, which could, among other things, restrict our ability to grow our business, take advantage of business opportunities or respond to competitive pressures. The occurrence of any of the above risks could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of the notes and our common stock to decline.

In connection with the issuance of the Cash Convertible Notes, we entered into note hedge and warrant transactions with certain financial institutions, each of which we refer to as a counterparty. The Cash Convertible Note hedge is comprised of purchased cash-settled call options that are expected to reduce our exposure to potential cash payments required to be made

by us upon the cash conversion of the notes. We have also entered into respective warrant transactions with the counterparties pursuant to which we will have sold to each counterparty warrants for the purchase of shares of our common stock. Together, each of the note hedges and warrant transactions are expected to provide us with some protection against increases in our stock price over the conversion price per share. However, there is no assurance that these transactions will remain in effect at all times. Also, although we believe the counterparties are highly rated financial institutions, there are no assurances that the counterparties will be able to perform their respective obligations under the agreement we have with each of them. Any net exposure related to conversion of the notes or any failure of the counterparties to perform their obligations under the agreements we have with them could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

WE ENTER INTO VARIOUS AGREEMENTS IN THE NORMAL COURSE OF BUSINESS WHICH PERIODICALLY INCORPORATE PROVISIONS WHEREBY WE INDEMNIFY THE OTHER PARTY TO THE AGREEMENT.

In the normal course of business, we periodically enter into employment, legal settlement, and other agreements which incorporate indemnification provisions. In some but not all cases, we maintain insurance coverage which we believe will effectively mitigate our obligations under certain of these indemnification provisions. However, should our obligation under an indemnification provision exceed any applicable coverage or should coverage be denied, our business, financial position, results of operations and/or cash flow could be materially adversely affected, and the market value of our common stock could decline.

CURRENCY FLUCTUATIONS AND CHANGES IN EXCHANGE RATES COULD ADVERSELY AFFECT OUR BUSINESS, FINANCIAL POSITION, AND RESULTS OF OPERATION AND/OR CASH FLOWS.

Although we report our financial results in U.S. Dollars, a significant portion of our revenues, indebtedness and other liabilities and our costs are denominated in foreign currencies, including among others the Euro, Indian Rupee, British Pound, Canadian Dollar, Japanese Yen, Australian Dollar and Brazilian Real. Our results of operations and, in some cases, cash flow, have in the past been and may in the future be adversely affected by certain movements in currency exchange rates. In particular, the risk of a debt default by one or more European countries and related European or national financial restructuring efforts may cause volatility in the value of the Euro. Defaults or restructurings in other countries could have a similar adverse impact. From time to time, we may implement currency hedges intended to reduce our exposure to changes in foreign currency exchange rates. However, our hedging strategies may not be successful, and any of our unhedged foreign exchange exposures will continue to be subject to market fluctuations. The occurrence of any of the above risks could cause a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

THERE ARE INHERENT UNCERTAINTIES INVOLVED IN ESTIMATES, JUDGMENTS AND ASSUMPTIONS USED IN THE PREPARATION OF FINANCIAL STATEMENTS IN ACCORDANCE WITH GAAP. ANY FUTURE CHANGES IN ESTIMATES, JUDGMENTS AND ASSUMPTIONS USED OR NECESSARY REVISIONS TO PRIOR ESTIMATES, JUDGMENTS OR ASSUMPTIONS OR CHANGES IN ACCOUNTING STANDARDS COULD LEAD TO A RESTATEMENT OR REVISION TO PREVIOUSLY ISSUED FINANCIAL STATEMENTS.

The Consolidated and Condensed Consolidated Financial Statements included in the periodic reports we file with the SEC are prepared in accordance with GAAP. The preparation of financial statements in accordance with GAAP involves making estimates, judgments and assumptions that affect reported amounts of assets, liabilities, revenues, expenses and income. Estimates, judgments and assumptions are inherently subject to change in the future and any necessary revisions to prior estimates, judgments or assumptions could lead to a restatement. Furthermore, although we have recorded reserves for litigation related contingencies based on estimates of probable future costs, such litigation related contingencies could result in substantial further costs. Also, any new or revised accounting standards may require adjustments to previously issued financial statements. Any such changes could result in corresponding changes to the amounts of liabilities, revenues, expenses and income. Any such changes could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

WE MUST MAINTAIN ADEQUATE INTERNAL CONTROLS AND BE ABLE, ON AN ANNUAL BASIS, TO PROVIDE AN ASSERTION AS TO THE EFFECTIVENESS OF SUCH CONTROLS.

Effective internal controls are necessary for Mylan to provide reasonable assurance with respect to its financial reports. We spend a substantial amount of management and other employee time and resources to comply with laws, regulations and standards relating to corporate governance and public disclosure. In the U.S., such regulations include the Sarbanes-Oxley Act of 2002, SEC regulations and the NASDAQ listing standards. In particular, Section 404 of the Sarbanes-

Oxley Act of 2002 requires management's annual review and evaluation of our internal control over financial reporting and attestation as to the effectiveness of these controls by our independent registered public accounting firm. If we fail to maintain the adequacy of our internal controls, we may not be able to ensure that we can conclude on an ongoing basis that we have effective internal control over financial reporting. Additionally, internal control over financial reporting may not prevent or detect misstatements because of its inherent limitations, including the possibility of human error, the circumvention or overriding of controls, or fraud. Therefore, even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. In addition, projections of any evaluation of effectiveness of internal control over financial reporting to future periods are subject to the risk that the control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. If we fail to maintain the adequacy of our internal controls, including any failure to implement required new or improved controls, this could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

OUR FUTURE SUCCESS IS HIGHLY DEPENDENT ON OUR CONTINUED ABILITY TO ATTRACT AND RETAIN KEY PERSONNEL.

It is important that we attract and retain qualified personnel in order to develop and commercialize new products, manage the business, and compete effectively. If we fail to attract and retain key scientific, technical, commercial, or management personnel, our business could be affected adversely. Additionally, while we have employment agreements with certain key employees in place, their employment for the duration of the agreement is not guaranteed. If we are unsuccessful in retaining our key employees or enforcing certain post-employment contractual provisions such as confidentiality or non-competition, it could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

WE ARE IN THE PROCESS OF ENHANCING AND FURTHER DEVELOPING OUR GLOBAL ENTERPRISE RESOURCE PLANNING SYSTEMS AND ASSOCIATED BUSINESS APPLICATIONS, WHICH COULD RESULT IN BUSINESS INTERRUPTIONS IF WE ENCOUNTER DIFFICULTIES.

We are enhancing and further developing our global enterprise resource planning ("ERP") and other business critical information technology ("IT") infrastructure systems and associated applications to provide more operating efficiencies and effective management of our business and financial operations. Such changes to ERP systems and related software, and other IT infrastructure carry risks such as cost overruns, project delays and business interruptions and delays. If we experience a material business interruption as a result of our ERP enhancements, it could have a material adverse effect on our business, financial position, and results of operations and/or cash flow, and could cause the market value of our common stock to decline.

WE ARE INCREASINGLY DEPENDENT ON INFORMATION TECHNOLOGY AND OUR SYSTEMS AND INFRASTRUCTURE FACE CERTAIN RISKS, INCLUDING CYBERSECURITY AND DATA LEAKAGE RISKS.

Significant disruptions to our information technology systems or breaches of information security could adversely affect our business. We are increasingly dependent on sophisticated information technology systems and infrastructure to operate our business. In the ordinary course of business, we collect, store and transmit large amounts of confidential information, and it is critical that we do so in a secure manner to maintain the confidentiality and integrity of such confidential information. We also have outsourced significant elements of our operations to third parties, some of which are outside the United States, including significant elements of our information technology infrastructure, and as a result we are managing many independent vendor relationships with third parties who may or could have access to our confidential information. The size and complexity of our information technology systems, and those of our third party vendors with whom we contract, make such systems potentially vulnerable to service interruptions. The size and complexity of our and our vendors' systems and the large amounts of confidential information that is present on them also makes them potentially vulnerable to security breaches from inadvertent or intentional actions by our employees, partners or vendors, or from attacks by malicious third parties. We and our vendors could be susceptible to third party attacks on our information security systems, which attacks are of ever increasing levels of sophistication and are made by groups and individuals with a wide range of motives and expertise, including criminal groups, "hackers" and others. Maintaining the secrecy of this confidential, proprietary, and/or trade secret information is important to our competitive business position. However, such information can be difficult to protect. While we have taken steps to protect such information and invested heavily in information technology, there can be no assurance that our efforts will prevent service interruptions or security breaches in our systems or the unauthorized or inadvertent wrongful use or disclosure of confidential information that could adversely affect our business operations or result in the loss, dissemination, or misuse of critical or sensitive information. A breach of our security measures or the accidental loss, inadvertent disclosure, unapproved dissemination, misappropriation or misuse of trade secrets, proprietary information, or other confidential information, whether as a result of theft, hacking, fraud, trickery or other forms of deception, or for any other cause, could

enable others to produce competing products, use our proprietary technology or information, and/or adversely affect our business position. Further, any such interruption, security breach, loss or disclosure of confidential information, could result in financial, legal, business, and reputational harm to us and could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

THE EXPANSION OF SOCIAL MEDIA PLATFORMS PRESENT NEW RISKS AND CHALLENGES.

The inappropriate use of certain social media vehicles could cause brand damage or information leakage or could lead to legal implications from the improper collection and/or dissemination of personally identifiable information. In addition, negative posts or comments about us on any social networking web site could seriously damage our reputation. Further, the disclosure of non-public company sensitive information through external media channels could lead to information loss as there might not be structured processes in place to secure and protect information. If our non-public sensitive information is disclosed or if our reputation is seriously damaged through social media, it could have a material adverse effect on our business, financial position, results of operations and/or cash flow, and could cause the market value of our common stock to decline.

ITEM 1B. Unresolved Staff Comments

None.

ITEM 2. Properties

For information regarding properties, refer to Item 1, “Business,” in Part I of this Annual Report.

ITEM 3. Legal Proceedings

For information regarding legal proceedings, refer to Note 15, “Contingencies,” in the accompanying Notes to Consolidated Financial Statements in this Annual Report.

PART II

ITEM 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our common stock is traded on the NASDAQ Stock Market under the symbol "MYL." The following table sets forth the quarterly high and low sales prices for our common stock for the periods indicated:

Year Ended December 31, 2013	High	Low
Three months ended March 31, 2013	$ 31.22	$ 27.38
Three months ended June 30, 2013	32.27	27.66
Three months ended September 30, 2013	39.41	30.01
Three months ended December 31, 2013	44.73	36.97

Year Ended December 31, 2012	High	Low
Three months ended March 31, 2012	$ 23.88	$ 20.37
Three months ended June 30, 2012	23.63	20.21
Three months ended September 30, 2012	24.67	21.20
Three months ended December 31, 2012	28.50	23.25

As of February 18, 2014 there were approximately 136,382 holders of record of our common stock, including those held in street or nominee name.

The Company did not pay dividends in 2013 and does not intend to pay dividends on its common stock in the near future.

UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Issuer purchases of equity securities:

Period	Total Number of Shares Purchased[1][2]	Average Price Paid per Share[3]	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs
October 1 - October 31, 2013	—	$ —	—	$ 500,000,000
November 1 - November 30, 2013	11,149,221	$ 40.69	11,149,221	$ 46,338,198
December 1 - December 31, 2013	1,072,044	$ 43.23	1,072,044	$ —
Total	12,221,265	$ 40.91	12,221,265	$ —

(1) On October 29, 2013, the Company announced that its Board of Directors had approved the repurchase of up to $500 million of the Company's common stock in the open market or through other methods. The repurchase was completed by December 31, 2013.

(2) The number of shares purchased is based on the purchase date and not the settlement date.

(3) Average price per share includes commissions.

In the past three years, we have issued unregistered securities in connection with the following transactions:

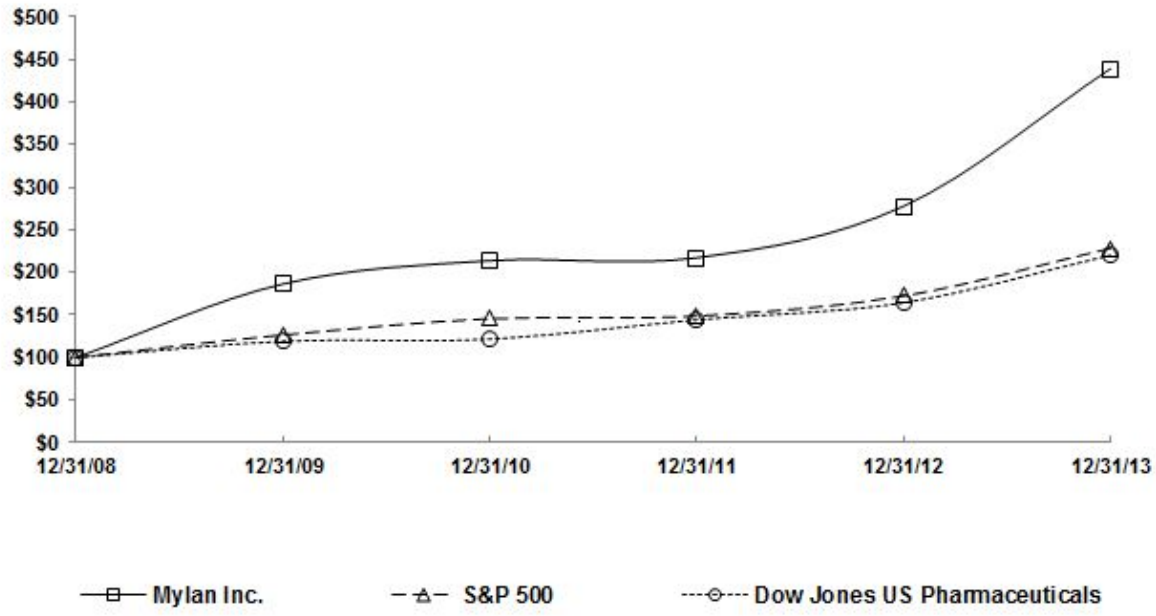
In June 2013, we issued $1.15 billion aggregate principal amount of 1.800% Senior Notes due 2013 and 2.600% Senior Notes 2018 in a private offering exempt from the registration requirements of the Securities Act to qualified institutional buyers in accordance with Rule 144A and to persons outside of the United States pursuant to Regulation S under the Securities Act. The Company filed a registration statement with the SEC with respect to an offer to exchange these notes for registered notes with the same aggregate principal amount and terms substantially identical in all material respects. This registration

statement was declared effective on January 31, 2014. The exchange offer will expire on March 3, 2014, unless extended or terminated by the Company.

In December 2012, we issued $750.0 million aggregated principal amount of 3.125% Senior Notes due 2023. These notes were issued in a private offering exempt from the registration requirements of the Securities Act to qualified institutional buyers in accordance with Rule 144A and to persons outside of the United States pursuant to Regulation S under the Securities Act.

STOCK PERFORMANCE GRAPH

Set forth below is a performance graph comparing the cumulative total return (assuming reinvestment of dividends), in U.S. Dollars, for the calendar years ended December 31, 2009, 2010, 2011, 2012 and 2013 of $100 invested on December 31, 2008 in Mylan's Common Stock, the Standard & Poor's 500 Index and the Dow Jones U.S. Pharmaceuticals Index.



	12/08	12/09	12/10	12/11	12/12	12/13
Mylan Inc.	100.00	186.35	213.65	216.99	277.55	438.83
S&P 500	100.00	126.46	145.51	148.59	172.37	228.19
Dow Jones U.S. Pharmaceuticals	100.00	119.09	121.62	144.30	164.36	220.11

ITEM 6. **Selected Financial Data**

The selected consolidated financial data set forth below should be read in conjunction with "Management's Discussion and Analysis of Results of Operations and Financial Condition" and the Consolidated Financial Statements and related Notes to Consolidated Financial Statements included in Item 8 in this Form 10-K. The functional currency of the primary economic environment in which the operations of Mylan and its subsidiaries in the U.S. are conducted is the U.S. Dollar. The functional currency of non-U.S. subsidiaries is generally the local currency in the country in which each subsidiary operates.

	Year Ended December 31,				
(In thousands, except per share amounts)	**2013**	**2012**	**2011** [1]	**2010**	**2009**
Statements of Operations:					
Total revenues	$ 6,909,143	$ 6,796,110	$ 6,129,825	$ 5,450,522	$ 5,092,785
Cost of sales [2]	3,868,800	3,887,806	3,566,461	3,233,125	3,018,313
Gross profit	3,040,343	2,908,304	2,563,364	2,217,397	2,074,472
Operating expenses:					
Research and development	507,823	401,341	294,728	282,146	275,258
Selling, general and administrative	1,411,629	1,400,747	1,214,631	1,086,609	1,050,145
Litigation settlements, net	(14,639)	(3,133)	48,556	127,058	225,717
Earnings from operations	1,135,530	1,109,349	1,005,449	721,584	523,352
Interest expense	313,336	308,699	335,944	331,462	318,496
Other (expense) income, net	(74,854)	3,429	(14,869)	(34,178)	22,119
Earnings before income taxes and noncontrolling interest	747,340	804,079	654,636	355,944	226,975
Income tax provision (benefit)	120,808	161,145	115,833	10,402	(20,773)
Net earnings attributable to the noncontrolling interest	(2,821)	(2,084)	(1,993)	(427)	(15,177)
Net earnings attributable to Mylan Inc. before preferred dividends	623,711	640,850	536,810	345,115	232,571
Preferred dividends	—	—	—	121,535	139,035
Net earnings attributable to Mylan Inc. common shareholders	$ 623,711	$ 640,850	$ 536,810	$ 223,580	$ 93,536
Selected Balance Sheet data:					
Total assets	$ 15,236,341	$ 11,931,897	$ 11,598,143	$ 11,536,804	$ 10,801,734
Working capital [3]	1,515,190	1,709,214	1,005,688	1,749,831	1,567,239
Short-term borrowings	439,797	298,987	128,054	162,451	184,352
Long-term debt, including current portion of long-term debt	7,586,461	5,431,948	5,168,226	5,268,185	4,991,335
Total equity	2,959,907	3,355,828	3,504,782	3,615,401	3,145,198
Earnings per common share attributable to Mylan Inc. common shareholders:					
Basic	$ 1.63	$ 1.54	$ 1.25	$ 0.69	$ 0.31
Diluted	$ 1.58	$ 1.52	$ 1.22	$ 0.68	$ 0.30
Weighted average common shares outstanding:					
Basic	383,327	415,210	430,839	324,453	305,162
Diluted	394,454	420,236	438,785	328,979	306,913

(1) The weighted average common shares outstanding includes the full year effect of the conversion of the 6.50% mandatorily convertible preferred stock into approximately 125.2 million shares of common stock.

(2) Cost of sales includes the following amounts primarily related to the amortization of purchased intangibles from acquisitions: $353.1 million, $349.5 million, $348.6 million, $309.2 million and $282.5 million for 2013, 2012, 2011, 2010 and 2009, respectively. In addition, cost of sales included the following amounts related to impairment charges to IPR&D assets: $18.0 million $41.6 million and $16.2 million, in 2013, 2012 and 2011, respectively.

(3) Working capital is calculated as current assets minus current liabilities.

ITEM 7. Management's Discussion and Analysis of Financial Condition And Results of Operations

The following discussion and analysis addresses material changes in the financial condition and results of operations of Mylan Inc. and subsidiaries (collectively, the "Company," "Mylan," "our" or "we") for the periods presented. This discussion and analysis should be read in conjunction with the Consolidated Financial Statements, the related Notes to Consolidated Financial Statements and our other Securities and Exchange Commission ("SEC") filings and public disclosures.

This Form 10-K may contain "forward-looking statements." These statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements may include, without limitation, statements about our market opportunities, strategies, competition and expected activities and expenditures, and at times may be identified by the use of words such as "may," "will," "could," "should," "would," "project," "believe," "anticipate," "expect," "plan," "estimate," "forecast," "potential," "intend," "continue," "pursue" and variations of these words or comparable words. Forward-looking statements inherently involve risks and uncertainties. Accordingly, actual results may differ materially from those expressed or implied by these forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, the risks described above under "Risk Factors" in Part I, Item 1A. We undertake no obligation to update any forward-looking statements for revisions or changes after the filing date of this Form 10-K.

Executive Overview

Mylan is a leading global pharmaceutical company, which develops, licenses, manufactures, markets and distributes generic, branded generic and specialty pharmaceuticals. Mylan is committed to setting new standards in health care, and our mission is to provide the world's 7 billion people access to high quality medicine. To do so, we innovate to satisfy unmet needs; make reliability and service excellence a habit; do what's right, not what's easy; and impact the future through passionate global leadership.

Mylan offers one of the industry's broadest product portfolios, including more than 1,300 marketed products, to customers in approximately 140 countries and territories. We operate a global, high quality vertically-integrated manufacturing platform, which includes more than 35 manufacturing facilities around the world and one of the world's largest active pharmaceutical ingredient ("API") operations. We also operate a strong research and development ("R&D") network that has consistently delivered a robust product pipeline. Additionally, Mylan has a specialty business that is focused on respiratory and allergy therapies.

Mylan has two segments, "Generics" and "Specialty." Generics primarily develops, manufactures, sells and distributes generic or branded generic pharmaceutical products in tablet, capsule, injectable or transdermal patch form, as well as API. Our generic pharmaceutical business is conducted primarily in the United States ("U.S.") and Canada (collectively, "North America"); Europe, the Middle East and Africa (collectively, "EMEA"); and India, Australia, Japan, New Zealand and Brazil (collectively, "Rest of World"). References in this Annual Report to Asia Pacific represent our generic pharmaceutical business in India, Australia, Japan and New Zealand prior to the acquisition of Agila Specialties business ("Agila") and the inclusion of Brazil within the Rest of World. Our API business is conducted through Mylan Laboratories Limited ("Mylan India"), which is included within the Rest of World in our Generics segment. Specialty engages mainly in the manufacture and sale of branded specialty injectable and nebulized products. We also report in Corporate/Other certain R&D expenses, general and administrative expenses, litigation settlements, amortization of intangible assets and certain purchase accounting items, impairment charges, if any, and other items not directly attributable to the segments.

Significant recent events include the following:

Agila Specialties

On February 27, 2013, the Company announced that it signed definitive agreements to acquire Agila, a developer, manufacturer and marketer of high-quality generic injectable products, from Strides Arcolab Limited ("Strides Arcolab"). The transaction closed on December 4, 2013, and the total purchase price was approximately $1.43 billion (net of cash acquired of $3.4 million), which includes estimated contingent consideration of $250 million. The contingent consideration, which could total a maximum of $461 million, is primarily related to the satisfaction of certain regulatory conditions, including any potential regulatory remediation costs and the resolution of certain pre-acquisition contingencies. The acquisition of Agila significantly expands and strengthens Mylan's existing injectables platform and portfolio, and also provides Mylan entry into certain new geographic markets.

Pfizer Japan Collaboration Agreement

Beginning in 2013, we established an exclusive long-term strategic collaboration with Pfizer Japan Inc. ("Pfizer Japan") to develop, manufacture, distribute and market generic drugs in Japan. Under the agreement, both parties operate separate legal entities in Japan and collaborate on current and future generic products, sharing the costs and profits resulting from the collaboration. Mylan's responsibilities in Japan primarily consist of managing operations, including R&D and manufacturing. Pfizer Japan's responsibilities primarily consist of the commercialization of the combined generics portfolio and managing a combined marketing and sales effort.

Respiratory Delivery Platform

On December 23, 2011, we completed the acquisition of the exclusive worldwide rights to develop, manufacture and commercialize a generic equivalent to GlaxoSmithKline's Advair® Diskus and Seretide® Diskus, incorporating Pfizer Inc.'s proprietary dry powder inhaler delivery platform (the "respiratory delivery platform"). Advair® Diskus and Seretide® Diskus are inhaled fixed-dose combinations of Fluticasone Propionate and Salmeterol delivered via a dry powder inhaler and are used to treat asthma and chronic obstructive pulmonary disorder. The acquisition of the respiratory delivery platform filled an important strategic gap in our product portfolio and expanded our focus on difficult-to-produce, limited competition products, and it has served as a base for our respiratory franchise. The respiratory delivery platform and scientific expertise are also being used to develop additional branded specialty products, building upon the capabilities and assets that we have in place within our Specialty segment. As part of the agreement, we will fund the remaining development and capital requirements as well as make certain potential development and commercial milestone payments as the products are brought to market.

This transaction was accounted for as a purchase of a business with a total purchase consideration of $348 million. This amount consisted of an initial cash payment of $22 million, approximately $4 million in assumed liabilities and contingent consideration with an estimated fair value of approximately $322 million to be paid upon the achievement of future development and commercial milestones and the sharing of future profits.

Other Transactions

In the fourth quarter of 2013, the Company entered into a licensing agreement with Pfizer for the exclusive worldwide rights to develop, manufacture and commercialize a novel long-acting muscarinic antagonist compound. Also during 2013, the Company entered into a definitive agreement with Biocon Limited for an exclusive strategic collaboration on the development and commercialization of generic versions of three insulin analog products.

Issuance of Senior Notes

In November 2013, we issued $2.0 billion aggregate principal amount of registered Senior Notes, comprised of 1.350% Senior Notes due 2016, 2.550% Senior Notes due 2019, 4.200% Senior Notes due 2023 and 5.400% Senior Notes due 2043. The net proceeds from the offering were used to fund the acquisition of Agila and for general corporate purposes, including, but not limited to, the repayment of short-term borrowings and funding of the share repurchase program executed in the fourth quarter of 2013.

In June 2013, we issued $1.15 billion aggregate principal amount of 1.800% Senior Notes due 2016 and 2.600% Senior Notes due 2018 ("June 2013 Senior Notes") in a private offering exempt from the registration requirements of the Securities Act to qualified institutional buyers in accordance with Rule 144A and to persons outside of the United States pursuant to Regulation S under the Securities Act. The Company filed a registration statement with the SEC with respect to an

offer to exchange these notes for registered notes with the same aggregate principal amount and terms substantially identical in all material respects. This registration statement was declared effective on January 31, 2014. The exchange offer will expire on March 3, 2014, unless extended or terminated by the Company. Net proceeds from the June 2013 Senior Notes were used to repay all of its outstanding $1.13 billion in U.S. Term Loans and for general corporate purposes.

Share Repurchase Programs

During 2013, the Company completed two share repurchase programs by purchasing approximately 28.5 million shares of common stock for approximately $1.0 billion. During 2012, the Company also completed two share repurchase programs by purchasing approximately 41.4 million shares of common stock for approximately $1.0 billion. During 2011, the Company repurchased approximately 14.8 million shares of common stock for approximately $350 million.

Financial Summary

For the year ended December 31, 2013, Mylan reported total revenues of $6.91 billion compared to $6.80 billion for the year ended December 31, 2012. This represents an increase in revenues of $113.0 million, or 1.7%. Consolidated gross profit for the current year was $3.04 billion, compared to $2.91 billion in the comparable prior year period, an increase of $132.0 million, or 4.5%. For the current year, earnings from operations were $1.14 billion, as compared to $1.11 billion for the year ended December 31, 2012, an increase of $26.2 million, or 2.4%.

Net earnings attributable to Mylan Inc. common shareholders decreased $17.1 million, or 2.7%, to $623.7 million for the year ended December 31, 2013 compared to $640.9 million for the prior year comparable period. Diluted earnings per common share attributable to Mylan Inc. increased 3.9% from $1.52 to $1.58 for the year ended December 31, 2013 compared to the prior year comparable period. A more detailed discussion of the Company's financial results can be found below in the section titled "Results of Operations."

Results of Operations

2013 Compared to 2012

Total Revenues and Gross Profit

For the year ended December 31, 2013, Mylan reported total revenues of $6.91 billion compared to $6.80 billion in the prior year period. Total revenues include both net revenues and other revenues from third parties. Third party net revenues for the current year were $6.86 billion compared to $6.75 billion for the same prior year period, representing an increase of $106.4 million, or 1.6%. Other third party revenues for the current year were $52.5 million compared to $45.9 million in the prior year period, an increase of $6.6 million.

Mylan's current year revenues were unfavorably impacted by the effect of foreign currency translation, primarily reflecting changes in the U.S. Dollar as compared to the currencies of Mylan's subsidiaries in India, Japan and Australia. When translating total revenues for the current year at prior year comparative period exchange rates ("constant currency"), the unfavorable impact of foreign currency translation on current year total revenues was approximately $125 million, or 2%. As such, translating total revenues for 2013 at prior year foreign currency exchange rates would have resulted in year over year constant currency growth of approximately $238 million, or 4%. The contribution from new product launches in the current period of approximately $285 million was not as significant as the contribution in the comparable prior year period of approximately $922 million, a decline of approximately 69%. The North America region of the Generics segment accounted for the majority of this decline in the contribution from new product revenues in 2013 versus 2012. Offsetting the decline in new product revenues was 14% constant currency revenue growth in the Rest of World region of the Generics segment and 18% growth in the Specialty segment. On a constant currency basis, revenues from existing products decreased approximately $56 million. The decrease was driven by a pricing decline of approximately $377 million due to unfavorable pricing within Generics, partially offset by favorable pricing within Specialty. The pricing decline was partially offset by incremental volume within both Generics and Specialty, which contributed approximately $321 million to current year sales. The operating results of Agila have been included in Mylan's consolidated financial statements since the acquisition date, December 4, 2013, and were not material.

In arriving at net revenues, gross revenues are reduced by provisions for estimates, including discounts, rebates, promotions, price adjustments, returns and chargebacks. See the section titled *Application of Critical Accounting Policies* in this Item 7, for a discussion of our methodology with respect to such provisions. For 2013, the most significant amounts

charged against gross revenues were $2.35 billion related to chargebacks and $1.64 billion related to incentives offered to our direct customers, such as promotions and volume related incentives. For 2012, the most significant amounts charged against gross revenues were for chargebacks in the amount of $2.35 billion and incentives offered to our direct customers in the amount of $1.67 billion.

Cost of sales for the current year ended December 31, 2013 was $3.87 billion, compared to $3.89 billion in the prior year. Cost of sales for is impacted by the amortization of acquired intangible assets and restructuring and other special items as described further in the section titled “Adjusted Earnings.” These items totaled approximately $423.8 million in the current year. The prior year cost of sales included similar purchase accounting and restructuring and other special items in the amount of $456.8 million. The decrease in current year purchase accounting and restructuring and other special items is principally the result of a $41.6 million in-process research and development (“IPR&D”) asset impairment charge in the prior year compared to an IPR&D asset impairment charge of $18.0 million in the current year. Excluding purchase accounting and restructuring and other special items, cost of sales in the current year increased to $3.45 billion from $3.43 billion, corresponding to the increase in sales.

Gross profit for the current year was $3.04 billion and gross margins were 44.0%. For 2012, gross profit was $2.91 billion, and gross margins were 42.8%. Excluding purchase accounting, restructuring and other special items discussed in the paragraph above, gross margins would have been approximately 50% in both 2013 and 2012. Gross margins were favorably impacted in the current year as a result of new product introductions by approximately 130 basis points and favorable pricing and volume on the EpiPen® Auto-Injector in our Specialty segment by approximately 70 basis points. These increases were almost entirely offset by lower gross margins on existing products principally as a result of unfavorable pricing within the Generics segment.

From time to time, a limited number of our products may represent a significant portion of our revenues, gross profit and net earnings. Generally, this is due to the timing of new product launches and the amount, if any, of additional competition in the market. Our top ten products in terms of sales, in the aggregate, represented approximately 31% and 28% of total revenues in 2013 and 2012, respectively.

Generics Segment

For the current year, Generics third party net revenues were $5.87 billion compared to $5.91 billion in the prior year period, a decrease of $40.0 million, or 0.7%. Foreign currency had an unfavorable impact on third party net revenues for the current year. When translated at prior year foreign currency exchange rates, Generics third party net revenues for the current year would have increased by approximately $83 million, or 1% when compared to the prior year period. Generics sales are derived primarily in or from North America, EMEA and the Rest of World.

Third party net revenues from North America were $3.01 billion for the current year, compared to $3.23 billion for the prior year, representing a decrease of $217.7 million, or 6.7%. The decrease in current year third party net revenues was due to a greater amount of revenue from new product launches in the prior year, which included the launches of Escitalopram, Valsartan and Hydrochlorothiazide Tablets, USP and Pioglitazone. Revenues from new product launches in the current year totaled $198 million compared to $784 million in the prior year, a decrease of approximately 75%. The effect of foreign currency translation was insignificant within North America.

Products generally contribute most significantly to revenues and gross margins at the time of their launch, even more so in periods of market exclusivity, or in periods of limited generic competition. As such, the timing of new product introductions can have a significant impact on Mylan’s financial results.

The entrance into the market of additional competition generally has a negative impact on the volume and pricing of the affected products. Additionally, pricing is often affected by factors outside of the Company’s control.

Third party net revenues from EMEA were $1.50 billion in 2013, compared to $1.36 billion in 2012, an increase of $143.3 million, or 10.6%. Translating current period third party net revenues from EMEA at comparable prior year exchange rates would have resulted in a year-over-year increase in third party net revenues of approximately $108 million, or 8%. This increase was the result of a double-digit increase in revenues in France and Italy as a result of new product revenue and favorable volumes. Partially offsetting this increase was unfavorable pricing in a number of European markets in which Mylan operates, as a result of government-imposed pricing reductions and competitive market conditions.

Local currency net revenues from Mylan’s businesses in France and Italy increased compared to the prior year as a result of new product launches and higher volumes on existing products partially offset by the impact of lower pricing due to

government-imposed pricing reductions and an increasingly competitive market. Our market share in France remained relatively stable in 2013 as compared to 2012, and we remain the market leader.

In the United Kingdom, local currency third party net revenues increased by double digits in the current year versus the prior year as a result of favorable pricing on existing products combined with new product introductions.

In addition to France and Italy, certain other markets in which we do business, including Spain, have undergone government-imposed price reductions, and further government-imposed price reductions are expected in the future. Such measures, along with the tender systems discussed below, are likely to have a negative impact on sales and gross profit in these markets. However, government initiatives in certain markets that appear to favor generic products could help to mitigate this unfavorable effect by increasing rates of generic substitution and penetration.

A number of markets in which we operate have implemented or may implement tender systems for generic pharmaceuticals in an effort to lower prices. Generally speaking, tender systems can have an unfavorable impact on revenue and profitability. Under such tender systems, manufacturers submit bids that establish prices for generic pharmaceutical products. Upon winning the tender, the winning company will receive a preferential reimbursement for a period of time. The tender system often results in companies underbidding one another by proposing low pricing in order to win the tender. Additionally, the loss of a tender by a third party to whom we supply API can also have a negative impact on our sales and profitability. Sales, primarily in Germany, continue to be negatively affected by the impact of tender systems.

In the Rest of World, third party net revenues were $1.36 billion in 2013, compared to $1.33 billion in 2012, an increase of $34.4 million, or 2.6%. Excluding the unfavorable effect of foreign currency translation, calculated as described above, net third party revenues would have increased by approximately $190 million, or 14%. This increase was primarily driven by higher third party sales by our operations in India, particularly in the antiretroviral (“ARV”) franchise, as well as double digit constant currency growth in Japan.

The increase in third party net revenues from our operations in India, excluding the effect of foreign currency, is due to significant growth in sales of ARV products used in the treatment of HIV/AIDS, both as finished dosage form (“FDF”) generic products and API. In addition to third party sales, the Rest of World region also supplies both FDF generic products and API to Mylan subsidiaries in conjunction with the Company’s vertical integration strategy. Intercompany revenues recognized by the Rest of World region were $307.9 million in 2013, compared to $283.8 million in the prior year. These intercompany sales eliminate within, and therefore are not included in Generics or consolidated third party net revenues.

In Japan, third party net revenues, excluding the effects of foreign currency, increased by double digits as a result of higher volumes and new product introductions. In Australia, local currency third party net revenues were slightly lower than the prior year as a result of significant government imposed pricing reform, partially offset by new product sales and incremental volumes on existing products. As in EMEA, both Australia and Japan have undergone government-imposed price reductions which have had, and could continue to have, a negative impact on sales and gross profit in these markets.

Specialty Segment

For the current year, Specialty reported third party net revenues of $981.7 million, an increase of $146.3 million, or 17.6%, from the prior year period of $835.4 million. The increase was principally the result of higher sales of the EpiPen® Auto-Injector, which is used in the treatment of severe allergic reactions (anaphylaxis), as a result of favorable pricing and increased volume. The EpiPen® Auto-Injector is the number one dispensed epinephrine auto-injector. The market continues to grow as awareness of the risk of anaphylaxis increases. In addition, sales of the Perforomist® Inhalation Solution increased by double digits from the prior year as a result of favorable pricing.

Operating Expenses

Research & Development Expense

R&D expense in 2013 was $507.8 million, compared to $401.3 million in the same prior year period, an increase of $106.5 million. R&D increased due primarily to the expenses related to the development of our respiratory and biologics programs as well as the timing of internal and external product development projects. In addition, during 2013 the Company incurred up front licensing and milestone payments of approximately $49.4 million, which are included as a component of R&D expense.

Selling, General & Administrative Expense

Selling, general and administrative ("SG&A") expense for the current year was $1.41 billion, compared to $1.40 billion for the prior year, an increase of $10.9 million. Primary factors contributing to the increase in SG&A include an increase in certain payroll and related employee benefit costs of approximately $42 million as we continue to build out our infrastructure in certain areas and acquisition related costs of approximately $37 million. Additional factors contributing to the increase in SG&A include fair value adjustments to contingent consideration of approximately $3 million during 2013. These items were partially offset by lower sales and marketing costs in Japan of approximately $29 million, as a result of the collaboration with Pfizer Japan and lower marketing and advertising related costs within our Specialty segment of approximately $14 million.

Litigation Settlements, net

During 2013, the Company recorded a $14.6 million net gain for litigation settlements, compared to a net gain of $3.1 million in the prior year period. The net gain in litigation settlements in the current year was principally related to recoveries of lost profits in patent-infringement matters totaling approximately $25 million, including recoveries related to product launches. These recoveries were offset by a $10.3 million charge related to a European Commission matter. In the prior year period, the Company recorded a $3.1 million net gain comprised of gains of approximately $34 million for the favorable resolution of patent infringement matters, partially offset by an approximate $20 million charge related to pricing litigation matters and other patent infringement matters.

Interest Expense

Interest expense for 2013 totaled $313.3 million, compared to $308.7 million for 2012. The increase in the current year is principally due to higher interest expense related to clean energy investments and non-cash accretion of contingent consideration liabilities. Included in interest expense is the amortization of the discounts and premiums on our convertible debt instruments and senior notes, which totals $28.2 million for the current period and $29.4 million for the same prior year period. Also included in interest expense for the current period is accretion of our contingent consideration liability related to certain acquisitions. The amount of accretion included in the current year was $32.3 million compared to $30.7 million in the prior year.

Other (Expense) Income, Net

Other (expense) income, net, was expense of $74.9 million in the current year compared to income of $3.4 million in the prior year period. Other (expense) income, net for the current year included charges of approximately $63.9 million related to the redemption of the 7.625% Senior Notes due in 2017, comprised of the redemption premium and the write-off of deferred financing fees. In addition, the Company incurred charges of approximately $8.7 million in conjunction with the Senior Credit Agreement refinancing transaction related to the write-off of deferred financing fees. Also included are losses from equity affiliates, foreign exchange transaction gains and losses and interest and dividend income.

Income Tax Expense

We recorded income tax expense of $120.8 million in 2013 compared to expense of $161.1 million in 2012, a decrease of $40.3 million. This decrease was primarily due to lower pretax income; an increase in business tax credits as a result of additional investments made during the year in facilities whose production is eligible for IRC Section 45 credits; a reduction in income subject to tax in the U.S.; and the retroactive effect of federal tax legislation enacted in January 2013. Partially offsetting these items were increases in valuation allowances for net operating losses in foreign jurisdictions, lower net foreign tax credit benefits and lower releases and settlements of uncertain tax positions in 2013. Also affecting the Company's changes to its tax provision were higher levels of income earned in jurisdictions with tax rates below the U.S. rate.

2012 Compared to 2011

Total Revenues and Gross Profit

For the year ended December 31, 2012, Mylan reported total revenues of $6.80 billion compared to $6.13 billion in 2011. Total revenues include both net revenues and other revenues from third parties. Third party net revenues for 2012 were $6.75 billion compared to $6.11 billion for 2011, representing an increase of $644.0 million, or 10.5%. Other third party revenues for 2012 were $45.9 million compared to $23.5 million in 2011, an increase of $22.3 million, primarily due to increased royalties.

Mylan's revenues were unfavorably impacted by the effect of foreign currency translation, primarily reflecting changes in the U.S. Dollar as compared to the currencies of Mylan's Euro-denominated subsidiaries, as well as the currencies of Mylan's subsidiaries in India, Australia and Japan. The unfavorable impact of foreign currency translation on 2012 total revenues was approximately $197 million, or 3%. As such, translating total revenues for 2012 at prior year foreign currency exchange rates would have resulted in year-over-year growth of approximately $863 million, or approximately 14%. New product launches totaled approximately $922 million. On a constant currency basis, revenues from existing products decreased approximately $81 million. The decline in pricing of approximately $340 million was due to unfavorable pricing with Generics, partially offset by favorable pricing within Specialty. Incremental volume within both Generics and Specialty contributed approximately $260 million to current year sales.

In arriving at net revenues, gross revenues are reduced by provisions for estimates, including discounts, rebates, promotions, price adjustments, returns and chargebacks. See the section titled *Application of Critical Accounting Policies* in this Item 7, for a discussion of our methodology with respect to such provisions. For 2012, the most significant amounts charged against gross revenues were for chargebacks in the amount of $2.35 billion related to chargebacks and $1.67 billion related to incentives offered to our direct customers, such as promotions and volume related incentives. For 2011, the most significant amounts charged against gross revenues were for chargebacks in the amount of $2.13 billion and incentives offered to our direct customers in the amount of $1.26 billion.

Cost of sales for 2012 was $3.89 billion, compared to $3.57 billion in 2011. Cost of sales in 2012 was impacted by the amortization of acquired intangible assets, and restructuring and other special items as described further in the section titled "Adjusted Earnings." These items totaled approximately $456.8 million, which includes an IPR&D asset impairment charge of $41.6 million. Cost of sales for 2011 included similar purchase accounting and restructuring and other special items in the amount of $373.2 million, including a $16.2 million IPR&D asset impairment charge. The increase in purchase accounting and restructuring and other special items is principally the result of various restructuring programs for certain production employees, the IPR&D impairment charge noted above and costs associated with the ratification of a new collective bargaining agreement with the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and its Local Union 8-957 AFL-CIO. The agreement governs certain employees at our Morgantown, West Virginia manufacturing site, including the estimated withdrawal obligation from a multi-employer pension plan. Excluding these amounts, cost of sales increased to $3.43 billion from $3.19 billion, corresponding to the increase in sales.

Gross profit for 2012 was $2.91 billion and gross margins were 42.8%. For 2011, gross profit was $2.56 billion, and gross margins were 41.8%. Excluding the purchase accounting and other special items discussed in the paragraph above, gross margins would have been approximately 50% in 2012, and 48% in 2011. The increase in gross margin was the result of new product introductions in 2012, which increased gross margins by approximately 320 basis points and favorable pricing and volume on EpiPen® Auto-Injector in our Specialty segment, the impact of which was approximately 105 basis points. These increases were partially offset by lower gross margins on existing products principally as a result of unfavorable pricing in Generics.

From time to time, a limited number of our products may represent a significant portion of our net revenues, gross profit and net earnings. Generally, this is due to the timing of new product launches and the amount, if any, of additional competition in the market. Our top ten products in terms of sales, in the aggregate, represented approximately 28% and 23% of total revenues in 2012 and 2011, respectively.

Generics Segment

For 2012, Generics third party net revenues were $5.91 billion compared to $5.52 billion in 2011, an increase of $390.4 million, or 7.1%. Translating Generics 2012 third party net revenues at 2011 foreign currency exchange rates would have resulted in year-over-year growth of approximately $587 million, or 11%. Generics sales are derived primarily in or from North America, EMEA and Asia Pacific.

Third party net revenues from North America were $3.23 billion for 2012, compared to $2.82 billion for 2011, representing an increase of $405.5 million, or 14.4%. The increase in 2012 third party net revenues was primarily driven by new product launches, partially offset by lower sales of existing products. The effect of foreign currency translation was insignificant within North America.

The increase in 2012 third party net revenues from new product launches totaled approximately $784 million. Products generally contribute most significantly to revenues and gross margins at the time of their launch, even more so in periods of market exclusivity, or in periods of limited generic competition. As such, the timing of new product introductions can have a significant impact on Mylan's financial results. The most significant new products launched in 2012 included

Escitalopram Tablets USP, 5 mg, 10 mg and 20 mg, the first equivalent product to Forest Laboratories' Lexapro®, Valsartan and Hydrochlorothiazide Tablets USP, the generic version of Novartis' Diovan HCT® Tablets, Doxycycline Hyclate Delayed-release (DR) Tablets USP, 150 mg, the generic version of Mayne Pharma's Doryx® 150 mg product that is marketed by Actavis Inc. (formerly known as Warner Chilcott) and Pioglitazone Tablets USP, 15 mg, 30 mg and 45 mg, the generic version of Takeda Pharmaceuticals Company's Actos® Tablets.

The entrance into the market of additional competition generally has a negative impact on the volume and pricing of the affected products. Additionally, pricing is often affected by factors outside of the Company's control. The decrease in existing products was due to both unfavorable pricing and volume.

Third party net revenues from EMEA were $1.36 billion in 2012, compared to $1.47 billion in 2011, a decrease of $109.8 million, or 7.5%. Third party net revenues from EMEA for 2012 were essentially flat when translated at comparable 2011 exchange rates. This slight decrease was the result of competitive market conditions, which resulted in lower pricing on existing products in a number of European markets in which Mylan operates, almost fully offset by new product introductions throughout Europe and favorable volume, principally in France and Italy.

Local currency net revenues from Mylan's business in France increased slightly in 2012 as compared to 2011 as a result of new product launches and higher volumes on existing products almost fully offset by the impact of lower pricing due to government-imposed pricing reductions and an increasingly competitive market. Our market share in France remained relatively stable in 2012 as compared to 2011.

In Italy, excluding the effect of foreign currency, third party net revenues increased almost 20% as a result of successful product launches and increased market penetration, which had favorably affected sales volume. Italy was one of the fastest growing markets in Europe. Our growth in Italy outpaced the market in terms of both volume and sales value, in 2012. In the U.K. and Spain, excluding the effect of foreign currency, third party net revenues increased approximately 2-4%, also the result of new product launches and incremental volume. Sales in both Italy and Spain were negatively impacted by governmental measures, which reduced pricing in both markets.

In addition to France, Spain and Italy, certain other markets in which we do business, including Portugal, have undergone government-imposed price reductions, and further government-imposed price reductions are expected in the future. Such measures, along with the tender systems discussed below, are likely to have a negative impact on sales and gross profit in these markets. However, government initiatives in certain markets, which appear to favor generic products, could help to offset some of this unfavorable effect by potentially increasing rates of generic substitution and penetration.

A number of markets in which we operate have implemented tender systems for generic pharmaceuticals in an effort to lower prices. Generally speaking, tender systems can have an unfavorable impact on revenue and profitability. Under such tender systems, manufacturers submit bids which establish prices for generic pharmaceutical products. Upon winning the tender, the winning company will receive a preferential reimbursement for a period of time. The tender system often results in companies underbidding one another by proposing low pricing in order to win the tender. Additionally, the loss of a tender by a third party to whom we supply API can also have a negative impact on our sales and profitability. Sales, primarily in Germany, continue to be negatively affected by the impact of tender systems.

In Asia Pacific, third party net revenues were $1.33 billion in 2012, compared to $1.24 billion in 2011, an increase of $94.6 million, or 7.7%. Excluding the unfavorable effect of foreign currency translation, calculated as described above, the increase was approximately $185 million, or 15%. This increase was primarily driven by higher third party sales by our operations in India, as well as Japan, partially offset by lower sales in Australia.

The increase in third party net revenues in our operations in India was due to significant growth, excluding the effect of foreign currency, in sales of ARV products used in the treatment of HIV/AIDS, both FDF generic products and API. In addition to third party sales, the Asia Pacific region also supplied both FDF generic products and API to Mylan subsidiaries in conjunction with Mylan's vertical integration strategy. Intercompany revenues recognized by the Asia Pacific region were $283.8 million in 2012, compared to $216.7 million in 2011. These intercompany sales eliminate within, and therefore are not included in, Generics or consolidated net revenues.

In Japan, third party net revenues increased mainly as a result of favorable volume, which served to more than offset the impact of government-imposed price reductions that took place in the first quarter of 2012. In Australia, sales were negatively impacted by the most significant government-imposed pricing reform in the country's history. As in EMEA, both Australia and Japan have undergone government-imposed price reductions which have had a negative impact on sales and gross profit in these markets.

Specialty Segment

For 2012, Specialty reported third party net revenues of $835.4 million, an increase of $253.6 million, or 43.6%, from 2011 of $581.8 million. The increase was principally the result of higher sales of the EpiPen® Auto-Injector. The EpiPen® Auto-Injector is the number one dispensed epinephrine auto-injector.

Operating Expenses

Research & Development Expense

R&D expense in 2012 was $401.3 million, compared to $294.7 million in 2011, an increase of $106.6 million. R&D increased in 2012 primarily due to the expenses related to the development of our respiratory and biologics programs as well as the timing of internal and external product development projects.

Selling, General & Administrative Expense

SG&A expense for 2012 was $1.40 billion, compared to $1.21 billion for 2011, an increase of $186.1 million. Primary factors contributing to the increase in SG&A include an increase in certain payroll and related employee benefit costs, including increased costs for retirement and post-employment programs of approximately $63 million as we continue to build out our infrastructure in certain areas; increased selling and marketing and related costs of approximately $38 million, principally within our Specialty segment; an increase in costs associated with various restructuring activities of approximately $19 million; and the fair value adjustment related to the contingent consideration liability of approximately $8 million.

Litigation Settlements, net

During 2012, the Company recorded a $3.1 million net gain for litigation settlements, compared to expense of $48.6 million during 2011. The net gain in litigation settlements in 2012 was principally the result of a favorable settlement of the Levalbuterol patent infringement matter, which resulted in an approximate $18 million reduction of a previously established accrual and the receipt of a net payment of approximately $16 million related to a separate patent infringement matter. These items were partially offset by various unfavorable items, principally an approximate $20 million charge related to existing pricing litigation matters and other patent infringement matters.

Interest Expense

Interest expense for 2012 totaled $308.7 million, compared to $335.9 million for 2011. The decrease was primarily due to lower interest expense on variable rate debt instruments. Included in interest expense is the amortization of discounts and premiums on our convertible debt instruments and Senior Notes, which totaled $29.4 million in 2012 and $49.8 million in 2011. Also included in interest expense for 2012 was $30.7 million of accretion of our contingent consideration liability.

Other (Expense) Income, Net

Other income (expense), net, was income of $3.4 million in 2012 compared to expense of $14.9 million in 2011. Generally included in other (expense) income, net, are losses from equity method affiliates ($16.8 million in 2012), certain foreign exchange transaction gains and losses and interest and dividend income. Additionally, included in 2012 were charges associated with the termination of certain interest rate swaps totaling $13.9 million and the write-off of previously deferred financing fees of $20.1 million related to the refinancing of the senior credit facility in November 2011.

Income Tax Expense

We recorded income tax expense of $161.1 million in 2012 compared to expense of $115.8 million in 2011, an increase of $45.3 million. This increase was primarily due to a higher effective tax rate and an increase in pre-tax income. The higher effective tax rate was primarily the result of lower tax benefits from repatriation of foreign earnings in 2012 compared to 2011, which was partially offset by the following items. In 2012, the Company realized a higher amount of net reductions in previously established reserves for uncertain tax positions as compared to 2011. Additionally, in 2011, the Company incurred audit settlements in a foreign taxing jurisdiction and benefits related to the restructuring of certain foreign subsidiaries. Also affecting the change in the Company's effective tax rate were changes in losses by certain foreign subsidiaries for which the Company has not recorded a tax benefit and differing levels of income in tax jurisdictions with differing statutory tax rates.

Adjusted Earnings

Adjusted earnings are an alternative view of performance used by management. Management believes that, primarily due to acquisitions, an evaluation of the Company's ongoing operations (and comparisons of its current operations with historical and future operations) would be difficult if the disclosure of its financial results were limited to financial measures prepared only in accordance with accounting principles generally accepted in the U.S. ("GAAP"), and management also believes that investors' understanding of our performance is enhanced by these adjusted measures. Adjusted Earnings and Adjusted Earnings per Diluted Share ("Adjusted EPS") are two of the most important internal financial metrics related to the ongoing operating performance of the Company. Actual internal and forecasted operating results and annual budgets include Adjusted Earnings and Adjusted EPS, and the financial performance of the Company is measured by senior management on this basis along with other performance metrics. Management's annual incentive compensation is derived in part based on the Adjusted EPS metric.

Whenever the Company uses such non-GAAP measures, it will provide a reconciliation of non-GAAP financial measures to the most closely applicable GAAP financial measure. Investors and other readers are encouraged to review the related GAAP financial measures and the reconciliation of non-GAAP measures to their most closely applicable GAAP measure set forth below and should consider non-GAAP measures only as a supplement to, not as a substitute for or as a superior measure to, measures of financial performance prepared in accordance with GAAP. Additionally, since Adjusted Earnings and Adjusted EPS are not measures determined in accordance with GAAP, they have no standardized meaning prescribed by GAAP and, therefore, may not be comparable to the calculation of similar measures of other companies.

The significant items excluded from Adjusted Earnings and Adjusted EPS include:

Acquisition-Related Items

The ongoing impact of certain amounts recorded in connection with acquisitions is excluded. These amounts include the amortization of intangible assets and inventory step-up, intangible asset impairment charges (including IPR&D), accretion and the fair value adjustments related to contingent consideration and certain acquisition financing related costs. These costs are excluded because management believes that excluding them is helpful to understanding the underlying, ongoing operational performance of the business.

Restructuring and Other Special Items

Costs related to restructuring and other actions are excluded as applicable. These amounts include items such as:

- Exit costs associated with facilities to be closed or divested, including employee separation costs, impairment charges, accelerated depreciation, incremental manufacturing variances, equipment relocation costs and other exit costs;
- Certain acquisition related integration costs, as well as other costs associated with acquisitions and other business transformation and/or optimization initiatives, which are not part of a formal restructuring program, including employee separation and post-employment costs;
- Certain transition and other costs associated with the ratification of a new collective bargaining agreement in 2012 governing certain employees at our Morgantown, West Virginia manufacturing facility, including the withdrawal obligation from a multi-employer pension plan;
- The pre-tax loss of the Company's investments in clean energy partnerships, whose activities qualify for income tax credits under Section 45 of the U.S. Internal Revenue Code; only included in Adjusted Earnings and Adjusted EPS is the net tax effect of the entity's activities;
- Certain costs to further develop and optimize our global enterprise resource planning systems, operations and supply chain; and
- Certain costs related to new operations and significant alliances/business partnerships including certain upfront and/or milestone research and development related payments.

The Company has undertaken restructurings and other optimization initiatives of differing types, scope and amount during the covered periods and, therefore, these charges should not be considered non-recurring; however, management excludes these amounts from Adjusted Earnings and Adjusted EPS because it believes it is helpful to understanding the underlying, ongoing operational performance of the business.

Litigation Settlements, net

Charges and gains related to legal matters, such as those discussed in the Notes to Consolidated Financial Statements — Note 15, “Contingencies” are generally excluded. Normal, ongoing defense costs of the Company made in the normal course of our business are not excluded.

Reconciliation of Adjusted Earnings and Adjusted EPS

A reconciliation between net earnings attributable to Mylan Inc. common shareholders and diluted earnings per share attributable to Mylan Inc. common shareholders, as reported under GAAP, and Adjusted Earnings and Adjusted EPS for the periods shown follows:

	Year Ended December 31,					
(In millions, except per share amounts)	**2013**		**2012**		**2011**	
GAAP net earnings attributable to Mylan Inc. and diluted GAAP EPS	$ 623.7	$ 1.58	$ 640.9	$ 1.52	$ 536.8	$ 1.22
Purchase accounting related amortization (primarily included in cost of sales) [(a)]	371.1		391.1		364.8	
Litigation settlements, net	(9.9)		(3.0)		48.6	
Interest expense, primarily amortization of convertible debt discount	38.0		35.6		49.8	
Non-cash accretion and fair value adjustments of contingent consideration liability	35.4		38.7		—	
Clean energy investment subsidiary pre-tax loss [(b)]	22.4		16.8		—	
Financing related costs (included in other (expense) income, net)	72.6		—		—	
Acquisition related costs (primarily included in selling, general and administrative expense)	49.8		—		34.0	
Restructuring and other special items included in:						
Cost of sales	49.3		65.7		8.4	
Research and development expense	51.6		12.4		3.6	
Selling, general and administrative expense	70.6		104.9		44.9	
Other (expense) income, net	25.2		(0.7)		0.2	
Tax effect of the above items and other income tax related items	(259.9)		(215.7)		(198.1)	
Adjusted net earnings attributable to Mylan Inc. and adjusted diluted EPS	$ 1,139.9	$ 2.89	$ 1,086.7	$ 2.59	$ 893.0	$ 2.04
Weighted average diluted common shares outstanding	394.5		420.2		438.8	

(a) Purchase accounting related amortization expense for the years ended December 31, 2013 and 2012 includes IPR&D asset impairment charges of $18.0 million and $41.6 million, respectively.

(b) Adjustment represents exclusion of the pre-tax loss related to Mylan's investments in clean energy partnerships, the activities of which qualify for income tax credits under section 45 of the U.S. Internal Revenue Code. Amount is included in other income (expense), net.

Liquidity and Capital Resources

Our primary source of liquidity is cash provided by operations, which was $1.11 billion for the year ended December 31, 2013. We believe that cash provided by operating activities and available liquidity will continue to allow us to meet our needs for working capital, capital expenditures, interest and principal payments on debt obligations and other cash needs over the next several years. Nevertheless, our ability to satisfy our working capital requirements and debt service obligations, or fund planned capital expenditures, will substantially depend upon our future operating performance (which will be affected by prevailing economic conditions), and financial, business and other factors, some of which are beyond our control.

Net cash provided by operating activities increased by $157.6 million to $1.11 billion for the year ended December 31, 2013, as compared to $949.0 million for the year ended December 31, 2012. The net increase in cash provided by operating activities was principally due to the following:

- a net increase in cash provided through changes in legal and professional accruals of $135.0 million, primarily as a result of a higher amount of litigation payments in the prior year;
- a net increase in cash of $25.0 million for cash collected from litigation settlements;
- a net decrease in the amount of cash used through changes in income taxes of $48.9 million as a result of the level of estimated tax payments made during the current year;
- a net increase in the amount of cash provided by changes in trade accounts payable of $55.8 million as a result of the timing of cash disbursements; and
- a net decrease of $14.9 million in the amount of cash used through changes in inventory balances. The decrease in cash utilized for inventory in 2013 (as compared to 2012) reflects a lower level of increases in raw material, work in process and finished goods inventories as compared to the prior year. The higher prior year investment was primarily due to an inventory build in late 2012 in anticipation of additional manufacturing capacity in India that came on-line in early 2013. Nevertheless, we continued to invest in inventory in 2013 primarily to support anticipated volume growth as a result of projected increases in generic utilization, particularly in certain European markets. The Company anticipates that inventory balances will continue to increase as a result of forecasted sales volume growth including new product launches.

These items were offset by the following:

- a decrease in net earnings of $16.4 million, combined with a net decrease in the amount of non-cash expenses for depreciation and amortization totaling $30.6 million as a result of higher prior year IPR&D impairment charges;
- a net increase in the amount of cash used for accounts receivable, including estimated sales allowances, of $118.4 million reflecting the timing of sales, cash collections and disbursements related to sales allowances; and
- during 2013 the Company redeemed its 7.625% Senior Notes due 2017 for a total of $608.8 million, including a $58.8 million redemption premium that is included as an outflow in cash from operating activities.

Net cash provided by operating activities increased by $228.6 million to $949.0 million for the year ended December 31, 2012 as compared to $720.4 million for the year ended December 31, 2011. The net increase in cash provided by operating activities was principally due to the following:

- an increase in net earnings, combined with a net increase in the amount of non-cash expenses, totaling $265.0 million as a result of increased expenses for depreciation and amortization, post employment programs, including severance, and the accretion and fair value adjustments related to the contingent consideration liability;
- a net increase in operating cash flow resulting from less cash used for accounts receivable, including estimated sales allowances, of $232.7 million reflecting the timing of sales and cash collections; and

- a net decrease of $48.6 million in the amount of cash used through changes in inventory balances. The decrease in cash utilized for inventory in 2012 (as compared to 2011) reflects a lower level of increases in raw material, work in process and finished goods inventories as compared to the prior year. The higher prior year investment was primarily due to an inventory build in 2011 in anticipation of additional large product launches expected in early 2012. Nevertheless, we continued to invest in inventory in 2012 primarily to support anticipated additional manufacturing capacity in India that were expected to come on-line in early 2013.

These items were partially offset by the following:

- a net decrease in the amount of cash provided through changes in trade accounts payable of $52.3 million as a result of the timing of cash disbursements;

- a net increase in the amount of cash used through changes in income taxes of $146.9 million as a result of the level of estimated tax payments made during 2012;

- a net decrease in deferred revenues of $18.8 million; and

- a net decrease in legal and professional accruals of $110.6 million ($232.7 million at 2011, as compared to $122.1 million at 2012), primarily as a result of litigation payments.

Cash used in investing activities was $1.87 billion for the year ended December 31, 2013 as compared to cash used in investing activities of $364.2 million for the year ended December 31, 2012, an increase of $1.50 billion. Cash paid for acquisitions was $1.26 billion in 2013, primarily related to the Agila acquisition. Capital expenditures, primarily for equipment and facilities, were approximately $334.6 million in the current year as compared to $305.3 million in the comparable prior year. The increase as compared to 2012 is the result of expenditures to expand our global operating platform, including capital investments in our strategic growth drivers and a new global headquarters. While there can be no assurance that current expectations will be realized, we expect to continue to invest in our future growth and expect capital expenditures for 2014 to be between $350 million and $450 million. In addition, during 2013, restricted cash increased $228.0 million, principally related to amounts deposited in escrow, or other restricted accounts, for potential contingent consideration payments related to the Agila acquisition.

During 2012, the Company paid approximately $72 million to acquire product rights and licenses, the majority of which related to two dermatological products acquired from Valeant Pharmaceuticals. This cash outflow is included in other investing activities.

Cash provided by financing activities was $692.9 million for year ended December 31, 2013 as compared to cash used in financing activities of $611.5 million for the year ended December 31, 2012, a net increase of $1.30 billion. During 2013, the Company issued $500 million aggregate principal amount of 1.800% Senior Notes due 2016 and $650 million aggregate principal amount of 2.600% Senior Notes due 2018, the proceeds of which were principally utilized to repay the remaining balance on the U.S. Term Loans under the Prior Credit Agreement of $1.13 billion. The Company issued $500 million aggregate principal amount of 1.350% Senior Notes due November 2016, $500 million aggregate principal amount of 2.550% Senior Notes due March 2019, $500 million aggregate principal amount of 4.200% Senior Notes due November 2023 and $500 million aggregate principal amount of 5.400% Senior Notes due November 2043 (collectively, the “November 2013 Senior Notes”). Net proceeds from the November 2013 Senior Notes were used to fund the purchase price of the Agila acquisition and to fund a portion of the share repurchase programs. Also during 2013 the Company redeemed its 7.625% Senior Notes due 2017 for a total of $608.8 million, including a $58.8 million redemption premium. The payment for the principal amount of the 7.625% Senior Notes due 2017 of $550 million is included within financing activities. During 2013, net borrowings under our Revolving Facility totaled $60 million. In addition, the Company borrowed an additional $194 million on our $400 million accounts receivable securitization facility (the “Receivables Facility”) during 2013. The proceeds of these borrowings were principally utilized to fund the redemption of the 7.625% Senior Notes due 2017, the share repurchase programs and for general corporate purposes.

During 2013, the Company repurchased approximately 28.5 million shares of common stock for aggregate consideration of approximately $1.0 billion.

The Company has minimal long-term debt due in 2014. The Company’s next significant debt maturity is in 2015, and our current intention is to repay such amounts at maturity using available liquidity. In addition, our cash and cash equivalents at our foreign operations totaled $271 million at December 31, 2013. The majority of these funds represented earnings considered

to be permanently reinvested to support the growth strategies of our foreign operations. The Company anticipates having sufficient U.S. liquidity, including existing borrowing capacity and cash to be generated from operations, to fund foreseeable U.S. cash needs without requiring the repatriation of foreign cash. If these funds are needed for the Company's operations in the U.S., the Company may be required to accrue and pay U.S. taxes to repatriate these funds.

As of December 31, 2013, because the closing price of our common stock for at least 20 trading days in the period of 30 consecutive trading days ending on the last trading day in the December 31, 2013 period was more than 130% of the applicable conversion reference price of $13.32 at December 31, 2013, the $574.0 million of Cash Convertible Notes were currently convertible. Although the Company's experience is that convertible debentures are not normally converted by investors until close to their maturity date, it is possible that some debentures could be converted prior to their maturity date if, for example, a holder perceives the market for the debentures to be weaker than the market for the common stock. Upon an investor's election to convert, the Company is required to pay the full conversion value in cash. The amount payable per $1,000 notional bond would be calculated as the product of (1) the conversion reference rate (currently 75.0751) and (2) the average Daily Volume Weighted Average Price per share of common stock for a specified period following the conversion date. Any payment above the principal amount is matched by a convertible note hedge.

We are involved in various legal proceedings that are considered normal to our business. While it is not possible to predict the outcome of such proceedings, an adverse outcome in any of these proceedings could materially affect our financial position and results of operations, including our operating cash flow and could cause the market value of our stock to decline. We have approximately $100 million accrued for such legal contingencies. For certain contingencies assumed in conjunction with the acquisition of the former Merck Generics business, Merck KGaA, the seller, has indemnified Mylan. We have also been indemnified for certain contingencies by Strides Arcolab related to our acquisition of Agila. The inability or denial of Merck KGaA or Strides Arcolab to pay on an indemnified claim could have a material adverse effect on our financial position, results of operations or cash flows, and could cause the market value of our stock to decline.

We are actively pursuing, and are currently involved in, joint projects related to the development, distribution and marketing of both generic and branded products. Many of these arrangements provide for payments by us upon the attainment of specified milestones. While these arrangements help to reduce the financial risk for unsuccessful projects, fulfillment of specified milestones or the occurrence of other obligations may result in fluctuations in cash flows.

We are continuously evaluating the potential acquisition of products, as well as companies, as a strategic part of our future growth. Consequently, we may utilize current cash reserves or incur additional indebtedness to finance any such acquisitions, which could impact future liquidity. In addition, on an ongoing basis, we review our operations including the evaluation of potential divestitures of products and businesses as part of our future strategy. Any divestitures could impact future liquidity.

At December 31, 2013 and 2012, we had $53.2 million and $58.0 million outstanding under existing letters of credit, respectively. Additionally, as of December 31, 2013, we had $137.3 million available under the $150.0 million subfacility on our Senior Credit Agreement for the issuance of letters of credit.

Mandatory minimum repayments remaining on the outstanding long term debt at December 31, 2013, excluding the discounts, premium and conversion features, are as follows for each of the periods ending December 31:

(In thousands)	**Total**
2014	$ 2
2015	574,093
2016	1,000,000
2017	—
2018	1,510,000
Thereafter	3,250,000
Total	$ 6,334,095

The Senior Credit Agreement contains customary affirmative covenants for facilities of this type, including among others, covenants pertaining to the delivery of financial statements, notices of default and certain material events, maintenance of business and insurance and compliance with laws, as well as customary negative covenants for facilities of this type,

including limitations on the incurrence of indebtedness and liens, mergers and certain other fundamental changes, investments and loans, transactions with affiliates, payments of dividends and other restricted payments and changes in our lines of business. The Senior Credit Agreement contains a maximum consolidated leverage ratio financial covenant. We have been compliant with the financial covenant during 2013, and we expect to remain in compliance for the next twelve months.

Under the Company's Receivables Facility, any amounts outstanding under the facility are recorded as a secured loan and included in short-term borrowings, and the receivables underlying any borrowings are included in accounts receivable, net, in the Consolidated Balance Sheets. At December 31, 2013, there were $374 million of short-term borrowings outstanding under the Receivables Facility. The size of the Receivables Facility may be increased from time to time, upon request by Mylan Securitization LLC and with the consent of the purchaser agents and the Agent, up to $500 million.

Short-term borrowings held by Mylan India at December 31, 2013 totaled approximately $58 million and had a weighted average interest rate of 2.3%. The borrowings represent working capital facilities and are secured by Mylan India's current assets.

The fair value measurement of contingent consideration is determined using unobservable inputs based on the Company's own assumptions. Significant unobservable inputs in the valuation include the probability and timing of future development and commercial milestones and future profit sharing payments. A discounted cash flow method was used to value contingent consideration at December 31, 2013 and 2012, which was calculated as the present value of the estimated future net cash flows using a market rate of return at December 31, 2013 and 2012. Discount rates ranging from 0.8% to 11.3% were utilized in the valuation. Significant changes in unobservable inputs could result in material changes to the contingent consideration liability.

Contractual Obligations

The following table summarizes our contractual obligations at December 31, 2013 and the effect that such obligations are expected to have on our liquidity and cash flows in future periods:

(In thousands)	Total	Less than One Year	One- Three Years	Three- Five Years	Thereafter
Operating leases	$ 121,434	$ 38,292	$ 48,856	$ 16,625	$ 17,661
Long-term debt	6,334,095	2	1,574,093	1,510,000	3,250,000
Scheduled interest payments	2,286,816	268,089	514,463	454,920	1,049,344
Other Commitments [1]	2,073,953	457,796	516,526	513,439	586,192
	$ 10,816,298	$ 764,179	$ 2,653,938	$ 2,494,984	$ 4,903,197

[1] Other commitments include the estimated liability payment related to the withdrawal from a multi-employer pension plan, agreements to purchase third-party manufactured products and open purchase orders at December 31, 2013.

We lease certain property under various operating lease arrangements that expire generally over the next five years. These leases generally provide us with the option to renew the lease at the end of the lease term.

At December 31, 2013, the $1.83 billion of debt related to the Cash Convertible Notes reported in our financial statements consists of $525 million of debt ($574 million face amount, net of $49 million discount) and a liability with a fair value of $1.30 billion related to the bifurcated conversion feature. The bifurcated conversion feature is not included in contractual obligations as there is an offsetting hedge asset.

Scheduled interest payments represent the estimated interest payments related to our outstanding borrowings under term loans, notes and other debt. Variable debt interest payments are estimated using current interest rates.

Due to the uncertainty with respect to the timing of future payments, if any, the following contingent payments have not been included in the table above.

In conjunction with the acquisition of Agila on December 4, 2013, the Company recorded estimated contingent consideration totaling $250 million as part of the purchase price. The contingent consideration, which could total a maximum

of $461 million, is primarily related to the satisfaction of certain regulatory conditions, including any potential regulatory remediation costs and the resolution of certain pre-acquisition contingencies.

We are contractually obligated to make potential future development, regulatory and commercial milestone, royalty and/or profit sharing payments in conjunction with collaborative agreements or acquisitions we have entered into with third parties. The most significant of these relates to the potential future consideration related to the respiratory delivery platform. These payments are contingent upon the occurrence of certain future events and, given the nature of these events, it is unclear when, if ever, we may be required to pay such amounts. The amount of the contingent consideration liability was $415 million at December 31, 2013. In addition, the Company expects to incur approximately $30 million to $40 million of annual non-cash accretion expense related to the increase in the net present value of the contingent consideration liability.

In the fourth quarter of 2013, the Company entered into a licensing agreement with Pfizer for the exclusive worldwide rights to develop, manufacture and commercialize a novel long-acting muscarinic antagonist compound. As part of the agreement, the Company made an upfront development payment, which is included as a component of R&D expense in 2013, and could make additional payments upon the achievement of certain milestones as the Company's development continues over the next several years. Depending on the commercialization of this novel compound and the level of future sales and profits, the Company could also be obligated to make payments upon the occurrence of certain sales milestones, along with sales royalties and profit sharing payments.

We have entered into an exclusive collaboration on the development, manufacturing, supply and commercialization of multiple, high value generic biologic compounds and three insulin analog products for the global marketplace. Mylan plans to provide funding related to the collaboration over the next several years that could total approximately $50 million or more per year. Additionally, we have entered into product development agreements under which we have agreed to share in the development costs as they are incurred by our partners and/or pay milestones. As the timing of cash expenditures is dependent upon a number of factors, many of which are outside of our control, it is difficult to forecast the amount of payments to be made over the next few years, which could be significant.

We periodically enter into licensing agreements with other pharmaceutical companies for the manufacture, marketing and/or sale of pharmaceutical products. These agreements generally call for us to pay a percentage of amounts earned from the sale of the product as a royalty on a profit share.

With respect to the timing of future cash flows associated with our unrecognized tax benefits at December 31, 2013, we are unable to make reasonably reliable estimates of the period of cash settlement with the respective taxing authority. As such, $172.7 million of unrecognized tax benefits have been excluded from the contractual obligations table above.

Mylan sponsors various defined benefit pension plans in several countries. Benefit formulas are based on varying criteria on a plan by plan basis. We fund non-domestic pension liabilities in accordance with laws and regulations applicable to those plans, which typically results in these plans being unfunded. The amount accrued related to these benefits was $60.4 million at December 31, 2013. We are unable to determine when these amounts will require payment as the timing of cash expenditures is dependent upon a number of factors, many of which are outside of our control.

We have entered into employment and other agreements with certain executives and other employees that provide for compensation and certain other benefits. These agreements provide for severance payments under certain circumstances. Certain commercial agreements require us to provide performance bonds and/or indemnification; while it is difficult to forecast the amount of payments, if any, to be made over the next few years, we do not believe the amount would be material to our results of operations, cash flows or financial position.

Impact of Currency Fluctuations and Inflation

Because Mylan's results are reported in U.S. Dollars, changes in the rate of exchange between the U.S. Dollar and the local currencies in the markets in which Mylan operates, mainly the Euro, Indian Rupee, Japanese Yen, Australian Dollar, Canadian Dollar, Pound Sterling and Brazilian Real affect Mylan's results as previously noted. We do not believe that inflation has had a material impact on our revenues or operations.

Application of Critical Accounting Policies

Our significant accounting policies are described in Note 2 to Consolidated Financial Statements and are in accordance with GAAP.

Included within these policies are certain policies which contain critical accounting estimates and, therefore, have been deemed to be "critical accounting policies." Critical accounting estimates are those which require management to make assumptions about matters that were uncertain at the time the estimate was made and for which the use of different estimates, which reasonably could have been used, or changes in the accounting estimates that are reasonably likely to occur from period to period could have a material impact on our financial condition or results of operations. We have identified the following to be our critical accounting policies: the determination of net revenue provisions, business acquisitions, intangible assets, goodwill and contingent consideration, income taxes and the impact of existing legal matters.

Net Revenue Provisions

Net revenues are recognized for product sales when title and risk of loss have transferred to the customer and when provisions for estimates, including discounts, sales allowances, price adjustments, returns, chargebacks and other promotional programs are reasonably determinable. Accruals for these provisions are presented in the Consolidated Financial Statements as reductions in determining net revenues and in accounts receivable and other current liabilities. Accounts receivable are presented net of allowances relating to these provisions, which were $1.24 billion and $977.0 million at December 31, 2013 and 2012. Other current liabilities include $281.1 million and $202.9 million at December 31, 2013 and 2012, for certain sales allowances and other adjustments that are paid to indirect customers. The following is a rollforward of the most significant provisions for estimated sales allowances during 2013:

(In thousands)	Balance at December 31, 2012	Checks/ Credits Issued to Third Parties	Current Provision Related to Sales Made in the Current Period	Effects of Foreign Exchange	Balance at December 31, 2013
Chargebacks	$ 268,471	$ (2,347,817)	$ 2,542,236	$ (1,281)	$ 461,609
Incentives offered to direct customers	$ 487,662	$ (1,638,069)	$ 1,706,073	$ (16,332)	$ 539,334
Returns	$ 156,987	$ (151,721)	$ 160,149	$ 2,113	$ 167,528

We do not anticipate any significant changes to the methodologies that we use to measure chargebacks, incentives offered to direct customers or returns; however, the balances within these reserves can fluctuate significantly through the consistent application of our methodologies. In the current year, accruals for incentives offered to direct customers increased as a result of an increase in related sales and overall higher rebate rates, mainly in response to the competitive environment in various markets. Historically, we have not recorded in any current period any material amounts related to adjustments made to prior period reserves.

Provisions for estimated discounts, sales allowances, promotional and other credits require a lower degree of subjectivity and are less complex in nature, yet, when combined, represent a significant portion of the overall provisions. These provisions are estimated based on historical payment experience, historical relationships to revenues, estimated customer inventory levels and contract terms. Such provisions are determinable due to the limited number of assumptions and consistency of historical experience. Others, such as chargebacks and returns, require management to make more subjective judgments and evaluate current market conditions. These provisions are discussed in further detail below.

Chargebacks — The provision for chargebacks is the most significant and complex estimate used in the recognition of revenue. Mylan markets products directly to wholesalers, distributors, retail pharmacy chains, mail order pharmacies and group purchasing organizations. We also market products indirectly to independent pharmacies, managed care organizations, hospitals, nursing homes and pharmacy benefit management companies, collectively referred to as "indirect customers." Mylan enters into agreements with its indirect customers to establish contract pricing for certain products. The indirect customers then independently select a wholesaler from which to actually purchase the products at these contracted prices. Alternatively, certain wholesalers may enter into agreements with indirect customers that establish contract pricing for certain products, which the wholesalers provide. Under either arrangement, Mylan will provide credit to the wholesaler for any difference between the contracted price with the indirect party and the wholesaler's invoice price. Such credit is called a chargeback, while the difference between the contracted price and the wholesaler's invoice price is referred to as the chargeback rate. The provision

for chargebacks is based on expected sell-through levels by our wholesaler customers to indirect customers, as well as estimated wholesaler inventory levels. For the latter, in most cases, inventory levels are obtained directly from certain of our largest wholesalers. Additionally, internal estimates are prepared based upon historical buying patterns and estimated end-user demand. Such information allows us to estimate the potential chargeback that we may ultimately owe to our customers given the quantity of inventory on hand. We continually monitor our provision for chargebacks and evaluate our reserve and estimates as additional information becomes available. A change of 5% in the estimated sell-through levels by our wholesaler customers and in the estimated wholesaler inventory levels would have an effect on our reserve balance of approximately $27 million.

Returns — Consistent with industry practice, we maintain a return policy that allows our customers to return product within a specified period prior to and subsequent to the expiration date. Although application of the policy varies from country to country in accordance with local practices, generally, product may be returned for a period beginning six months prior to its expiration date to up to one year after its expiration date. The majority of our product returns occur as a result of product dating, which falls within the range set by our policy, and are settled through the issuance of a credit to our customer. Although the introduction of additional generic competition does not give our customers the right to return product outside of our established policy, we do recognize that such competition could ultimately lead to increased returns. We analyze this on a case-by-case basis, when significant, and make adjustments to increase our reserve for product returns as necessary. Our estimate of the provision for returns is based upon our historical experience with actual returns, which is applied to the level of sales for the period that corresponds to the period during which our customers may return product. This period is known by us based on the shelf lives of our products at the time of shipment. Additionally, we consider factors such as levels of inventory in the distribution channel, product dating and expiration period, size and maturity of the market prior to a product launch, entrance into the market of additional generic competition, changes in formularies or launch of over-the-counter products, and make adjustments to the provision for returns in the event that it appears that actual product returns may differ from our established reserves. We obtain data with respect to the level of inventory in the channel directly from certain of our largest customers. A change of 5% in the estimated product return rate used in our calculation of our return reserve would have an effect on our reserve balance of approximately $8 million.

Business Acquisitions, Intangible Assets, Goodwill and Contingent Consideration

We account for acquired businesses using the purchase method of accounting, which requires that the assets acquired and liabilities assumed be recorded at the date of acquisition at their respective estimated fair values. The cost to acquire businesses has been allocated to the underlying net assets of the acquired businesses based on estimates of their respective fair values. Amounts allocated to acquired IPR&D are capitalized at the date of an acquisition and, at that time, such IPR&D assets have indefinite lives. As products in development are approved for sale, amounts will be allocated to product rights and licenses and will be amortized over their estimated useful lives. Definite-lived intangible assets are amortized over the expected life of the asset. Any excess of the purchase price over the estimated fair values of the net assets acquired is recorded as goodwill.

The judgments made in determining the estimated fair value assigned to each class of assets acquired and liabilities assumed, as well as asset lives, can materially impact our results of operations. Fair values and useful lives are determined based on, among other factors, the expected future period of benefit of the asset, the various characteristics of the asset and projected cash flows. Because this process involves management making estimates with respect to future sales volumes, pricing, new product launches, government reform actions, anticipated cost environment and overall market conditions, and because these estimates form the basis for the determination of whether or not an impairment charge should be recorded, these estimates are considered to be critical accounting estimates.

We record contingent consideration resulting from a business acquisition at its estimated fair value on the acquisition date. Each reporting period thereafter, we revalue these obligations and record increases or decreases in their fair value as an adjustment to contingent consideration expense within the Consolidated Statements of Operations. Changes in the fair value of the contingent consideration obligations can result from adjustments to the discount rates, payment periods and adjustments in the probability of achieving future development steps, regulatory approvals, market launches, sales targets and profitability. These fair value measurements represent Level 3 measurements as they are based on significant inputs not observable in the market.

Significant judgment is employed in determining the assumptions utilized as of the acquisition date and for each subsequent measurement period. Accordingly, changes in assumptions described above, could have a material impact on our consolidated results of operations.

Goodwill and intangible assets, including IPR&D, are reviewed for impairment annually and/or when events or other changes in circumstances indicate that the carrying amount of the assets may not be recoverable. Impairment of goodwill and indefinite-lived intangibles is determined to exist when the fair value is less than the carrying value of the net assets being

tested. Impairment of definite-lived intangibles is determined to exist when undiscounted cash flows related to the assets are less than the carrying value of the assets being tested. Future events and decisions may lead to asset impairment and/or related costs.

Goodwill is allocated and evaluated for impairment at the reporting unit level, which is defined as an operating segment or one level below an operating segment. Mylan has four reporting units, of which three are included in the Generics segment with the remaining reporting unit consisting of our Specialty segment. As of the date of our most recent annual impairment test, April 1, 2013, approximately 90% of Mylan's total goodwill is allocated to the three reporting units within the Generics segment as follows: North America ($735 million), EMEA ($1.11 billion) and Asia Pacific ($1.22 billion), with the remainder ($349 million) allocated to our Specialty segment and reporting unit. On December 4, 2013, we completed the acquisition of Agila, which resulted in the recognition of an additional $884 million of goodwill, which is preliminary and is subject to change as the Company obtains additional information during the measurement period (up to one year from the acquisition date). All of the goodwill related to the Agila acquisition was allocated to the Generics segment and the allocation to the individual reporting units within the Generics segment has not been completed.

For our North American and Specialty reporting units, we have utilized the Financial Accounting Standards Board ("FASB") amended guidance on goodwill impairment testing as part of our annual impairment test at April 1, 2013. Under this guidance, entities testing goodwill for impairment have the option of performing a qualitative assessment before calculating the fair value of the reporting unit ("step 1"). We concluded that it was more likely than not that the fair value of the North America and Specialty reporting units is greater than the carrying amount, therefore no step 1 quantitative analysis was performed. Step 1 of the impairment analysis consists of a comparison of the estimated fair value of the individual reporting units with their carrying amount, including goodwill. In estimating each reporting unit's fair value, we performed extensive valuation analysis, utilizing both income and market-based approaches, in our goodwill assessment process. We utilized an average of the two methods in estimating the fair value of the individual reporting units. The following describes the valuation methodologies used to derive the estimated fair value of the reporting units.

Income Approach: Under this approach to determine fair value, we discounted the expected future cash flows of each reporting unit. We used a discount rate, which reflected the overall level of inherent risk and the rate of return an outside investor would have expected to earn. To estimate cash flows beyond the final year of our model, we used a terminal value approach. Under this approach, we used estimated earnings before interest, taxes, depreciation and amortization ("EBITDA") in the final year of our model, adjusted to estimate a normalized cash flow, applied a perpetuity growth assumption, and discounted by a perpetuity discount factor to determine the terminal value. We incorporated the present value of the resulting terminal value into our estimate of fair value.

Market-Based Approach: The Company also utilizes a market-based approach to estimate fair value, principally utilizing the guideline company method which focuses on comparing our risk profile and growth prospects to a select group of publicly traded companies with reasonably similar guidelines.

The Company performed its annual impairment test as of April 1, 2013, and the estimated fair value of the two reporting units tested on a quantitative basis, Asia Pacific and EMEA, were in excess of the respective carrying values of each reporting unit. For the Asia Pacific reporting unit, the estimated fair value of this business exceeded its carrying value by approximately 10%. The Asia Pacific reporting unit has been impacted by government pricing reform measures in Australia and Japan and increased levels of competition. As it relates to the income approach for the Asia Pacific unit, we forecasted cash flows for the next ten years. During the forecast period, the revenue compound annual growth rate ("CAGR") was approximately 10%. A terminal value year was calculated with a 4% revenue growth rate. The CAGR in EBITDA margins was approximately 2.4% over the period of estimated cash flows. The discount rate utilized was 11.2%. Under the market-based approach, we utilized an estimated range of market multiples of 9.0 to 10.0 times EBITDA plus a control premium of 10%. The averaging of the two valuation methods did not significantly impact the estimated fair value of the Asia Pacific reporting unit.

As it relates to the income approach for the EMEA reporting unit at April 1, 2013, we forecasted cash flows for the next ten years. During the forecast period, the revenue CAGR was approximately 7%. A terminal value year was calculated with a 3% revenue growth rate. The discount rate utilized was 9.8%. Under the market-based approach, we utilized an estimated range of market multiples of 8.5 to 10.0 times EBITDA plus a control premium of 15%. The estimated fair value of the EMEA reporting unit exceeded its carrying value by approximately 21%.

The determination of the fair value of the reporting units requires us to make significant estimates and assumptions that affect the reporting unit's expected future cash flows. These estimates and assumptions primarily include, but are not limited to, market multiples, control premiums, the discount rate, terminal growth rates, operating income before depreciation and amortization, and capital expenditures forecasts. Due to the inherent uncertainty involved in making these estimates, actual

results could differ from those estimates. In addition, changes in underlying assumptions, especially as it relates to the key assumptions detailed, could have a significant impact on the fair value of the reporting units.

In the event the estimated fair value of a reporting unit is less than the carrying value, additional analysis would be required. The additional analysis would compare the carrying amount of the reporting unit's goodwill with the implied fair value of that goodwill. The implied fair value of goodwill is the excess of the fair value of the reporting unit over the fair value amounts assigned to all of the assets and liabilities of that unit as if the reporting unit was acquired in a business combination and the fair value of the reporting unit represented the purchase price. If the carrying value of goodwill exceeds its implied fair value, an impairment loss equal to such excess would be recognized, which would likely materially impact the Company's reported results of operations.

We have also assessed the recoverability of certain long-lived assets contained with the Asia Pacific and EMEA reporting units. Any impairment of these assets must be considered prior to our impairment review of goodwill. The assessment for impairment is based on our ability to recover the carrying value of the long-lived assets by analyzing the expected future undiscounted pre-tax cash flows specific to the asset grouping.

We assess the recoverability of the carrying value of long-lived assets at the lowest level for which identifiable undiscounted cash flows are largely independent of the cash flows of other assets and liabilities. For the Asia Pacific and EMEA reporting units, this assessment is generally performed at the country level within the reporting units. If these undiscounted cash flows are less than the carrying value of long-lived assets within the asset group, an impairment loss is measured based on the difference between the estimated fair value and carrying value. Significant management judgment is involved in estimating the recoverability of these assets and is dependent upon the accuracy of the assumptions used in making these estimates, as well as how the estimates compare to the eventual future operating performance of the specific asset grouping. The results of our analysis performed in the fourth quarter of 2013 indicate that the undiscounted pre-tax cash flows in the individual asset groupings were sufficient to support the recoverability of the long-lived assets. The Company's Australia operation in the Asia Pacific reporting unit and certain asset groupings in the EMEA reporting unit, principally Portugal, Spain and Germany, remain at risk for potential impairment charges if the projected operating results are not achieved. Any future long-lived assets impairment charges would likely materially impact the Company's reported results of operations.

Income Taxes

We compute our income taxes based on the statutory tax rates and tax planning opportunities available to Mylan in the various jurisdictions in which we generate income. Significant judgment is required in determining our income taxes and in evaluating our tax positions. We establish reserves in accordance with Mylan's policy regarding accounting for uncertainty in income taxes. Our policy provides that the tax effects from an uncertain tax position be recognized in Mylan's financial statements, only if the position is more likely than not of being sustained upon audit, based on the technical merits of the position. We adjust these reserves in light of changing facts and circumstances, such as the settlement of a tax audit. Our provision for income taxes includes the impact of reserve provisions and changes to reserves. Favorable resolution would be recognized as a reduction to our provision for income taxes in the period of resolution.

Management assesses the available positive and negative evidence to estimate if sufficient future taxable income will be generated to utilize the existing deferred tax assets. A significant piece of objective negative evidence evaluated was the cumulative loss incurred in certain taxing jurisdictions over the three-year period ended December 31, 2013. Such objective evidence limits the ability to consider other subjective evidence such as our projections for future growth.

Based on this evaluation, as of December 31, 2013, a valuation allowance of $266.7 million has been recorded in order to measure only the portion of the deferred tax asset that more likely than not will be realized. The amount of the deferred tax asset considered realizable, however, could be adjusted if estimates of future taxable income during the carryforward period are reduced or if objective negative evidence in the form of cumulative losses is no longer present and additional weight may be given to subjective evidence such as projections for growth.

The resolution of tax reserves and changes in valuation allowances could be material to Mylan's results of operations or financial position. A variance of 5% between estimated reserves and valuation allowances and actual resolution and realization of these tax items would have an effect on our reserve balance and valuation allowance of approximately $12 million and $17 million, respectively.

Legal Matters

Mylan is involved in various legal proceedings, some of which involve claims for substantial amounts. An estimate is made to accrue for a loss contingency relating to any of these legal proceedings if it is probable that a liability was incurred as of the date of the financial statements and the amount of loss can be reasonably estimated. Because of the subjective nature inherent in assessing the outcome of litigation and because of the potential that an adverse outcome in a legal proceeding could have a material adverse effect on our financial position, results of operations, and our cash flow, such estimates are considered to be critical accounting estimates.

A variance of 5% between estimated and recorded litigation reserves (excluding indemnified claims) and actual resolution of certain legal matters would have an effect on our litigation reserve balance of approximately $5 million.

Recent Accounting Pronouncements

In July 2013, the FASB issued revised accounting guidance on the presentation of an unrecognized tax benefit when a net operating loss carryforward exists. The amended guidance clarifies when the unrecognized tax benefit should be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss and when the unrecognized tax benefit should be presented in the financial statements as a liability and not combined with the deferred tax asset. The guidance is effective for fiscal years, and interim periods, beginning after December 15, 2013. The Company does not expect that the adoption of the guidance will have a material effect on its results of operations, financial position or cash flows.

In February 2013, the FASB issued revised accounting guidance on the presentation of comprehensive income in the financial statements. The amended guidance requires an entity to report, in one place, the effect of significant reclassifications out of accumulated other comprehensive income on the respective line items in net income. Reclassifications must be disclosed if the amount being reclassified is required under GAAP to be reclassified in its entirety to net income. The guidance is effective prospectively for reporting periods beginning after December 15, 2012. The Company adopted the guidance during 2013 by presenting additional disclosure in the notes to financial statements (see Note 8). The adoption of the guidance did not have a material effect on the Company’s results of operations, financial position or cash flows.

In December 2011 and January 2013, the FASB issued revised accounting guidance for an entity with particular financial instruments and derivative instruments that offset in accordance with the FASB’s guidance regarding other presentation matters for derivatives and hedging. Under the amendments in this update, an entity with financial instruments that are offset in the financial statements or subject to enforceable master netting arrangements, or similar agreements, must disclose the gross amount recognized for the asset/liability, the offsetting amounts, the net amounts presented on the balance sheet and any amounts subject to enforceable master netting arrangements. The amended guidance is effective for fiscal years, including interim periods, beginning on or after January 1, 2013. Retroactive application is required. The Company adopted the guidance during 2013, and the adoption of the guidance did not have a material effect on the Company’s results of operations, financial position or cash flows.

ITEM 7A. Quantitative and Qualitative Disclosures About Market Risk

Foreign Currency Exchange Risk

A significant portion of our revenues and earnings are exposed to changes in foreign currency exchange rates. We seek to manage this foreign exchange risk in part through operational means, including managing same currency revenues in relation to same currency costs and same currency assets in relation to same currency liabilities.

Foreign exchange risk is also managed through the use of foreign currency forward-exchange contracts. These contracts are used to offset the potential earnings effects from mostly intercompany foreign currency assets and liabilities that arise from operations and from intercompany loans. Mylan’s primary areas of foreign exchange risk relative to the U.S. Dollar are the Euro, Indian Rupee, Japanese Yen, Australian Dollar, Canadian Dollar, Pound Sterling and Brazilian Real.

Our financial instrument holdings at year end were analyzed to determine their sensitivity to foreign exchange rate changes. The fair values of these instruments were determined as follows:

- foreign currency forward-exchange contracts — net present values
- foreign currency denominated receivables, payables, debt and loans — changes in exchange rates

In this sensitivity analysis, we assumed that the change in one currency's rate relative to the U.S. dollar would not have an effect on other currencies' rates relative to the U.S. dollar. All other factors were held constant.

If there were an adverse change in foreign currency exchange rates of 10%, the expected net effect on net income related to Mylan's foreign currency denominated financial instruments would not be material.

Interest Rate and Long-Term Debt Risk

Mylan's exposure to interest rate risk arises primarily from our U.S. Dollar borrowings and investments. We invest primarily on a variable-rate basis and we borrow on both a fixed and variable basis. In order to maintain a certain ratio of fixed to variable rate debt, from time to time, depending on market conditions, Mylan will use derivative financial instruments such as interest rate swaps to fix interest rates on variable-rate borrowings or to convert fixed-rate borrowings to variable interest rates.

Mylan's long-term borrowings consist principally of $574.0 million notional value in Cash Convertible Notes and $5.76 billion in Senior Notes and Revolving Facility.

Generally, the fair value of fixed interest rate debt will decrease as interest rates rise and increase as interest rates fall. The fair value of the Cash Convertible Notes will fluctuate as the market value of our common stock fluctuates. As of December 31, 2013, the fair value of our Senior Notes was approximately $5.85 billion and the fair value of our Cash Convertible Notes was approximately $1.88 billion. A 100 basis point change in interest rates on Mylan's variable rate debt, net of interest rate swaps, would result in a change in interest expense of approximately $22 million per year.

Investments

In addition to available-for-sale securities, investments are made in overnight deposits, highly rated money market funds and marketable securities with maturities of less than three months. These instruments are classified as cash equivalents for financial reporting purposes and have minimal or no interest rate risk due to their short-term nature.

ITEM 8. Financial Statements And Supplementary Data

Index to Consolidated Financial Statements and Supplementary Financial Information

Management's Report on Internal Control over Financial Reporting

Management of Mylan Inc. (the "Company") is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America. In order to evaluate the effectiveness of internal control over financial reporting, management has conducted an assessment, including testing, using the criteria in *Internal Control - Integrated Framework (1992)*, issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

On December 4, 2013, the Company completed its acquisition of the Agila Specialties business ("Agila"). The scope of management's assessment of the effectiveness of internal control over financial reporting includes all of the Company's consolidated operations except for the operations of Agila. Agila represented less than 1% of the Company's consolidated total revenues for the year ended December 31, 2013, and its assets (including intangible assets and goodwill) represented 13% of the Company's consolidated total assets, as of December 31, 2013.

As a result of this assessment, management has concluded that the Company maintained effective internal control over financial reporting as of December 31, 2013 based on the criteria in *Internal Control - Integrated Framework (1992)* issued by COSO.

Our independent registered public accounting firm, Deloitte & Touche LLP, has audited the effectiveness of the Company's internal control over financial reporting. Deloitte & Touche LLP's opinion on the Company's internal control over financial reporting appears on page 72 of this Form 10-K.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of Mylan Inc.:

We have audited the accompanying consolidated balance sheets of Mylan Inc. and subsidiaries (the “Company”) as of December 31, 2013 and 2012, and the related consolidated statements of operations, comprehensive earnings, equity, and cash flows for each of the three years in the period ended December 31, 2013. Our audits also included the consolidated financial statement schedule listed in the Index at Item 15. These consolidated financial statements and consolidated financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on the consolidated financial statements and consolidated financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Mylan Inc. and subsidiaries as of December 31, 2013 and 2012, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2013, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such consolidated financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2013, based on the criteria established in *Internal Control - Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 27, 2014 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ DELOITTE & TOUCHE LLP
Pittsburgh, Pennsylvania
February 27, 2014

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of Mylan Inc.:

We have audited the internal control over financial reporting of Mylan Inc. and subsidiaries (the "Company") as of December 31, 2013, based on criteria established in *Internal Control - Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. As described in Management's Report on Internal Control over Financial Reporting, management excluded from its assessment the internal control over financial reporting at Agila Specialties, which was acquired on December 4, 2013. Agila Specialties represented less than 1% of the Company's consolidated total revenues for the year ended December 31, 2013, and its assets (including intangible assets and goodwill) represented 13% of the Company's consolidated total assets, as of December 31, 2013. Accordingly, our audit did not include the internal control over financial reporting at Agila Specialties. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2013, based on the criteria established in *Internal Control - Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements and consolidated financial statement schedule as of and for the year ended December 31, 2013 of the Company and our report dated February 27, 2014 expressed an unqualified opinion on those consolidated financial statements and consolidated financial statement schedule.

/s/ DELOITTE & TOUCHE LLP
Pittsburgh, Pennsylvania
February 27, 2014

MYLAN INC. AND SUBSIDIARIES
Consolidated Balance Sheets
(In thousands, except share and per share amounts)

	December 31, 2013	December 31, 2012
ASSETS		
Assets		
Current assets:		
Cash and cash equivalents	$ 291,293	$ 349,969
Accounts receivable, net	1,820,273	1,554,342
Inventories	1,664,693	1,525,242
Deferred income tax benefit	248,861	229,348
Prepaid expenses and other current assets	446,140	243,816
Total current assets	4,471,260	3,902,717
Property, plant and equipment, net	1,663,076	1,397,216
Intangible assets, net	2,517,888	2,224,457
Goodwill	4,288,124	3,515,655
Deferred income tax benefit	77,829	87,655
Other assets	2,218,164	804,197
Total assets	$ 15,236,341	$ 11,931,897
LIABILITIES AND EQUITY		
Liabilities		
Current liabilities:		
Trade accounts payable	$ 1,072,838	$ 777,908
Short-term borrowings	439,797	298,987
Income taxes payable	49,749	33,731
Current portion of long-term debt and other long-term obligations	3,636	98,048
Deferred income tax liability	787	1,283
Other current liabilities	1,389,263	983,546
Total current liabilities	2,956,070	2,193,503
Long-term debt	7,586,459	5,337,196
Other long-term obligations	1,265,375	771,111
Deferred income tax liability	468,530	274,259
Total liabilities	12,276,434	8,576,069
Equity		
Mylan Inc. shareholders' equity		
Common stock — par value $0.50 per share		
Shares authorized: 1,500,000,000		
Shares issued: 543,978,030 and 539,664,386 as of December 31, 2013 and December 31, 2012	271,989	269,832
Additional paid-in capital	4,103,678	3,986,746
Retained earnings	2,685,081	2,061,370
Accumulated other comprehensive loss	(240,131)	(86,498)
	6,820,617	6,231,450
Noncontrolling interest	18,090	15,110
Less: treasury stock — at cost		
Shares: 172,373,900 and 144,459,210 as of December 31, 2013 and December 31, 2012	3,878,800	2,890,732
Total equity	2,959,907	3,355,828
Total liabilities and equity	$ 15,236,341	$ 11,931,897

See Notes to Consolidated Financial Statements

MYLAN INC. AND SUBSIDIARIES
Consolidated Statements of Operations
(In thousands, except per share amounts)

	Year Ended December 31,		
	2013	2012	2011
Revenues:			
Net revenues	$ 6,856,606	$ 6,750,246	$ 6,106,277
Other revenues	52,537	45,864	23,548
Total revenues	6,909,143	6,796,110	6,129,825
Cost of sales	3,868,800	3,887,806	3,566,461
Gross profit	3,040,343	2,908,304	2,563,364
Operating expenses:			
Research and development	507,823	401,341	294,728
Selling, general and administrative	1,411,629	1,400,747	1,214,631
Litigation settlements, net	(14,639)	(3,133)	48,556
Total operating expenses	1,904,813	1,798,955	1,557,915
Earnings from operations	1,135,530	1,109,349	1,005,449
Interest expense	313,336	308,699	335,944
Other (expense) income, net	(74,854)	3,429	(14,869)
Earnings before income taxes and noncontrolling interest	747,340	804,079	654,636
Income tax provision	120,808	161,145	115,833
Net earnings	626,532	642,934	538,803
Net earnings attributable to the noncontrolling interest	(2,821)	(2,084)	(1,993)
Net earnings attributable to Mylan Inc. common shareholders	$ 623,711	$ 640,850	$ 536,810
Earnings per common share attributable to Mylan Inc. common shareholders:			
Basic	$ 1.63	$ 1.54	$ 1.25
Diluted	$ 1.58	$ 1.52	$ 1.22
Weighted average common shares outstanding:			
Basic	383,327	415,210	430,839
Diluted	394,454	420,236	438,785

See Notes to Consolidated Financial Statements

MYLAN INC. AND SUBSIDIARIES
Consolidated Statements of Comprehensive Earnings
(In thousands)

	Year Ended December 31,		
	2013	2012	2011
Net earnings	$ 626,532	$ 642,934	$ 538,803
Other comprehensive loss, before tax:			
Foreign currency translation adjustment	(273,699)	(3,461)	(224,424)
Change in unrecognized loss and prior service cost related to defined benefit plans	8,198	(10,930)	(2,015)
Net unrecognized gain (loss) on derivatives	180,431	18,487	(49,062)
Net unrealized (loss) gain on marketable securities	(1,128)	(72)	50
Other comprehensive (loss) earnings, before tax	(86,198)	4,024	(275,451)
Income tax related to items of other comprehensive earnings (loss)	67,435	2,683	(15,745)
Other comprehensive (loss) earnings, net of tax	(153,633)	1,341	(259,706)
Comprehensive earnings	472,899	644,275	279,097
Comprehensive earnings attributable to the noncontrolling interest	(2,821)	(2,084)	(1,993)
Comprehensive earnings attributable to Mylan Inc. common shareholders	$ 470,078	$ 642,191	$ 277,104

See Notes to Consolidated Financial Statements

MYLAN INC. AND SUBSIDIARIES
Consolidated Statements of Equity
(In thousands, except share amounts)

	Common Stock		Additional Paid-In Capital	Retained Earnings	Treasury Stock		Accumulated Other Comprehensive Earnings (Loss)	Noncontrolling Interest	Total Equity
	Shares	Cost			Shares	Cost			
Balance at December 31, 2010	525,817,549	$ 262,909	$3,849,682	$ 883,710	(89,707,087)	$ (1,566,289)	$ 171,867	$ 13,522	$3,615,401
Net earnings	—	—	—	536,810	—	—	—	1,993	538,803
Other comprehensive loss, net of tax	—	—	—	—	—	—	(259,706)	—	(259,706)
Common stock share repurchase	—	—	—	—	(14,773,006)	(349,998)	—	—	(349,998)
Warrant amendment and exchange	—	—	(149,947)	—	—	—	—	—	(149,947)
Stock options exercised, net of shares tendered for payment	4,497,904	2,249	65,489	—	—	—	—	—	67,738
Stock compensation expense	—	—	42,576	—	—	—	—	—	42,576
Issuance of restricted stock, net of shares withheld	—	—	(20,973)	—	843,077	14,850	—	—	(6,123)
Tax benefit of stock option plans	—	—	11,153	—	—	—	—	—	11,153
Purchase of subsidiary shares from noncontrolling interest	—	—	(2,607)	—	—	—	—	(2,385)	(4,992)
Other	—	—	—	—	—	—	—	(123)	(123)
Balance at December 31, 2011	530,315,453	$ 265,158	$3,795,373	$ 1,420,520	(103,637,016)	$ (1,901,437)	$ (87,839)	$ 13,007	$3,504,782
Net earnings	—	$ —	$ —	$ 640,850	—	$ —	$ —	$ 2,084	$ 642,934
Other comprehensive earnings, net of tax	—	—	—	—	—	—	1,341	—	1,341
Common stock share repurchase	—	—	—	—	(41,398,647)	(999,893)	—	—	(999,893)
Stock options exercised, net of shares tendered for payment	9,348,933	4,674	139,209	—	—	—	—	—	143,883
Stock compensation expense	—	—	42,579	—	—	—	—	—	42,579
Issuance of restricted stock, net of shares withheld	—	—	(15,638)	—	576,454	10,598	—	—	(5,040)
Tax benefit of stock option plans	—	—	25,232	—	—	—	—	—	25,232
Purchase of subsidiary shares from noncontrolling interest	—	—	(9)	—	—	—	—	(25)	(34)
Other	—	—	—	—	—	—	—	44	44
Balance at December 31, 2012	539,664,386	$ 269,832	$3,986,746	$ 2,061,370	(144,459,209)	$ (2,890,732)	$ (86,498)	$ 15,110	$3,355,828

See Notes to Consolidated Financial Statements

MYLAN INC. AND SUBSIDIARIES
Consolidated Statements of Equity (Continued)
(In thousands, except share amounts)

	Common Stock		Additional Paid-In Capital	Retained Earnings	Treasury Stock		Accumulated Other Comprehensive Earnings (Loss)	Noncontrolling Interest	Total Equity
	Shares	Cost			Shares	Cost			
Net earnings	—	$ —	$ —	$ 623,711	—	$ —	$ —	$ 2,821	$ 626,532
Other comprehensive loss, net of tax	—	—	—	—	—	—	(153,633)	—	(153,633)
Common stock share repurchase	—	—	—	—	(28,485,459)	(999,999)	—	—	(999,999)
Stock options exercised, net of shares tendered for payment	4,313,644	2,157	74,015	—	—	—	—	—	76,172
Stock compensation expense	—	—	46,971	—	—	—	—	—	46,971
Issuance of restricted stock, net of shares withheld		—	(19,596)	—	570,769	11,931	—	—	(7,665)
Tax benefit of stock option plans	—	—	15,530	—	—	—	—	—	15,530
Other	—	—	12	—	—	—	—	159	171
Balance at December 31, 2013	543,978,030	$ 271,989	$4,103,678	$ 2,685,081	(172,373,899)	$ (3,878,800)	$ (240,131)	$ 18,090	$2,959,907

See Notes to Consolidated Financial Statements

MYLAN INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows
(In thousands)

	Year Ended December 31,		
	2013	2012	2011
Cash flows from operating activities:			
Net earnings	$ 626,532	$ 642,934	$ 538,803
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	515,997	546,604	510,688
Stock-based compensation expense	46,971	42,579	42,576
Change in estimated sales allowances	345,750	265,532	(3,540)
Deferred income tax benefit	(87,133)	(108,930)	(57,405)
Other non-cash items	161,720	235,985	111,018
Litigation settlements, net	(14,639)	(3,133)	48,556
Changes in operating assets and liabilities:			
Accounts receivable	(553,525)	(354,844)	(318,870)
Inventories	(157,056)	(172,020)	(220,600)
Trade accounts payable	137,212	81,429	133,666
Income taxes	(1,107)	(49,989)	96,935
Deferred revenue	(151)	(19,765)	(996)
Other operating assets and liabilities, net	85,992	(157,364)	(160,407)
Net cash provided by operating activities	1,106,563	949,018	720,424
Cash flows from investing activities:			
Capital expenditures	(334,580)	(305,325)	(279,848)
Change in restricted cash	(228,031)	6,972	15,030
Cash paid for acquisitions, net	(1,261,853)	—	(80,510)
Proceeds from sale of property, plant and equipment	25,250	16,338	—
Purchase of marketable securities	(19,346)	(9,884)	(10,024)
Proceeds from sale of marketable securities	10,600	8,061	6,893
Other items, net	(60,854)	(80,404)	16,418
Net cash used in investing activities	(1,868,814)	(364,242)	(332,041)
Cash flows from financing activities:			
Payment of financing fees	(34,634)	(7,691)	(17,246)
Cash paid for warrant amendment and exchange	—	—	(149,947)
Purchase of common stock	(999,999)	(999,893)	(349,998)
Change in short-term borrowings, net	141,422	174,335	(15,614)
Proceeds from issuance of long-term debt	4,974,712	2,043,448	1,458,000
Payment of long-term debt	(3,480,289)	(1,990,796)	(1,644,198)
Proceeds from exercise of stock options	76,172	143,883	67,738
Other items, net	15,530	25,198	6,269
Net cash provided by (used in) financing activities	692,914	(611,516)	(644,996)
Effect on cash of changes in exchange rates	10,661	1,653	(30,383)
Net decrease in cash and cash equivalents	(58,676)	(25,087)	(286,996)
Cash and cash equivalents — beginning of period	349,969	375,056	662,052
Cash and cash equivalents — end of period	$ 291,293	$ 349,969	$ 375,056
Supplemental disclosures of cash flow information —			
Non-cash transactions:			
Other current liabilities	$ 250,000	$ —	$ —
Other long-term obligations	$ —	$ —	$ 376,110
Cash paid during the period for:			
Income taxes	$ 189,620	$ 308,544	$ 124,123
Interest	$ 249,429	$ 246,762	$ 284,637

See Notes to Consolidated Financial Statements

Mylan Inc. and Subsidiaries

Notes to Consolidated Financial Statements

1. Nature of Operations

Mylan Inc. and its subsidiaries (collectively, the "Company," "Mylan," "our" or "we") are engaged in the global development, licensing, manufacture, marketing and distribution of generic, brand and branded generic pharmaceutical products for resale by others and active pharmaceutical ingredients ("API") through two segments, "Generics" and "Specialty." The principal markets for Generics are proprietary and ethical pharmaceutical wholesalers and distributors, group purchasing organizations, drug store chains, independent pharmacies, drug manufacturers, institutions, and public and governmental agencies primarily within the United States ("U.S.") and Canada (collectively, "North America"), Europe, the Middle East and Africa (collectively, "EMEA"), and India, Australia, Japan, New Zealand and Brazil (collectively, "Rest of World"). Generics also focuses on developing API with non-infringing processes for both internal use and to partner with manufacturers in regulated markets such as the U.S. and the European Union ("EU") at market formation. The principal market for Specialty is pharmaceutical wholesalers and distributors, pharmacies and health care institutions primarily in the U.S.

2. Summary of Significant Accounting Policies

Principles of Consolidation. The Consolidated Financial Statements include the accounts of Mylan Inc. and those of its wholly owned and majority-owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation. Investments in equity method affiliates are recorded at cost and adjusted for the Company's share of the affiliates' cumulative results of operations, capital contributions and distributions. Noncontrolling interests in the Company's subsidiaries are recorded net of tax as net earnings attributable to noncontrolling interests.

Use of Estimates in the Preparation of Financial Statements. The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America ("GAAP"), requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Because of the uncertainty inherent in such estimates, actual results could differ from those estimates.

Foreign Currencies. The Consolidated Financial Statements are presented in U.S. Dollars, the reporting currency of Mylan. Statements of Operations and Cash Flows of all of the Company's subsidiaries that have functional currencies other than U.S. Dollars are translated at a weighted average exchange rate for the period for inclusion in the Consolidated Statements of Operations and Cash Flows, whereas assets and liabilities are translated at the end of the period exchange rates for inclusion in the Consolidated Balance Sheets. Translation differences are recorded directly in shareholders' equity as foreign currency translation adjustments. Gains or losses on transactions denominated in a currency other than the subsidiaries' functional currency, which arise as a result of changes in foreign currency exchange rates, are recorded in the Consolidated Statements of Operations.

Cash and Cash Equivalents. Cash and cash equivalents are comprised of highly liquid investments with an original maturity of three months or less at the date of purchase.

Marketable Securities. Marketable equity and debt securities classified as available-for-sale are recorded at fair value, with net unrealized gains and losses, net of income taxes, reflected in accumulated other comprehensive loss as a component of shareholders' equity. Net realized gains and losses on sales of available-for-sale securities are computed on a specific security basis and are included in other (expense) income, net, in the Consolidated Statements of Operations. Marketable equity and debt securities classified as trading securities are valued at the quoted market price from broker or dealer quotations or transparent pricing sources at the reporting date, and realized and unrealized gains and losses are included in other (expense) income, net, in the Consolidated Statements of Operations.

Concentrations of Credit Risk. Financial instruments that potentially subject the Company to credit risk consist principally of interest-bearing investments, derivatives and accounts receivable.

Mylan invests its excess cash in high-quality, liquid money market instruments, principally overnight deposits and highly rated money market funds. The Company maintains deposit balances at certain financial institutions in excess of federally insured amounts. Periodically, the Company reviews the creditworthiness of its counterparties to derivative

transactions, and it does not expect to incur a loss from failure of any counterparties to perform under agreements it has with such counterparties.

Mylan performs ongoing credit evaluations of its customers and generally does not require collateral. Approximately 41% and 38% of the accounts receivable balances represent amounts due from three customers at December 31, 2013 and December 31, 2012, respectively. Total allowances for doubtful accounts were $24.6 million and $23.0 million at December 31, 2013 and December 31, 2012, respectively.

Inventories. Inventories are stated at the lower of cost or market, with cost determined by the first-in, first-out method. Provisions for potentially obsolete or slow-moving inventory, including pre-launch inventory, are made based on our analysis of inventory levels, historical obsolescence and future sales forecasts.

Property, Plant and Equipment. Property, plant and equipment are stated at cost less accumulated depreciation. Depreciation is computed and recorded on a straight-line basis over the assets' estimated service lives (three to 18 years for machinery and equipment and other fixed assets and 15 to 39 years for buildings and improvements). The Company periodically reviews the original estimated useful lives of assets and makes adjustments when appropriate. Depreciation expense was approximately $152.3 million, $160.2 million and $152.8 million for the years ended December 31, 2013, 2012 and 2011, respectively.

Intangible Assets and Goodwill. Intangible assets are stated at cost less accumulated amortization. Amortization is generally recorded on a straight-line basis over estimated useful lives ranging from five to 20 years. The Company periodically reviews the original estimated useful lives of intangible assets and makes adjustments when events indicate that a shorter life is appropriate.

The Company accounts for acquired businesses using the purchase method of accounting, which requires that the assets acquired and liabilities assumed be recorded at the date of acquisition at their respective fair values. The cost to acquire a business is allocated to the underlying net assets of the acquired business in proportion to their respective fair values. Amounts allocated to acquired in-process research and development ("IPR&D") are capitalized at the date of an acquisition and, at the time, such IPR&D assets have indefinite lives. As products in development are approved for sale, amounts will be allocated to product rights and licenses and will be amortized over their estimated useful lives. Definite-lived intangible assets are amortized over the expected life of the asset. Any excess of the purchase price over the estimated fair values of the net assets acquired is recorded as goodwill.

We review goodwill for impairment at least annually or more frequently if events or changes in circumstances indicate that the carrying value of goodwill may not be recoverable based on management's assessment of the fair value of the Company's reporting units as compared to their related carrying value. Under the authoritative guidance issued by the Financial Accounting Standards Board ("FASB"), we have the option to first assess the qualitative factors to determine whether it is more likely than not that the fair value of the reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test. If we determine that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, then the two-step goodwill impairment test is performed. The first step, identifying a potential impairment, compares the fair value of the reporting unit with its carrying amount. If the carrying amount exceeds its fair value, the second step would need to be performed; otherwise, no further step is required. The second step, measuring the impairment loss, compares the implied fair value of the goodwill with the carrying amount of the goodwill. Any excess of the goodwill carrying amount over the applied fair value is recognized as an impairment loss, and the carrying value of goodwill is written down to fair value.

The judgments made in determining the estimated fair value assigned to each class of assets acquired and liabilities assumed, as well as asset lives, can materially impact the Company's results of operations. Fair values and useful lives are determined based on, among other factors, the expected future period of benefit of the asset, the various characteristics of the asset and projected cash flows.

Contingent Consideration. Mylan records contingent consideration resulting from a business acquisition at its fair value on the acquisition date. Each reporting period thereafter, the Company revalues these obligations and records increases or decreases in their fair value as a charge (credit) to selling, general and administrative costs within the Consolidated Statements of Operations. Changes in the fair value of the contingent consideration obligations can result from adjustments to the discount rates, payment periods and adjustments in the probability of achieving future development steps, regulatory approvals, market launches, sales targets and profitability. These fair value measurements represent Level 3 measurements, as they are based on significant inputs not observable in the market.

Significant judgment is employed in determining the assumptions utilized as of the acquisition date and for each subsequent measurement period. Accordingly, changes in the assumptions described above could have a material impact on the Company's consolidated results of operations.

Impairment of Long-Lived Assets. The carrying values of long-lived assets, which include property, plant and equipment and intangible assets with finite lives, are evaluated periodically in relation to the expected future undiscounted cash flows of the underlying assets and monitored for other potential triggering events. Adjustments are made in the event that estimated undiscounted net cash flows are less than the carrying value.

Indefinite-lived intangibles, principally IPR&D, are tested at least annually for impairment or upon the occurrence of a triggering event. The impairment test for IPR&D consists of a comparison of the asset's fair value with its carrying value. Impairment is determined to exist when the fair value is less than the carrying value of the assets being tested.

Short-Term Borrowings. Mylan Laboratories Limited has working capital facilities with several banks which are secured by its current assets. The working capital facilities have a weighted average interest rate of 2.3% at December 31, 2013.

Mylan Pharmaceuticals Inc. ("MPI"), a wholly owned subsidiary of the Company, also has a $400 million accounts receivable facility ("Receivables Facility"), which will expire in February 2015. Included in the Consolidated Balance Sheets at December 31, 2013 and December 31, 2012, respectively, are $374 million and $180 million of short-term borrowings, which are recorded as a secured loan. The receivables underlying any borrowings are included in accounts receivable, net, in the Consolidated Balance Sheets. There were $723.1 million and $556.5 million of securitized accounts receivable at December 31, 2013 and 2012, respectively.

Revenue Recognition. Mylan recognizes net revenue for product sales when title and risk of loss pass to its customers and when provisions for estimates, including discounts, sales allowances, price adjustments, returns, chargebacks and other promotional programs, are reasonably determinable. The following briefly describes the nature of each provision and how such provisions are estimated.

Discounts are reductions to invoiced amounts offered to customers for payment within a specified period and are estimated upon sale utilizing historical customer payment experience.

Volume-based sales allowances are offered to key customers to promote customer loyalty and encourage greater product sales. These programs provide that upon the attainment of pre-established volumes or the attainment of revenue milestones for a specified period, the customer receives credit against purchases. Other promotional programs are incentive programs periodically offered to our customers. The Company is able to estimate provisions for volume-based sales allowances and other promotional programs based on the specific terms in each agreement at the time of sale.

Consistent with industry practice, Mylan maintains a return policy that allows customers to return product within a specified period prior and subsequent to the expiration date. The Company's estimate of the provision for returns is generally based upon historical experience with actual returns.

Price adjustments, which include shelf stock adjustments, are credits issued to reflect decreases in the selling prices of products. Shelf stock adjustments are based upon the amount of product which the customer has remaining in its inventory at the time of the price reduction. Decreases in selling prices are discretionary decisions made by the Company to reflect market conditions. Amounts recorded for estimated price adjustments are based upon specified terms with direct customers, estimated launch dates of competing products, estimated declines in market price and, in the case of shelf stock adjustments, estimates of inventory held by the customer.

The Company has agreements with certain indirect customers, such as independent pharmacies, managed care organizations, hospitals, nursing homes, governmental agencies and pharmacy benefit management companies, which establish contract prices for certain products. The indirect customers then independently select a wholesaler from which to actually purchase the products at these contracted prices. Alternatively, certain wholesalers may enter into agreements with indirect customers that establish contract pricing for certain products, which the wholesalers provide. Under either arrangement, Mylan will provide credit to the wholesaler for any difference between the contracted price with the indirect party and the wholesaler's invoice price. Such credits are called chargebacks. The provision for chargebacks is based on expected sell-through levels by our wholesaler customers to indirect customers, as well as estimated wholesaler inventory levels.

Accounts receivable are presented net of allowances relating to the above provisions. No significant revisions were made to the methodology used in determining these provisions during the years ended December 31, 2013 and 2012. Such

allowances were $1.24 billion and $977.0 million at December 31, 2013 and 2012, respectively. Other current liabilities included $281.1 million and $202.9 million at December 31, 2013 and 2012, respectively, for certain sales allowances and other adjustments that are paid to indirect customers.

Royalty or profit share revenue from licensees, which are based on third-party sales of licensed products and technology, is recorded in accordance with the contract terms, when third-party sales can be reliably measured and collection of the funds is reasonably assured. Royalty revenue is included in other revenue in the Consolidated Statements of Operations.

The Company recognizes contract manufacturing and other service revenue when the service is performed or when the Company's partners take ownership and title has passed, collectability is reasonably assured, the sales price is fixed or determinable, and there is persuasive evidence of an arrangement.

During the years ended December 31, 2013, 2012 and 2011, sales to Cardinal Health, Inc. were 15%, 14%, and 13%, respectively, and sales to McKesson Corporation were 14%, 13% and 11%, respectively, of consolidated net revenues.

Research and Development. Research and Development ("R&D") expenses are charged to operations as incurred.

Income Taxes. Income taxes have been provided for using an asset and liability approach in which deferred income taxes reflect the tax consequences on future years of events that the Company has already recognized in the financial statements or tax returns. Changes in enacted tax rates or laws may result in adjustments to the recorded tax assets or liabilities in the period that the new tax law is enacted.

Earnings per Common Share. Basic earnings per common share is computed by dividing net earnings attributable to Mylan Inc. common shareholders by the weighted average number of shares outstanding during the period. Diluted earnings per common share is computed by dividing net earnings attributable to Mylan Inc. common shareholders by the weighted average number of shares outstanding during the period increased by the number of additional shares that would have been outstanding related to potentially dilutive securities or instruments, if the impact is dilutive.

On September 15, 2008, concurrent with the sale of $575 million aggregate principal amount of Cash Convertible Notes due 2015 (the "Cash Convertible Notes"), Mylan entered into a convertible note hedge and warrant transaction with certain counterparties. Pursuant to the warrant transactions, the Company sold to the counterparties warrants to purchase in the aggregate up to approximately 43.2 million shares of Mylan common stock, subject to anti-dilution adjustments substantially similar to the anti-dilution adjustments for the Cash Convertible Notes, which under most circumstances represents the maximum number of shares that underlie the conversion reference rate for the Cash Convertible Notes. The sold warrants had an exercise price of $20.00 and will be net share settled, meaning that Mylan will issue a number of shares per warrant corresponding to the difference between its share price at each warrant expiration date and the exercise price. The warrants meet the definition of derivatives under the guidance in the FASB Accounting Standards Codification ("ASC") 815 *Derivatives and Hedging* ("ASC 815"); however, because these instruments have been determined to be indexed to the Company's own stock and meet the criteria for equity classification under ASC 815-40 *Contracts in Entity's Own Equity* ("ASC 815-40"), the warrants have been recorded in shareholders' equity in the Consolidated Balance Sheets.

In September 2011, the Company entered into amendments with the counterparties to exchange the original warrants with an exercise price of $20.00 (the "Old Warrants") with new warrants with an exercise price of $30.00 (the "New Warrants"). Approximately 41.0 million of the Old Warrants were exchanged in the transaction. All other terms and settlement provisions of the Old Warrants remain unchanged in the New Warrants. The New Warrants meet the definition of derivatives under the guidance in ASC 815; however, because these instruments have been determined to be indexed to the Company's own stock and meet the criteria for equity classification under ASC 815-40, the New Warrants have also been recorded in shareholders' equity in the Consolidated Balance Sheets. The dilutive impact of the Old and New Warrants are included in the calculation of diluted earnings per share based upon the average market value of the Company's common stock during the period as compared to the exercise price. For the year ended December 31, 2013, 2012 and 2011, 5.1 million, 0.3 million and 4.3 million, respectively, warrants were included in the calculation of diluted earnings per share.

The Board of Directors periodically authorizes the Company to repurchase common stock in the open market or through other methods. The Company repurchased 28.5 million common shares at a cost of $1.0 billion, 41.4 million common shares at a cost of $1.0 billion and 14.8 million common shares at a cost of $350 million in 2013, 2012 and 2011, respectively. These amounts reflect transactions executed through December 31st of each year. Basic and diluted earnings per common share attributable to Mylan Inc. are calculated as follows:

(In thousands, except per share amounts)	Year Ended December 31, 2013	2012	2011
Basic earnings attributable to Mylan Inc. common shareholders (numerator):			
Net earnings attributable to Mylan Inc. common shareholders	$ 623,711	$ 640,850	$ 536,810
Shares (denominator):			
Weighted average common shares outstanding	383,327	415,210	430,839
Basic earnings per common share attributable to Mylan Inc. common shareholders	$ 1.63	$ 1.54	$ 1.25
Diluted earnings attributable to Mylan Inc. common shareholders (numerator):			
Net earnings attributable to Mylan Inc. common shareholders	$ 623,711	$ 640,850	$ 536,810
Shares (denominator):			
Weighted average common shares outstanding	383,327	415,210	430,839
Stock-based awards and warrants	11,127	5,026	7,946
Total dilutive shares outstanding	394,454	420,236	438,785
Diluted earnings per common share attributable to Mylan Inc. common shareholders	$ 1.58	$ 1.52	$ 1.22

Additional stock options or restricted stock awards were outstanding during the years ended December 31, 2013, 2012 and 2011 but were not included in the computation of diluted earnings per share for each respective period, because the effect would be anti-dilutive. Such anti-dilutive stock options or restricted stock awards represented 1.0 million, 4.8 million and 5.5 million shares for the years ended December 31, 2013, 2012 and 2011, respectively.

Stock-Based Compensation. The fair value of stock-based compensation is recognized as expense in the Consolidated Statements of Operations over the vesting period.

Derivatives. From time to time the Company may enter into derivative financial instruments (mainly foreign currency exchange forward contracts, interest rate swaps and purchased equity call options) designed to: 1) hedge the cash flows resulting from existing assets and liabilities and transactions expected to be entered into over the next twenty-four months in currencies other than the functional currency, 2) hedge the variability in interest expense on floating rate debt, 3) hedge the fair value of fixed-rate notes, 4) hedge against changes in interest rates that could impact future debt issuances, or 5) hedge cash or share payments required on conversion of issued convertible notes. Derivatives are recognized as assets or liabilities in the Consolidated Balance Sheets at their fair value. When the derivative instrument qualifies as a cash flow hedge, changes in the fair value are included in earnings or deferred through other comprehensive earnings depending on the nature and effectiveness of the offset. If a derivative instrument qualifies as a fair value hedge, the changes in the fair value, as well as the offsetting changes in the fair value of the hedged items, are included in interest expense. When such instruments do not qualify for hedge accounting the changes in fair value are recorded in the Consolidated Statements of Operations within other (expense) income, net.

Financial Instruments. The Company's financial instruments consist primarily of short-term and long-term debt, interest rate swaps, forward contracts, and option contracts. The Company's financial instruments also include cash and cash equivalents as well as accounts and other receivables and accounts payable, the fair values of which approximate their carrying values. As a policy, the Company does not engage in speculative or leveraged transactions.

The Company uses derivative financial instruments for the purpose of hedging foreign currency and interest rate exposures, which exist as part of ongoing business operations or to hedge cash or share payments required on conversion of issued convertible notes. The Company carries derivative instruments on the Consolidated Balance Sheets at fair value, determined by reference to market data such as forward rates for currencies, implied volatilities, and interest rate swap yield curves. The accounting for changes in the fair value of a derivative instrument depends on whether it has been designated and qualifies as part of a hedging relationship and, if so, the reason for holding it.

Recent Accounting Pronouncements. In July 2013, the FASB issued revised accounting guidance on the presentation of an unrecognized tax benefit when a net operating loss carryforward exists. The amended guidance clarifies when the unrecognized tax benefit should be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss and when the unrecognized tax benefit should be presented in the financial statements as a liability and not combined with the deferred tax asset. The guidance is effective for fiscal years, and interim periods, beginning after December 15, 2013. The

Company does not expect that the adoption of the guidance will have a material effect on its results of operations, financial position or cash flows.

In February 2013, the FASB issued revised accounting guidance on the presentation of comprehensive income in the financial statements. The amended guidance requires an entity to report, in one place, the effect of significant reclassifications out of accumulated other comprehensive income on the respective line items in net income. Reclassifications must be disclosed if the amount being reclassified is required under GAAP to be reclassified in its entirety to net income. The guidance is effective prospectively for reporting periods beginning after December 15, 2012. The Company adopted the guidance during 2013 by presenting additional disclosure in the notes to financial statements (see Note 8). The adoption of the guidance did not have a material effect on the Company's results of operations, financial position or cash flows.

In December 2011 and January 2013, the FASB issued revised accounting guidance for an entity with particular financial instruments and derivative instruments that offset in accordance with the FASB's guidance regarding other presentation matters for derivatives and hedging. Under the amendments in this update, an entity with financial instruments that are offset in the financial statements or subject to enforceable master netting arrangements, or similar agreements, must disclose the gross amount recognized for the asset/liability, the offsetting amounts, the net amounts presented on the balance sheet and any amounts subject to enforceable master netting arrangements. The amended guidance is effective for fiscal years, including interim periods, beginning on or after January 1, 2013. Retroactive application is required. The Company adopted the guidance during 2013, and the adoption of the guidance did not have a material effect on the Company's results of operations, financial position or cash flows.

3. Acquisitions and Other Transactions

Agila Specialties

On February 27, 2013, the Company announced that it had signed definitive agreements to acquire the Agila Specialties business ("Agila"), a developer, manufacturer and marketer of high-quality generic injectable products, from Strides Arcolab Limited ("Strides Arcolab"). The transaction closed on December 4, 2013 and the total purchase price was approximately $1.43 billion (net of cash acquired of $3.4 million), which includes estimated contingent consideration of $250 million. The contingent consideration, which could total a maximum of $461 million, is primarily related to the satisfaction of certain regulatory conditions, including potential regulatory remediation costs and the resolution of certain pre-acquisition contingencies. The acquisition of Agila significantly expands and strengthens Mylan's existing injectables platform and portfolio, and also provides Mylan entry into certain new geographic markets.

In accordance with GAAP, the Company used the purchase method of accounting to account for this transaction. Under the purchase method of accounting, the assets acquired and liabilities assumed in the transaction were recorded at their respective estimated fair values at the acquisition date. The preliminary allocation of the $1.43 billion purchase price to the assets acquired and liabilities assumed for Agila is as follows:

(In millions)		
Current assets (excluding inventories)	$	39.0
Inventories		45.1
Property, plant and equipment		143.8
Identified intangible assets		280.0
In-process research and development		436.0
Goodwill		884.2
Other assets, including equity method investment		153.4
Total assets acquired		1,981.5
Current liabilities		(234.7)
Deferred tax liabilities		(193.2)
Other non-current liabilities		(119.9)
Net assets acquired	$	1,433.7

The amount allocated to IPR&D represents an estimate of the fair value of purchased in-process technology for research projects that, as of the closing date of the acquisition, had not reached technological feasibility and had no alternative future use. The fair value of the IPR&D was based on the excess earnings method, which utilizes forecasts of expected cash

inflows (including estimates for ongoing costs) and other contributory charges. A discount rate of 13.0% was utilized to discount net cash inflows to present values. IPR&D is accounted for as an indefinite-lived intangible asset and will be subject to impairment testing until completion or abandonment of the projects. Upon successful completion and launch of each product, the Company will make a determination of the estimated useful life of the individual IPR&D asset. The acquired IPR&D projects are in various stages of completion and the estimated costs to complete these projects total approximately $50 million which is expected to be incurred from 2014 through 2016. There are risks and uncertainties associated with the timely and successful completion of the projects included in IPR&D, and no assurances can be given that the underlying assumptions used to estimate the fair value of IPR&D will not change or the timely completion of each project to commercial success will occur.

The identified intangible assets of $280 million are comprised of $221 million of product rights and licenses that have a weighted average useful life of 8 years and $59 million of customer relationships that have a weighted average useful life of 5 years. The equity method investment of $125 million represents the fair value of Agila's 50% interest in Sagent Agila LLC ("Sagent Agila"). The goodwill of $884.2 million arising from the acquisition consisted largely of the value of the employee workforce and the value of products to be developed in the future. All of the goodwill was assigned to Mylan's Generics segment. The allocation of the goodwill to the individual reporting units within the Generics segment has not been completed. None of the goodwill recognized is currently expected to be deductible for income tax purposes.

Significant assumptions utilized in the valuation of identified intangible assets, the equity method investment and IPR&D were based on company specific information and projections which are not observable in the market and are thus considered Level 3 measurements as defined by GAAP. The preliminary fair value estimates for the assets acquired and liabilities assumed were based upon preliminary calculations, valuations and assumptions that are subject to change as the Company obtains additional information during the measurement period (up to one year from the acquisition date). The primary areas of those preliminary estimates that are not yet finalized relate to the determination of certain contingent consideration, certain contingent liabilities, including income and non-income based tax contingencies, and deferred income taxes.

Approximately $49.8 million of expenses were incurred during the year ended December 31, 2013 that related to this acquisition.

The operating results of Agila have been included in Mylan's Consolidated Statements of Operations since December 4, 2013. Revenues and earnings from the acquisition date through December 31, 2013 were not material to Mylan's consolidated financial statements.

Unaudited Pro Forma Financial Results

The following table presents supplemental unaudited pro forma information as if the acquisition of Agila had occurred on January 1, 2012. The unaudited pro forma results reflect certain adjustments related to past operating performance and acquisition accounting adjustments, such as increased amortization expense based on the fair valuation of assets acquired, the impact of acquisition financing, transaction costs and the related income tax effects. The unaudited pro forma results do not include any anticipated synergies which may be achievable subsequent to the acquisition date. Accordingly, the unaudited pro forma results are not necessarily indicative of the results that actually would have occurred had the acquisition been completed on January 1, 2012, nor are they indicative of the future operating results of the combined company.

	Year Ended December 31,	
	2013	2012
(In millions, except per share amounts)	***(Unaudited)***	
Total revenues	$ 7,109	$ 7,036
Net earnings attributable to Mylan Inc. common shareholders	$ 443	$ 530
Earnings per common share attributable to Mylan Inc. common shareholders		
Basic	$ 1.16	$ 1.28
Diluted	$ 1.12	$ 1.26
Weighted average common shares outstanding:		
Basic	383,327	415,210
Diluted	394,454	420,236

Respiratory Delivery Platform

On December 23, 2011, Mylan completed its acquisition of the exclusive worldwide rights to develop, manufacture and commercialize a generic equivalent to GlaxoSmithKline's Advair® Diskus and Seretide® Diskus incorporating Pfizer Inc.'s proprietary dry powder inhaler delivery platform ("respiratory delivery platform"). As part of the agreement, Mylan will fund the remaining development and capital requirements as well as make certain potential development and commercial milestone payments as the products are brought to market. In accordance with GAAP, the Company accounted for this transaction as a purchase of a business and utilized the purchase method of accounting. Under the purchase method of accounting, the assets acquired and liabilities assumed in the transaction were recorded at the date of acquisition at the estimate of their respective fair values.

The total purchase consideration was $348 million. This amount consisted of an initial cash payment of $22 million, approximately $4 million in assumed liabilities, and $322 million of contingent consideration. Pfizer is eligible to receive milestone payments, which are contingent upon the future product development achievements including regulatory approvals, market launches, sales targets and profitability. The $322 million of contingent consideration at the acquisition date represented the net present value of expected milestone and profit sharing payments. The purchase price allocation, including the valuation of the contingent payment elements of the purchase price, resulted in IPR&D of $338 million, fixed assets of $8 million and goodwill of $2 million.

The amount allocated to acquired IPR&D represented an estimate of the fair value of purchased in-process technology that, as of the closing date of the acquisition, had not reached technological feasibility and had no alternative future use. The fair value of IPR&D was based on the excess earnings method, which utilizes forecasts of expected net cash inflows (including estimates for ongoing costs) and other contributory charges. A discount rate of 12.5% was utilized to discount net cash inflows to present values.

The project is in the early stages of development, and the expected costs to complete are estimated to be significant. The project is not expected to begin generating a material benefit to the Company until after 2016. There can be no certainty that these assets ultimately will yield a successful product. Failure to successfully complete this project would have a material impact on the IPR&D assets related to it. Additionally, no assurances can be given that the underlying assumptions used to prepare the discounted cash flow analysis will not change in future periods.

Other Transactions

Beginning in 2013, we established an exclusive long-term strategic collaboration with Pfizer Japan Inc. ("Pfizer Japan") to develop, manufacture, distribute and market generic drugs in Japan. Under the agreement, both parties operate separate legal entities in Japan and collaborate on current and future generic products, sharing the costs and profits resulting from the collaboration. Mylan Japan's responsibilities primarily consist of managing operations, including R&D and manufacturing. Pfizer Japan's responsibilities primarily consist of the commercialization of the combined generics portfolio and managing a combined marketing and sales effort.

During 2013, the Company completed the acquisition of four separate manufacturing operations located in India. The aggregate purchase price was approximately $76 million in cash. As part of the purchase price allocations, goodwill in the aggregate of approximately $20 million was recognized within the Generics segment. The acquisitions did not have a material impact on the Company's results of operations since the acquisition dates.

During 2011, the Company completed two additional business acquisitions for total purchase consideration of approximately $165 million. The total combined purchase consideration of the two acquisitions included initial cash payments of $59 million and approximately $106 million in assumed liabilities. The preliminary purchase price allocations, including the valuation of the contingent payment elements of the purchase price, resulted in intangible assets of $130 million, IPR&D of $30 million and fixed assets of $5 million. The impact on our results of operations since the acquisition dates was not material.

4. Balance Sheet Components

Selected balance sheet components consist of the following:

(In thousands)	December 31, 2013	December 31, 2012
Inventories:		
Raw materials	$ 484,648	$ 455,958
Work in process	310,050	268,191
Finished goods	869,995	801,093
	$ 1,664,693	$ 1,525,242
Property, plant and equipment:		
Land and improvements	$ 72,700	$ 73,857
Buildings and improvements	747,003	665,058
Machinery and equipment	1,698,411	1,436,904
Construction in progress	207,721	308,192
	2,725,835	2,484,011
Less accumulated depreciation	1,062,759	1,086,795
	$ 1,663,076	$ 1,397,216
Other current liabilities:		
Legal and professional accruals, including litigation accruals	$ 146,051	$ 122,083
Payroll and employee benefit plan accruals	288,954	266,650
Accrued sales allowances	281,112	202,891
Accrued interest	68,466	72,590
Fair value of financial instruments	74,312	29,051
Other	530,368	290,281
	$ 1,389,263	$ 983,546

The value of contingent consideration included in other current liabilities is $250.0 million at December 31, 2013. Contingent consideration included in other long-term obligations totaled $414.6 million and $379.2 million at December 31, 2013 and 2012, respectively. Included in prepaid expenses and other current assets is $129.5 million and $1.5 million of restricted cash at December 31, 2013 and 2012, respectively. An additional $100 million of restricted cash is classified as a component of other long-term assets at December 31, 2013. The increase in restricted cash at December 31, 2013 principally related to amounts deposited in escrow, or restricted accounts, for potential contingent consideration payments related to the Agila acquisition.

The Company's equity method investments in clean energy partnerships, whose activities qualify for income tax credits under section 45 of the U.S. Internal Revenue Code, totaled $401.7 million and $71.7 million at December 31, 2013 and 2012, respectively, and are included in other assets in the Consolidated Balance Sheets. Liabilities related to these investments totaled $415.4 million and $78.7 million at December 31, 2013 and 2012, respectively, and are included in other long-term obligations in the Consolidated Balance Sheets.

As part of the Agila acquisition, the Company acquired a 50% interest in Sagent Agila, which was established in 2007 between Agila and Sagent Pharmaceuticals, Inc. Sagent Agila was established to allow for the development, manufacturing and distribution of certain generic injectable products in the U.S. market. The initial term of the venture expires upon the tenth anniversary of its formation. The fair value of the 50% interest was valued at $125 million and is accounted for using the equity method of accounting. The equity method investment is included in other assets in the Consolidated Balance Sheets. The results of Sagent Agila since the acquisition date were not material to Mylan's consolidated financial statements.

5. Goodwill and Other Intangible Assets

The changes in the carrying amount of goodwill for the years ended December 31, 2013 and 2012 are as follows:

(In thousands)	Generics Segment	Specialty Segment	Total
Balance at December 31, 2011:			
Goodwill	$ 3,196,428	$ 706,507	$ 3,902,935
Accumulated impairment losses	—	(385,000)	(385,000)
	3,196,428	321,507	3,517,935
Foreign currency translation	(2,280)	—	(2,280)
	3,194,148	321,507	3,515,655
Balance at December 31, 2012:			
Goodwill	3,194,148	706,507	3,900,655
Accumulated impairment losses	—	(385,000)	(385,000)
	3,194,148	321,507	3,515,655
Goodwill acquired [1]	903,998	—	903,998
Transfers [2]	(27,602)	27,602	—
Foreign currency translation	(131,529)	—	(131,529)
	3,939,015	349,109	4,288,124
Balance at December 31, 2013:			
Goodwill	3,939,015	734,109	4,673,124
Accumulated impairment losses	—	(385,000)	(385,000)
	$ 3,939,015	$ 349,109	$ 4,288,124

(1) See Note 3.

(2) As a result of the January 1, 2013 reorganization of certain components between the Generics and Specialty segments, the Company was required to reassign a portion of the carrying amount of goodwill to the Specialty segment.

Intangible assets consist of the following components at December 31, 2013 and 2012:

(In thousands)	Weighted Average Life (Years)	Original Cost	Accumulated Amortization	Net Book Value
December 31, 2013				
Amortized intangible assets:				
Patents and technologies	20	$ 116,631	$ 93,761	$ 22,870
Product rights and licenses	10	3,559,505	2,018,111	1,541,394
Other [1]	8	173,974	59,395	114,579
		3,850,110	2,171,267	1,678,843
In-process research and development		839,045	—	839,045
		$ 4,689,155	$ 2,171,267	$ 2,517,888
December 31, 2012				
Amortized intangible assets:				
Patents and technologies	20	$ 116,631	$ 88,288	$ 28,343
Product rights and licenses	10	3,459,980	1,749,424	1,710,556
Other [1]	8	111,033	51,384	59,649
		3,687,644	1,889,096	1,798,548
In-process research and development		425,909	—	425,909
		$ 4,113,553	$ 1,889,096	$ 2,224,457

[1] Other intangibles consist principally of customer lists and contracts.

Product rights and licenses are primarily comprised of the products marketed at the time of acquisition. These product rights and licenses relate to numerous individual products, the net book value of which, by therapeutic category, is as follows:

(In thousands)	December 31, 2013	December 31, 2012
Allergy	$ 95,911	$ 111,386
Anti-infectives	194,220	145,109
Antineoplastic	147,414	51,251
Cardiovascular	235,777	309,062
Central Nervous System	211,205	273,102
Dermatological	79,576	93,644
Endocrine and Metabolic	72,400	80,702
Gastrointestinal	95,184	121,823
Respiratory System	147,448	218,658
Other [1]	262,259	305,819
	$ 1,541,394	$ 1,710,556

[1] Other consists of numerous therapeutic classes, none of which individually exceeds 5% of total product rights and licenses.

Amortization expense, which is classified primarily within cost of sales in the Consolidated Statements of Operations, for the years ended December 31, 2013, 2012 and 2011 was $363.7 million, $386.4 million and $357.8 million, respectively. Amortization expense is expected to be approximately $386 million, $360 million, $276 million, $231 million and $182 million for the years ended December 31, 2014 through 2018, respectively.

Indefinite-lived intangibles, such as the Company's IPR&D assets, are tested at least annually for impairment, but they may be tested whenever certain impairment indicators are present. Impairment is determined to exist when the fair value is less than the carrying value of the assets being tested.

The Company performs its annual impairment review of certain IPR&D assets at September 30th. This review of IPR&D assets principally relates to assets acquired as part of the Bioniche Pharma acquisition in September 2010. For the years ended December 31, 2013 and 2012, the Company recorded impairment charges related to the Bioniche Pharma IPR&D assets in the amounts of $18.0 million and $41.6 million, respectively, which were recorded as a component of amortization expense. These impairment charges resulted from the Company's estimate of the fair value of these assets, which was based upon updated forecasts and commercial development plans, compared with the assigned fair values at the acquisition date. The fair value was determined based upon detailed valuations employing the income approach which utilized Level 3 inputs, as defined in Note 6. The fair value of IPR&D was calculated as the present value of the estimated future net cash flows using a market rate of return. The assumptions inherent in the estimated future cash flows include, among other things, the impact of changes to the development programs, the projected development and regulatory time frames and the current competitive environment. A discount rate of approximately 10% was utilized in each valuation at September 30, 2013 and 2012. Changes to any of the Company's assumptions may result in a further reduction to the estimated fair value of the IPR&D asset.

During the years ended December 31, 2013 and 2012, approximately $6.5 million and $33.0 million, respectively, was reclassified from acquired IPR&D to product rights and licenses. Also during the year ended December 31, 2012, the Company paid approximately $70.0 million to acquire products rights and licenses, the majority of which relates to two dermatological products acquired from Valeant Pharmaceuticals.

6. Financial Instruments and Risk Management

Mylan is exposed to certain financial risks relating to its ongoing business operations. The primary financial risks that are managed by using derivative instruments are foreign currency risk, interest rate risk and equity risk.

Foreign Currency Risk Management

In order to manage foreign currency risk, Mylan enters into foreign exchange forward contracts to mitigate risk associated with changes in spot exchange rates of mainly non-functional currency denominated assets or liabilities. The foreign exchange forward contracts are measured at fair value and reported as current assets or current liabilities on the Consolidated Balance Sheets. Any gains or losses on the foreign exchange forward contracts are recognized in earnings in the period incurred in the Consolidated Statements of Operations.

The Company has also entered into forward contracts to hedge forecasted foreign currency denominated sales from certain international subsidiaries. These contracts are designated as cash flow hedges to manage foreign currency transaction risk and are measured at fair value and reported as current assets or current liabilities on the Consolidated Balance Sheets. Any changes in fair value are included in earnings or deferred through accumulated other comprehensive earnings ("AOCE"), depending on the nature and effectiveness of the offset.

Interest Rate Risk Management

The Company enters into interest rate swaps in order to manage interest rate risk associated with the Company's fixed- and floating-rate debt. These derivative instruments are measured at fair value and reported as current assets or current liabilities on the Consolidated Balance Sheets.

The Company's interest rate swaps designated as cash flow hedges fix the interest rate on a portion of the Company's variable-rate debt or hedge part of the Company's interest rate exposure associated with the variability in the future cash flows attributable to changes in interest rates. Any changes in fair value are included in earnings or deferred through AOCE, depending on the nature and effectiveness of the offset. Any ineffectiveness in a cash flow hedging relationship is recognized immediately in earnings in the Consolidated Statements of Operations. In conjunction with the senior notes offering during the second quarter of 2013 and the related repayment of the Company's variable-rate U.S. Term Loans (the "U.S. Term Loans") (see Note 7), the Company terminated all existing interest rate swaps that had previously fixed the interest rate on a portion of the Company's variable-rate U.S. Term Loans. As a result, during the year ended December 31, 2013, approximately $0.8 million that had previously been classified in AOCE was recognized into other (expense) income, net, as the forecasted transaction was no longer probable of occurring. In addition, $750 million of floating-rate debt interest rate swaps that were extended through forward-starting swaps were terminated during the year ended December 31, 2013 in the transaction

described above. The total notional amount of the Company's interest rate swaps on floating-rate debt was $850 million as of December 31, 2012. There were no interest rate swaps on floating-rate debt as of December 31, 2013.

In anticipation of issuing fixed-rate debt, the Company may use treasury rate locks or forward starting interest rate swaps that are designated as cash flow hedges. During the first and third quarters of 2013, the Company entered into a series of forward starting swaps to hedge against changes in interest rates that could impact the Company's expected financing of the acquisition of Agila. These interest rate swaps were designated as cash flow hedges of expected future interest payments. In February 2013, the Company executed interest rate swaps with a notional value of $1.07 billion. In September 2013, the terms of these swaps were extended to an effective date in November 2013 and the Company executed an additional $930 million of notional value of interest rate swaps with an effective date in November 2013. In November 2013 all of the swaps were terminated in conjunction with the completion of the financing of the Agila acquisition. A gain of $41.2 million is recorded in AOCE, which will be amortized over the term of the related financing transactions. In addition, $0.8 million of hedge ineffectiveness was recorded in other (expense) income, net.

In April 2013, the Company entered into a series of forward starting swaps to hedge against changes in interest rates that could impact future debt issuances. These swaps are designated as cash flow hedges of expected future interest payments related to these issuances. The Company executed $1.80 billion of notional value swaps with effective dates ranging from December 2014 to August 2015. These swaps have maturities of ten years.

The Company's interest rate swaps designated as fair value hedges convert the fixed rate on a portion of the Company's fixed-rate senior notes to a variable rate. These interest rate swaps designated as fair value hedges are measured at fair value and reported as assets or current liabilities in the Consolidated Balance Sheets. Any changes in the fair value of these derivative instruments, as well as the offsetting change in fair value of the portion of the fixed-rate debt being hedged, is included in interest expense. In June 2013, the Company entered into interest rate swaps with a notional value of $500 million that were designated as hedges of the Company's 1.800% Senior Notes due 2016. The variable rate was 1.41% at December 31, 2013. In December 2013, the Company entered into interest rate swaps with a notional value of $750 million that were designated as hedges of the Company's 3.125% Senior Notes due 2023. The variable rate was 0.57% at December 31, 2013. The total notional amount of the Company's interest rate swaps on fixed-rate debt was $1.8 billion and $500 million as of December 31, 2013 and December 31, 2012 respectively.

In November 2011, the Company terminated certain interest rate swaps that had previously fixed the interest rate on a portion of the Company's term loans. As a result, during the year ended December 31, 2011, charges of approximately $13.9 million that had previously been classified in AOCE were recognized into other (expense) income, net.

Certain derivative instrument contracts entered into by the Company are governed by Master Agreements, which contain credit-risk-related contingent features that would allow the counterparties to terminate the contracts early and request immediate payment should the Company trigger an event of default on other specified borrowings. The Company is not subject to any obligations to post collateral under derivative instrument contracts.

The Company maintains significant credit exposure arising from the convertible note hedge on its Cash Convertible Notes. Holders may convert their Cash Convertible Notes subject to certain conversion provisions determined by a) the market price of the Company's common stock, b) specified distributions to common shareholders, c) a fundamental change, as defined in the purchase agreement, or d) certain time periods specified in the purchase agreement. The conversion feature can only be settled in cash and, therefore, it is bifurcated from the Cash Convertible Notes and treated as a separate derivative instrument. In order to offset the cash flow risk associated with the cash conversion feature, the Company entered into a convertible note hedge with certain counterparties. Both the cash conversion feature and the purchased convertible note hedge are measured at fair value with gains and losses recorded in the Company's Consolidated Statements of Operations. Also, in conjunction with the issuance of the Cash Convertible Notes, the Company entered into several warrant transactions with certain counterparties. The warrants meet the definition of derivatives; however, because these instruments have been determined to be indexed to the Company's own stock, and have been recorded in shareholders' equity in the Company's Consolidated Balance Sheets, the instruments are exempt from the scope of GAAP guidance regarding accounting for derivative instruments and hedging activities and are not subject to the fair value provisions set forth therein.

At December 31, 2013, the convertible note hedge had a total fair value of $1.30 billion, which reflects the maximum loss that would be incurred should the parties fail to perform according to the terms of the contract. The counterparties are highly rated diversified financial institutions with both commercial and investment banking operations. The counterparties are required to post collateral against this obligation should they be downgraded below thresholds specified in the contract. Eligible collateral is comprised of a wide range of financial securities with a valuation discount percentage reflecting the associated risk.

The Company regularly reviews the creditworthiness of its financial counterparties and does not expect to incur a significant loss from failure of any counterparties to perform under any agreements.

The Company records all derivative instruments on a gross basis in the Consolidated Balance Sheets. Accordingly, there are no offsetting amounts that net assets against liabilities. The asset and liability balances presented in the tables below reflect the gross amounts of derivatives recorded in the Company's Consolidated Financial Statements.

Fair Values of Derivative Instruments
Derivatives Designated as Hedging Instruments

	Asset Derivatives			
	December 31, 2013		December 31, 2012	
(In thousands)	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Interest rate swaps	Prepaid expenses and other current assets	$ 90,305	Prepaid expenses and other current assets	$ 36,647
Interest rate swaps	Other assets	93,100	Other assets	—
Total		$ 183,405		$ 36,647

	Liability Derivatives			
	December 31, 2013		December 31, 2012	
(In thousands)	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Interest rate swaps	Other current liabilities	$ 15,826	Other current liabilities	$ 9,823
Foreign currency forward contracts	Other current liabilities	53,123	Other current liabilities	15,863
Total		$ 68,949		$ 25,686

Fair Values of Derivative Instruments
Derivatives Not Designated as Hedging Instruments

	Asset Derivatives			
	December 31, 2013		December 31, 2012	
(In thousands)	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Foreign currency forward contracts	Prepaid expenses and other current assets	$ 6,405	Prepaid expenses and other current assets	$ 5,818
Purchased cash convertible note hedge	Other assets	1,303,000	Other assets	636,300
Total		$ 1,309,405		$ 642,118

	Liability Derivatives			
	December 31, 2013		December 31, 2012	
(In thousands)	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Foreign currency forward contracts	Other current liabilities	$ 5,362	Other current liabilities	$ 3,365
Cash conversion feature of Cash Convertible Notes	Long-term debt	1,303,000	Long-term debt	636,300
Total		$ 1,308,362		$ 639,665

The Effect of Derivative Instruments on the Consolidated Statements of Operations
Derivatives in Fair Value Hedging Relationships

		Amount of (Loss) or Gain Recognized in Earnings on Derivatives		
		Year Ended December 31,		
(In thousands)	Location of (Loss) or Gain Recognized in Earnings on Derivatives	2013	2012	2011
Interest rate swaps	Interest expense	$ (17,933)	$ 19,562	$ 42,648
Total		$ (17,933)	$ 19,562	$ 42,648

(In thousands)	Location of Gain or (Loss) Recognized in Earnings on Hedged Items	Amount of Gain or (Loss) Recognized in Earnings on Hedging Items Year Ended December 31,		
		2013	2012	2011
2016 Senior Notes (1.800% coupon)	Interest expense	$ 448	$ —	$ —
2018 Senior Notes (6.000% coupon)	Interest expense	17,073	(6,873)	(29,773)
2023 Senior Notes (3.125% coupon)	Interest expense	15,379	—	—
Total		$ 32,900	$ (6,873)	$ (29,773)

The Effect of Derivative Instruments on the Consolidated Statements of Operations
Derivatives in Cash Flow Hedging Relationships

(In thousands)	Amount of (Loss) or Gain Recognized in AOCE (Net of Tax) on Derivative (Effective Portion) Year Ended December 31,		
	2013	2012	2011
Foreign currency forward contracts	$ (83,784)	$ (25,536)	$ (55,453)
Interest rate swaps	136,616	(8,168)	15,836
Total	$ 52,832	$ (33,704)	$ (39,617)

(In thousands)	Location of Loss Reclassified from AOCE into Earnings (Effective Portion)	Amount of Loss Reclassified from AOCE into Earnings (Effective Portion) Year Ended December 31,		
		2013	2012	2011
Foreign currency forward contracts	Net revenues	$ (60,493)	$ (44,217)	$ (5,492)
Interest rate swaps	Interest expense	(1,465)	(2,386)	(15,719)
Interest rate swaps	Other (expense) income, net	(818)	—	—
Total		$ (62,776)	$ (46,603)	$ (21,211)

(In thousands)	Location of Gain Excluded from the Assessment of Hedge Effectiveness	Amount of Gain Excluded from the Assessment of Hedge Effectiveness Year Ended December 31,		
		2013	2012	2011
Foreign currency forward contracts	Other (expense) income, net	$ 61,636	$ 58,024	$ 13,432
Total		$ 61,636	$ 58,024	$ 13,432

At December 31, 2013, the Company expects that approximately $54 million of pre-tax net losses on cash flow hedges will be reclassified from AOCE into earnings during the next 12 months.

The Effect of Derivative Instruments on the Consolidated Statements of Operations
Derivatives in Net Investment Hedging Relationships

(In thousands)	Amount of Loss Recognized in AOCE (Net of Tax) on Derivative (Effective Portion) Year Ended December 31, 2013	2012	2011
Foreign currency borrowings	$ —	$ —	$ (11,596)
Total	$ —	$ —	$ (11,596)

During the years ended December 31, 2013, 2012 and 2011, there was no gain or loss recognized into earnings on derivatives with net investment hedging relationships.

The Effect of Derivative Instruments on the Consolidated Statements of Operations
Derivatives Not Designated as Hedging Instruments

(In thousands)	Location of Gain or (Loss) Recognized in Earnings on Derivatives	Amount of Gain or (Loss) Recognized in Earnings on Derivatives Year Ended December 31, 2013	2012	2011
Foreign currency forward contracts	Other (expense) income, net	$ 2,173	$ (8,429)	$ 20,740
Cash conversion feature of Cash Convertible Notes	Other (expense) income, net	(667,000)	$ (176,300)	$ 12,400
Purchased cash convertible note hedge	Other (expense) income, net	667,000	$ 176,300	$ (12,400)
Total		$ 2,173	$ (8,429)	$ 20,740

Fair Value Measurement

Fair value is based on the price that would be received from the sale of an identical asset or paid to transfer an identical liability in an orderly transaction between market participants at the measurement date. In order to increase consistency and comparability in fair value measurements, a fair value hierarchy has been established that prioritizes observable and unobservable inputs used to measure fair value into three broad levels, which are described below:

Level 1: Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2: Observable market-based inputs other than quoted prices in active markets for identical assets or liabilities.

Level 3: Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

In determining fair value, the Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible, as well as considers counterparty credit risk in its assessment of fair value.

Financial assets and liabilities carried at fair value are classified in the tables below in one of the three categories described above:

	December 31, 2013			
(In thousands)	Level 1	Level 2	Level 3	Total
Recurring fair value measurements				
Financial Assets				
Cash equivalents:				
Money market funds	$ —	$ —	$ —	$ —
Total cash equivalents	—	—	—	—
Trading securities:				
Equity securities — exchange traded funds	16,622	—	—	16,622
Total trading securities	16,622	—	—	16,622
Available-for-sale fixed income investments:				
U.S. Treasuries	—	12,827	—	12,827
Corporate bonds	—	10,689	—	10,689
Agency mortgage-backed securities	—	701	—	701
Other	—	2,585	—	2,585
Total available-for-sale fixed income investments	—	26,802	—	26,802
Available-for-sale equity securities:				
Biosciences industry	204	—	—	204
Total available-for-sale equity securities	204	—	—	204
Foreign exchange derivative assets	—	6,405	—	6,405
Interest rate swap derivative assets	—	183,405	—	183,405
Purchased cash convertible note hedge	—	1,303,000	—	1,303,000
Total assets at recurring fair value measurement	$ 16,826	$ 1,519,612	$ —	$ 1,536,438
Financial Liabilities				
Foreign exchange derivative liabilities	$ —	$ 58,485	$ —	$ 58,485
Interest rate swap derivative liabilities	—	15,826	—	15,826
Cash conversion feature of Cash Convertible Notes	—	1,303,000	—	1,303,000
Contingent consideration	—	—	664,648	664,648
Total liabilities at recurring fair value measurement	$ —	$ 1,377,311	$ 664,648	$ 2,041,959

(In thousands)	December 31, 2012			
	Level 1	Level 2	Level 3	Total
Recurring fair value measurements				
Financial Assets				
Cash equivalents:				
Money market funds	$ 135,209	$ —	$ —	$ 135,209
Total cash equivalents	135,209	—	—	135,209
Trading securities:				
Equity securities — exchange traded funds	10,913	—	—	10,913
Total trading securities	10,913	—	—	10,913
Available-for-sale fixed income investments:				
U.S. Treasuries	—	11,085	—	11,085
Corporate bonds	—	8,189	—	8,189
Agency mortgage-backed securities	—	1,050	—	1,050
Other	—	2,502	—	2,502
Total available-for-sale fixed income investments	—	22,826	—	22,826
Available-for-sale equity securities:				
Biosciences industry	102	—	—	102
Total available-for-sale equity securities	102	—	—	102
Foreign exchange derivative assets	—	5,818	—	5,818
Interest rate swap derivative assets	—	36,647	—	36,647
Purchased cash convertible note hedge	—	636,300	—	636,300
Total assets at recurring fair value measurement	$ 146,224	$ 701,591	$ —	$ 847,815
Financial Liabilities				
Foreign exchange derivative liabilities	$ —	$ 19,228	$ —	$ 19,228
Interest rate swap derivative liabilities	—	9,823	—	9,823
Cash conversion feature of Cash Convertible Notes	—	636,300	—	636,300
Contingent consideration	—	—	379,197	379,197
Total liabilities at recurring fair value measurement	$ —	$ 665,351	$ 379,197	$ 1,044,548

For financial assets and liabilities that utilize Level 2 inputs, the Company utilizes both direct and indirect observable price quotes, including the LIBOR yield curve, foreign exchange forward prices, and bank price quotes. For the years ended December 31, 2013 and 2012, there were no transfers between Level 1 and 2 of the fair value hierarchy. Below is a summary of valuation techniques for Level 1 and Level 2 financial assets and liabilities:

- *Cash equivalents* — valued at observable net asset value prices.
- *Trading securities* — valued at the active quoted market price from broker or dealer quotations or transparent pricing sources at the reporting date.
- *Available-for-sale fixed income investments* — valued at the quoted market price from broker or dealer quotations or transparent pricing sources at the reporting date.
- *Available-for-sale equity securities* — valued using quoted stock prices from the London Exchange at the reporting date and translated to U.S. Dollars at prevailing spot exchange rates.
- *Interest rate swap derivative assets and liabilities* — valued using the LIBOR/EURIBOR yield curves at the reporting date. Counterparties to these contracts are highly rated financial institutions.

- *Foreign exchange derivative assets and liabilities* — valued using quoted forward foreign exchange prices at the reporting date. Counterparties to these contracts are highly rated financial institutions.

- *Cash conversion feature of cash convertible notes and purchased convertible note hedge* — valued using quoted prices for the Company's cash convertible notes, its implied volatility and the quoted yield on the Company's other long-term debt at the reporting date. Counterparties to the purchased convertible note hedge are highly rated financial institutions.

The fair value measurement of contingent consideration is determined using Level 3 inputs. The Company's contingent consideration represents a component of the total purchase consideration for the respiratory delivery platform, the Agila acquisition and certain other acquisitions. The measurement is calculated using unobservable inputs based on the Company's own assumptions. For the respiratory platform and certain other acquisitions, significant unobservable inputs in the valuation include the probability and timing of future development and commercial milestones and future profit sharing payments. A discounted cash flow method was used to value contingent consideration at December 31, 2013 and 2012, which was calculated as the present value of the estimated future net cash flows using a market rate of return. Discount rates ranging from 0.8% to 11.3% were utilized in the valuation. For the Agila acquisition, significant unobservable inputs in the valuation include the probability of future payments to the seller of amounts withheld at the closing date. Significant changes in unobservable inputs could result in material changes to the contingent consideration liability. During the years ended December 31, 2013 and 2012, accretion of $32.3 million and $30.7 million, respectively, was recorded in interest expense. A fair value adjustment to increase the liability of approximately $3.1 million during the year ended December 31, 2013, was recorded as a component of selling, general and administrative expense.

Although the Company has not elected the fair value option for financial assets and liabilities, any future transacted financial asset or liability will be evaluated for the fair value election.

Available-for-Sale Securities

The amortized cost and estimated fair value of available-for-sale securities, included in prepaid expenses and other current assets, were as follows:

(In thousands)	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
December 31, 2013				
Debt securities	$ 26,533	$ 286	$ (17)	$ 26,802
Equity securities	—	204	—	204
	$ 26,533	$ 490	$ (17)	$ 27,006
December 31, 2012				
Debt securities	$ 21,276	$ 1,550	$ —	$ 22,826
Equity securities	—	102	—	102
	$ 21,276	$ 1,652	$ —	$ 22,928

Maturities of available-for-sale debt securities at fair value as of December 31, 2013, were as follows:

(In thousands)	
Mature within one year	$ 605
Mature in one to five years	10,254
Mature in five years and later	15,943
	$ 26,802

7. Debt

Receivables Facility

In February 2012, MPI entered into a $300 million accounts receivable securitization facility, which was expanded to $400 million in July 2012, pursuant to (i) a Purchase and Contribution Agreement, between MPI and Mylan Securitization LLC ("Mylan Securitization"), and (ii) a Receivables Purchase Agreement, among Mylan Securitization, as seller, MPI, as originator and servicer, certain conduit purchasers, committed purchasers and letter of credit issuers from time to time party thereto (collectively, the "Purchasers"), certain purchaser agents from time to time party thereto and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as agent (the "Agent"). The Company agreed to enter into a performance guarantee with respect to the obligations of MPI under these agreements.

Under the Purchase and Contribution Agreement, MPI will sell, on an ongoing basis, certain accounts receivable, related assets and the right to the collections on those accounts receivable to Mylan Securitization. Once sold to Mylan Securitization, the accounts receivable, related assets and rights to collection described above will be separate and distinct from MPI's own assets and will not be available to MPI's creditors should MPI become insolvent. The servicing, administration and collection of the accounts receivable will be conducted by MPI, as servicer. Under the terms of the Receivables Purchase Agreement, Mylan Securitization may, from time to time, obtain up to $400 million (in the form of cash or letters of credit for the benefit of MPI) from the Purchasers through the sale of its interest in such receivables, related assets and collections. The size of the accounts receivable securitization facility may be increased from time to time, upon request by Mylan Securitization and with the consent of the purchaser agents and the Agent, up to a maximum of $500 million. Purchases under the Receivables Purchase Agreement will be repaid as accounts receivable are collected, with new purchases being advanced as new accounts receivable are originated by MPI and sold to Mylan Securitization, with settlement occurring monthly. Mylan Securitization has the option to reduce the commitments under the Receivables Purchase Agreement. Mylan Securitization's assets have been pledged to the Agent in support of its obligations under the Receivables Purchase Agreement. Any amounts outstanding under the facility will be recorded as a secured loan and the receivables underlying any borrowings will continue to be included in accounts receivable, net, in the Consolidated Balance Sheets of the Company. The accounts receivable securitization facility has a term of three years.

The Receivables Purchase Agreement contains various customary affirmative and negative covenants and also contains customary default and termination provisions, which provide for acceleration of amounts owed under the Receivables Purchase Agreement upon the occurrence of certain specified events, including, but not limited to, failure by Mylan Securitization to pay interest and other amounts due, defaults on certain indebtedness, certain judgments, change in control, certain events negatively affecting the overall credit quality of transferred accounts receivable, bankruptcy and insolvency events.

As of December 31, 2013, the Consolidated Balance Sheets include $723.1 million of accounts receivable balances sold to Mylan Securitization, as well as $374 million of short-term borrowings. The interest rate on borrowings under this facility was approximately 0.93% at December 31, 2013.

Mylan Securitization holds trade accounts receivable whose cash flows are the primary source of repayment for its liabilities. Investors only have recourse to the assets held by Mylan Securitization. The Company is involved in these arrangements to the extent that it originates the accounts receivable and provides servicing activities.

Long-Term Debt

A summary of long-term debt is as follows:

(In thousands)	Coupon	December 31, 2013	December 31, 2012
U.S. Term Loans		$ —	$ 1,156,250
Revolving Facility		60,000	—
2015 Cash Convertible Notes	3.750%	1,828,301	1,136,768
2016 Senior Notes [a]	1.800%	499,241	—
2016 Senior Notes [b]	1.350%	499,713	—
2017 Senior Notes [c]	7.625%	—	550,000
2018 Senior Notes [d]	2.600%	648,774	—
2018 Senior Notes [c]	6.000%	811,313	826,974
2019 Senior Notes [a]	2.550%	498,789	—
2020 Senior Notes [c]	7.875%	1,012,003	1,013,372
2023 Senior Notes [a]	3.125%	733,207	748,452
2023 Senior Notes [e]	4.200%	498,074	—
2043 Senior Notes [e]	5.400%	496,914	—
Other		132	132
		7,586,461	5,431,948
Less current portion		2	94,752
Total long-term debt		$ 7,586,459	$ 5,337,196

[a] Instrument is callable by the Company at any time at the greater of 100% of the principal amount or the sum of the present values of the remaining scheduled payments of principal and interest discounted at the U.S. Treasury rate plus 0.20% plus, in each case, accrued and unpaid interest.

[b] Instrument is callable by the Company at any time at the greater of 100% of the principal amount or the sum of the present values of the remaining scheduled payments of principal and interest discounted at the U.S. Treasury rate plus 0.125% plus, in each case, accrued and unpaid interest.

[c] Instrument is callable by the Company at any time at the greater of 100% of the principal amount or the sum of the present values of the remaining scheduled payments of principal and interest discounted at the U.S. Treasury rate plus 0.50% plus, in each case, accrued and unpaid interest.

[d] Instrument is callable by the Company at any time at the greater of 100% of the principal amount or the sum of the present values of the remaining scheduled payments of principal and interest discounted at the U.S. Treasury rate plus 0.30% plus, in each case, accrued and unpaid interest.

[e] Instrument is callable by the Company at any time at the greater of 100% of the principal amount or the sum of the present values of the remaining scheduled payments of principal and interest discounted at the U.S. Treasury rate plus 0.25% plus, in each case, accrued and unpaid interest.

Senior Credit Facilities

In June 2013, the Company entered into a Senior Credit Agreement with a syndication of banks, which contains a $1.50 billion revolving facility (the “Revolving Facility”), under which the Company may obtain extensions of credit, subject to the satisfaction of specified conditions, in U.S. Dollars or alternative currencies, including Euro, Sterling, Yen, and such other currencies that are acceptable to each lender under the Revolving Facility and the Administrative Agent. The Revolving Facility includes a $150 million subfacility for the issuance of letters of credit and a $125 million subfacility for swingline borrowings. At December 31, 2013, the Company had $60 million outstanding under the Revolving Facility. The interest rate on the Revolving Facility at December 31, 2013 was 1.43%. Amounts drawn on the Revolving Facility become due and payable on June 27, 2018.

The Senior Credit Agreement contains customary affirmative covenants for facilities of this type, including among others, covenants pertaining to the delivery of financial statements, notices of default and certain material events, maintenance of business and insurance and compliance with laws, as well as customary negative covenants for facilities of this type,

including limitations on the incurrence of indebtedness and liens, mergers and certain other fundamental changes, investments and loans, transactions with affiliates, payments of dividends and other restricted payments and changes in our lines of business. The Senior Credit Agreement contains a maximum consolidated leverage ratio financial covenant. We have been compliant with the financial covenant during 2013, and we expect to remain in compliance for the next twelve months.

In November 2011, the Company entered into a Senior Credit Agreement with a syndication of banks, which provided $1.25 billion in U.S. Term Loans and contained a $1.25 billion revolving facility.

In June 2013, in connection with its entry into the June 2013 Senior Credit Agreement, the Company terminated the credit agreement entered into in November 2011 (the "Prior Credit Agreement"). An amortization payment due in the first quarter of 2013 on the U.S. Term Loans was paid in March 2013, in the amount of $23.4 million. The remaining balance on the U.S. Term Loans of $1.13 billion was paid in June 2013, utilizing the proceeds from the June 2013 senior note offerings as described below. In addition, during the second quarter of 2013, the Company incurred a pre-tax charge of approximately $8.7 million related to the Senior Credit Agreement refinancing transaction related to the write-off of deferred financing fees, which was included in other (expense) income, net, in the Condensed Consolidated Statements of Operations.

Details of the interest rates in effect at December 31, 2012 on the outstanding borrowings under the term loans are in the table below:

	December 31, 2012		
(In thousands)	**Outstanding**	**Basis**	**Rate**
U.S. Term Loans:			
Swapped to Fixed Rate - January 2014 [(1)]	$ 500,000	Fixed	2.35%
Swapped to Fixed Rate - March 2014 [(1)]	$ 350,000	Fixed	2.20%
Floating Rate	$ 306,250	LIBOR + 1.75%	1.96%
Total U.S. Term Loans	$ 1,156,250		

(1) Effective January 2012, $500 million of the U.S. Term Loans had been swapped to a fixed rate of 0.60% plus the specified spread under the Senior Credit Agreement through January 2014. Effective March 2012, an additional $350 million of the U.S. Term Loans had been swapped to a fixed rate of 0.45% plus the specified spread under the Senior Credit Agreement through March 2014. As of December 31, 2012, the specified spread under the Senior Credit Agreement was 175 basis points. These swaps were designated as cash flow hedges of the variability in interest expense related to our variable rate debt.

Senior Notes

Senior Notes issued November 2013

In November 2013, the Company issued $500 million aggregate principal amount of 1.350% Senior Notes due November 2016, $500 million aggregate principal amount of 2.550% Senior Notes due March 2019, $500 million aggregate principal amount of 4.200% Senior Notes due November 2023 and $500 million aggregate principal amount of 5.400% Senior Notes due November 2043 (collectively the "November 2013 Senior Notes") in a registered offering pursuant to an effective Registration Statement on Form S-3 filed with the Securities and Exchange Commission ("SEC"). The November 2013 Senior Notes were issued pursuant to an indenture dated as of November 29, 2013 (the "Base Indenture") and the first supplemental indenture dated as of November 29, 2013, both of which were entered into by and between the Company and The Bank of New York Mellon as trustee. Interest payments on the November 2013 Senior Notes are due semi-annually in arrears on May 29th and November 29th of each year beginning May 29, 2014 except in the case of the 2.550% Senior Notes due 2019 where interest payments are due semi-annually in arrears on March 28th and September 28th of each year beginning March 28, 2014.

The Company may redeem the 4.200% Senior Notes due in 2023 and the 5.400% Senior Notes due 2043 at any time on or after three months prior to their maturity in the case of the 4.200% Senior Notes due in 2023 and six months prior to their maturity in the case of the 5.400% Senior Notes due in 2043, at a redemption price equal to 100% of the principal amount of the 4.200% November 2023 Senior Notes or 5.400% November 2043 Senior Notes, as the case may be, to be redeemed, plus in each case accrued and unpaid interest up to, but excluding the redemption date.

The net proceeds from the offering were used to fund the acquisition of Agila and for general corporate purposes, including, but not limited to, the repayment of short-term borrowings and funding of the October 2013 share repurchase program. The outstanding balance under the November 2013 Senior Notes at December 31, 2013 was $1.99 billion, which includes a discount of $6.5 million.

Senior Notes issued June 2013

In June 2013, the Company issued $500 million aggregate principal amount of 1.800% Senior Notes due 2016 and $650 million aggregate principal amount of 2.600% Senior Notes due June 2018 (collectively the "June 2013 Senior Notes"). These notes are the Company's senior unsecured obligations and were issued to qualified institutional buyers in accordance with Rule 144A and to persons outside of the U.S. pursuant to Regulation S under the Securities Act in a private offering exempt from the registration requirements of the Securities Act. The June 2013 Senior Notes were issued pursuant to an indenture dated as of June 25, 2013 entered into by and between the Company and The Bank of New York Mellon as trustee. Interest payments on the June 2013 Senior Notes are due semi-annually in arrears on June 24th and December 24th of each year beginning December 24, 2013.

In June 2013 and in connection with the offering of the June 2013 Senior Notes, the Company entered into a registration rights agreement with the initial purchasers of the Notes. Pursuant to the registration rights agreement, the Company was obligated to use commercially reasonable efforts (1) to file a registration statement with respect to an offer to exchange the June 2013 Senior Notes (the "exchange offer") for new notes with the same aggregate principal amount and terms substantially identical in all material respects and (2) to cause the exchange offer registration statement to be declared effective by the SEC under the Securities Act. The Company filed a registration statement with the SEC, which was declared effective on January 31, 2014. The exchange offer will expire on March 3, 2014, unless extended or terminated by the Company. Net proceeds from the June 2013 Senior Notes were used to repay all of its outstanding $1.13 billion in U.S. Term Loans under the Prior Credit Agreement and for general corporate purposes.

The Company has entered into interest rate swaps that convert $500 million of 1.800% Senior Notes due 2016 principal debt to a variable rate, which was 1.41% at December 31, 2013. At December 31, 2013, the $499.2 million of 1.800% Senior Notes due 2016 debt is net of a $0.3 million discount and a fair value adjustment of $0.4 million associated with interest rate swaps.

July 2017 Senior Notes Redemption

On July 18, 2013, the Company redeemed all of its outstanding 7.625% Senior Notes due 2017 pursuant to their terms for a total of $608.8 million, including a $58.8 million redemption premium. The Company recorded a pre-tax charge of approximately $63.9 million during the current quarter related to the redemption of the 7.625% Senior Notes due 2017, comprised of the redemption premium and the write-off of deferred financing fees, which was included in other (expense) income, net, in the Condensed Consolidated Statements of Operations. The redemption of the7.625% Senior Notes due 2017 was funded through borrowings under the Revolving Facility.

Cash Convertible Notes

In 2008, Mylan issued $575 million aggregate principal amount of Cash Convertible Notes due 2015. The Cash Convertible Notes bear stated interest at a rate of 3.75% per year and an effective interest rate of 9.5%. The effective interest rate is based on the rate for a similar instrument that does not have a conversion feature. The Cash Convertible Notes are not convertible into our common stock or any other securities under any circumstance.

On September 15, 2008, concurrent with the sale of the Cash Convertible Notes, Mylan entered into a convertible note hedge and warrant transaction with certain counterparties. Pursuant to the warrant transactions, the Company sold to the counterparties warrants to purchase in the aggregate up to approximately 43.2 million shares of Mylan common stock, subject to anti-dilution adjustments substantially similar to the anti-dilution adjustments for the Cash Convertible Notes, which under most circumstances represents the maximum number of shares that underlie the conversion reference rate for the Cash Convertible Notes. The sold warrants had an exercise price of $20.00 and will be net share settled, meaning that Mylan will issue a number of shares per warrant corresponding to the difference between its share price at each warrant expiration date and the exercise price. The warrants meet the definition of derivatives under the guidance in ASC 815; however, because these instruments have been determined to be indexed to the Company's own stock and meet the criteria for equity classification under ASC 815-40, the warrants have been recorded in shareholders' equity in the Consolidated Balance Sheets.

In the third quarter of 2011, the Company entered into amendments with the counterparties to exchange the original warrants with an exercise price of $20.00 (the “Old Warrants”) with new warrants with an exercise price of $30.00 (the “New Warrants”). Approximately 41.0 million of the Old Warrants were exchanged in the transaction. All other terms and settlement provisions of the Old Warrants remain unchanged in the New Warrants. As part of the amendments, the Company paid the holders of the Old Warrants approximately $3.66 per warrant or $150 million in total.

Below is the summary of the components of the Cash Convertible Notes:

(In thousands)	December 31, 2013	December 31, 2012	Balance Sheet Classification
Outstanding principal	$ 573,963	$ 575,000	Long-term debt
Equity component carrying amount	1,303,300	636,300	Long-term debt
Unamortized discount	(48,962)	(74,532)	Long-term debt
Net debt carrying amount	$ 1,828,301	$ 1,136,768	
Purchased call options	$ 1,303,300	$ 636,300	Other assets

Holders may convert their notes subject to certain conversion provisions including (i) during any quarter if the closing price of our common stock exceeds 130% of the respective conversion price per share. During a defined period at the end of the previous quarter; (ii) during a defined period following five consecutive trading days in which the trading price per $1,000 principal amount was less than 98% of the product of the closing price of our common stock on such day and the applicable conversion reference rate; (iii) if the Company makes specified distributions to holders of our common stock including sales of rights or common stock on a preferential basis, certain distribution of assets or other securities or rights to all holders of our common stock or certain transactions resulting in substantially all shares of our common stock being converted into cash, securities or other property; or (iv) upon a change of control or if our securities cease to be traded on a major U.S. stock exchange.

As of December 31, 2013, because the closing price of our common stock for at least 20 trading days in the period of 30 consecutive trading days ending on the last trading day in the December 31, 2013 period, was more than 130% of the applicable conversion reference price of $13.32, the $574.0 million of Cash Convertible Notes was currently convertible. Although the Company’s experience is that convertible debentures are not normally converted by investors until close to their maturity date, it is possible that some debentures could be converted prior to their maturity date if, for example, a holder perceives the market for the debentures to be weaker than the market for the common stock. Upon an investor’s election to convert, the Company is required to pay the full conversion value in cash. Should holders elect to convert, the Company intends to draw on its Revolving Facility to fund any principal payments. The amount payable per $1,000 notional bond would be calculated as the product of (1) the conversion reference rate (currently 75.0751) and (2) the average Daily Volume Weighted Average Price per share of common stock for a specified period following the conversion date. Any payment above the principal amount is matched by a convertible note hedge.

Fair Value

At December 31, 2013, the fair value of the Senior Notes was approximately $5.85 billion, and at December 31, 2012, the fair value of the Senior Notes and Senior Convertible Notes was approximately $3.43 billion. At December 31, 2013 and December 31, 2012, the fair value of the Cash Convertible Notes was approximately $1.88 billion and $1.22 billion, respectively. The fair values of the Senior Notes and Cash Convertible Notes were valued at quoted market prices from broker or dealer quotations and were classified as Level 2 in the fair value hierarchy. Based on quoted market rates of interest and maturity schedules for similar debt issues, the fair values of the U.S. Term Loans and Revolving Facility, determined based on Level 2 inputs, approximate their carrying values at December 31, 2013 and December 31, 2012.

Mandatory minimum repayments remaining on the outstanding long-term debt at December 31, 2013, excluding the discounts, premium and conversion features, are as follows for each of the periods ending December 31:

(In thousands)	Total
2014	$ 2
2015	574,093
2016	1,000,000
2017	—
2018	1,510,000
Thereafter	3,250,000
Total	$ 6,334,095

8. Comprehensive Earnings

Accumulated other comprehensive loss, as reflected on the Consolidated Balance Sheets, is comprised of the following:

(In thousands)	December 31, 2013	December 31, 2012
Accumulated other comprehensive loss:		
Net unrealized gains on marketable securities, net of tax	$ 300	$ 1,033
Net unrecognized losses and prior service cost related to defined benefit plans, net of tax	(8,699)	(13,890)
Net unrecognized gains (losses) on derivatives, net of tax	84,788	(30,820)
Foreign currency translation adjustment	(316,520)	(42,821)
	$ (240,131)	$ (86,498)

Components of other comprehensive earnings (loss), before tax, consist of the following:

(In thousands)	Year Ended December 31, 2013						
	Gains and Losses on Derivatives in Cash Flow Hedging Relationships			Gains and Losses on Marketable Securities	Defined Benefit Plan Items	Foreign Currency Translation Adjustment	Totals
	Foreign currency forward contracts	Interest rate swaps	Total				
Balance at December 31, 2012, net of tax			$ (30,820)	$ 1,033	$ (13,890)	$ (42,821)	$ (86,498)
Other comprehensive earnings (loss) before reclassifications, before tax			117,655	(1,244)	9,697	(273,699)	(147,591)
Amounts reclassified from accumulated other comprehensive loss, before tax:							
Gain (loss) on foreign exchange forward contracts classified as cash flow hedges, included in net revenues	(60,493)		(60,493)				(60,493)
Gain (loss) on interest rate swaps classified as cash flow hedges, included in interest expense		(1,465)	(1,465)				(1,465)
Gain (loss) on interest rate swaps classified as cash flow hedges, included in other (expense) income, net		(818)	(818)				(818)
Realized gain (loss) on sale of marketable securities, included in other (expense) income, net				(116)			(116)
Amortization of prior service costs included in selling, general and administrative expenses					338		338
Amortization of actuarial gain (loss) included in selling, general and administrative expenses					1,161		1,161
Amounts reclassified from accumulated other comprehensive loss, before tax			(62,776)	(116)	1,499	—	(61,393)
Net other comprehensive earnings (loss), before tax			180,431	(1,128)	8,198	(273,699)	(86,198)
Income tax related to items of other comprehensive earnings (loss)			(64,823)	395	(3,007)	—	(67,435)
Balance at December 31, 2013, net of tax			$ 84,788	$ 300	$ (8,699)	$ (316,520)	$ (240,131)

(In thousands)	Year Ended December 31, 2012	2011
Defined benefit plans:		
Unrecognized gain (loss) and prior service cost arising during the period	$ (13,293)	$ (2,998)
Less: Actuarial loss included in net earnings	(2,009)	(877)
Less: Amortization of actuarial gain included in net earnings	(354)	(106)
Net change in unrecognized losses and prior service cost related to defined benefit plans	$ (10,930)	$ (2,015)
Derivatives in cash flow hedging relationships:		
Amount of loss recognized in AOCE on derivatives (effective portion)	$ (28,116)	$ (70,273)
Less: Reclassification of loss from AOCE into earnings (effective portion)	(46,603)	(21,211)
Net unrecognized loss on derivatives	$ 18,487	$ (49,062)
Net unrealized gain on marketable securities:		
Unrealized gain on marketable securities	$ (1)	$ 228
Less: Reclassification for gain included in net earnings	71	178
Net unrealized gain on marketable securities	$ (72)	$ 50

9. Income Taxes

Income tax provision consisted of the following components:

(In thousands)	Year Ended December 31, 2013	2012	2011
Federal:			
Current	$ 89,449	$ 167,172	$ 96,725
Deferred	(41,090)	(30,111)	28,138
	48,359	137,061	124,863
State and Puerto Rico:			
Current	18,025	27,805	8,111
Deferred	(1,935)	(8,151)	1,819
	16,090	19,654	9,930
Foreign:			
Current	100,467	75,431	68,605
Deferred	(44,108)	(71,001)	(87,565)
	56,359	4,430	(18,960)
Income tax provision	$ 120,808	$ 161,145	$ 115,833
Earnings before income taxes and noncontrolling interest:			
Domestic	$ 513,805	$ 690,545	$ 537,009
Foreign	233,535	113,534	117,627
Total earnings before income taxes and noncontrolling interest	$ 747,340	$ 804,079	$ 654,636

For all periods presented, the allocation of earnings before income taxes and noncontrolling interest between domestic and foreign operations includes intercompany interest allocations between certain domestic and foreign subsidiaries. These amounts are eliminated on a consolidated basis.

In 2011, the benefit from the reduction of the deferred tax liability related to intangible assets was greater than the amount of foreign current taxes payable that related to the foreign pre-tax income for the year.

Temporary differences and carryforwards that result in deferred tax assets and liabilities were as follows:

(In thousands)	December 31, 2013	December 31, 2012
Deferred tax assets:		
Employee benefits	$ 145,070	$ 119,434
Legal matters	31,409	30,683
Accounts receivable allowances	136,760	120,718
Inventories	21,169	31,791
Financial instruments	—	16,108
Other reserves	17,684	15,882
Tax credits	8,220	14,676
Net operating losses carryforwards	303,918	293,251
Intangible assets	44,819	62,584
Capital loss carryforward	16,003	18,645
Convertible debt	51,513	40,549
Other	32,005	66,093
	808,570	830,414
Less: Valuation allowance	(266,668)	(249,382)
Total deferred tax assets	541,902	581,032
Deferred tax liabilities:		
Plant and equipment	126,513	103,222
Intangibles	442,700	371,880
Clean energy investments	25,939	15,754
Financial instruments	64,424	—
Other	24,953	48,715
Total deferred tax liabilities	684,529	539,571
Deferred tax (liabilities) assets, net	$ (142,627)	$ 41,461

For those foreign subsidiaries whose investments are permanent in duration, U.S. income and foreign withholding taxes have not been provided on the amount by which the investment in those subsidiaries as recorded for financial reporting exceeds the tax basis. This amount becomes taxable upon a repatriation of assets from the subsidiary or a sale or liquidation of the subsidiary. The amount of such temporary differences totaled approximately $310 million at December 31, 2013. Determination of the amount of any unrecognized deferred income tax liability on this temporary difference is not practicable. No deferred taxes have been recorded on the instances whereby the Company’s investment in foreign subsidiaries is currently greater for U.S. tax purposes than for GAAP purposes, as management has no current plans that would cause that temporary difference to reverse in the foreseeable future.

A reconciliation of the statutory tax rate to the effective tax rate is as follows:

	Year Ended December 31,		
	2013	2012	2011
Statutory tax rate	35.0 %	35.0 %	35.0 %
State income taxes and credits	1.0 %	1.1 %	1.1 %
Foreign rate differential	(13.0)%	(7.5)%	(13.1)%
Other foreign items	1.2 %	(2.0)%	2.6 %
Uncertain tax positions	(0.6)%	(3.4)%	(4.5)%
Foreign tax credits, net	(2.6)%	(3.2)%	(5.7)%
Valuation allowance	4.7 %	2.9 %	(0.2)%
Clean energy and research credits [1]	(5.7)%	(2.5)%	(0.4)%
Other	(3.8)%	(0.4)%	2.9 %
Effective tax rate	16.2 %	20.0 %	17.7 %

[1] Includes the U.S. Internal Revenue Code ("IRC") Section 45 income tax credits earned from the Company's investments in clean energy partnerships.

Valuation Allowance

A valuation allowance is provided when it is more likely than not that some portion or all of the deferred tax assets will not be realized. At December 31, 2013, a valuation allowance has been applied to certain foreign and state deferred tax assets in the amount of $266.7 million. The valuation allowance increased by $17.3 million during 2013.

Net Operating Losses

As of December 31, 2013, the Company has net operating loss carryforwards for international and U.S. state income tax purposes of approximately $2.6 billion, some of which will expire in fiscal years 2014 through 2030, while others can be carried forward indefinitely. Of these loss carryforwards, $1.9 billion are state losses. Most of the state net operating losses are attributable to Pennsylvania, where a taxpayer's use is limited to the greater of 20% of taxable income or $3.0 million each taxable year. In addition, the Company has foreign net operating loss carryforwards of approximately $700 million, of which $400 million can be carried forward indefinitely, with the remainder expiring in years 2014 through 2033. Most of the net operating losses (foreign and state) have a full valuation allowance.

The Company has a $47.0 million foreign capital loss carryforward expiring in 2017. A full valuation allowance is recorded against this loss.

Tax Examinations

Mylan is subject to ongoing IRS examinations and is a voluntary participant in the IRS Compliance Assurance Process. The years 2010 through 2013 are the open years under examination. The years 2008 and 2009 have one issue open in the IRS Appeals process. Tax and interest continue to be accrued related to certain tax positions.

The Company's major state taxing jurisdictions remain open from fiscal year 2007 through 2013, with several state audits currently in progress. The Company's major international taxing jurisdictions remain open from 2006 through 2013, some of which are indemnified by Merck KGaA and Strides Arcolab for tax assessments.

Accounting for Uncertainty in Income Taxes

The impact of an uncertain tax position that is more likely than not of being sustained upon audit by the relevant taxing authority must be recognized at the largest amount that is more likely than not to be sustained. No portion of an uncertain tax position will be recognized if the position has less than a 50% likelihood of being sustained.

As of December 31, 2013 and 2012, the Company's Consolidated Balance Sheets reflect liabilities for unrecognized tax benefits of $172.7 million and $132.3 million, of which $120.4 million and $126.9 million, respectively, would affect the

Company's effective tax rate if recognized. Accrued interest and penalties included in the Consolidated Balance Sheets were $64.4 million and $14.8 million as of December 31, 2013 and December 31, 2012. For the years ended December 31, 2013, 2012 and 2011, Mylan recognized $0.5 million, $(9.1) million and $(0.7) million, respectively, for interest expense (income)related to uncertain tax positions. Interest expense and penalties related to income taxes are included in the tax provision.

A reconciliation of the unrecognized tax benefits is as follows:

	Year Ended December 31,		
(In thousands)	**2013**	**2012**	**2011**
Unrecognized tax benefit — beginning of year	$ 132,336	$ 162,885	$ 203,350
Additions for current year tax positions	4,090	5,684	964
Additions for prior year tax positions	5,280	—	5,048
Reductions for prior year tax positions	—	(5,849)	(7,878)
Settlements	(368)	(764)	(7,434)
Reductions due to expirations of statute of limitations	(11,770)	(29,620)	(22,293)
Foreign currency translation	—	—	(8,872)
Addition due to acquisition	43,155	—	—
Unrecognized tax benefit — end of year	$ 172,723	$ 132,336	$ 162,885

The Company believes that it is reasonably possible that the amount of unrecognized tax benefits will decrease in the next twelve months by approximately $15 million, involving federal and state tax audits and settlements, and expirations of certain state and foreign statutes of limitations. The Company does not anticipate significant increases to the reserve within the next 12 months.

10. Preferred and Common Stock

The Company entered into a Rights Agreement (the "Rights Agreement") with American Stock Transfer & Trust Company, as rights agent, to provide the Board with sufficient time to assess and evaluate any takeover bid and explore and develop a reasonable response. Effective November 1999, the Rights Agreement was amended to eliminate certain limitations on the Board's ability to redeem or amend the rights to permit an acquisition and also to eliminate special rights held by incumbent directors unaffiliated with an acquiring shareholder. The Rights Agreement will expire on August 13, 2014 unless it is extended or such rights are earlier redeemed or exchanged.

In fiscal year 1985, the Board authorized 5,000,000 shares of $0.50 par value preferred stock. Prior to November 19, 2007, no preferred stock had been issued. On November 19, 2007, the Company completed public offerings of 2,139,000 shares of 6.50% mandatorily convertible preferred stock ("preferred stock") at $1,000 per share, as well as an offering of 55,440,000 shares of common stock at $14.00 per share, pursuant to a shelf registration statement previously filed with the Securities and Exchange Commission. On November 15, 2010, the conversion of the 6.50% mandatorily convertible preferred stock were converted into 125,234,172 shares of Mylan's common stock was completed at the minimum conversion rate.

11. Stock-Based Incentive Plan

Mylan's shareholders have approved the *2003 Long-Term Incentive Plan* (as amended, the "2003 Plan"). Under the 2003 Plan, as amended, 55,300,000 shares of common stock are reserved for issuance to key employees, consultants, independent contractors and non-employee directors of Mylan through a variety of incentive awards, including: stock options, stock appreciation rights, restricted shares and units, performance awards, other stock-based awards and short-term cash awards. Stock option awards are granted at the fair value of the shares underlying the options at the date of the grant, generally become exercisable over periods ranging from three to four years, and generally expire in ten years.

Upon approval of the 2003 Plan, no further grants of stock options have been made under any other plan.

The following table summarizes stock option activity:

	Number of Shares Under Option	Weighted Average Exercise Price per Share
Outstanding at December 31, 2010	23,840,049	$ 15.99
Options granted	4,943,178	22.40
Options exercised	(4,514,170)	15.09
Options forfeited	(669,801)	19.05
Outstanding at December 31, 2011	23,599,256	$ 17.42
Options granted	3,130,843	23.37
Options exercised	(9,360,396)	15.40
Options forfeited	(753,086)	20.24
Outstanding at December 31, 2012	16,616,617	$ 19.54
Options granted	2,182,035	32.92
Options exercised	(4,367,871)	17.80
Options forfeited	(866,900)	23.12
Outstanding at December 31, 2013	13,563,881	$ 22.05
Vested and expected to vest at December 31, 2013	12,769,967	$ 21.80
Options exercisable at December 31, 2013	8,005,682	$ 18.82

As of December 31, 2013, options outstanding, options vested and expected to vest, and options exercisable had average remaining contractual terms of 6.52 years, 6.41 years and 5.22 years, respectively. Also at December 31, 2013, options outstanding, options vested and expected to vest and options exercisable had aggregate intrinsic values of $289.6 million, $275.8 million and $196.8 million, respectively.

A summary of the status of the Company's nonvested restricted stock and restricted stock unit awards, including performance based restricted stock, as of December 31, 2013 and the changes during the year ended December 31, 2013 are presented below:

	Number of Restricted Stock Awards	Weighted Average Grant-Date Fair Value Per Share
Nonvested at December 31, 2012	2,498,316	$ 22.47
Granted	1,862,236	30.98
Released	(819,797)	21.81
Forfeited	(218,919)	26.78
Nonvested at December 31, 2013	3,321,836	$ 27.13

Of the 1,862,236 awards granted during the year ended December 31, 2013, 1,150,871 vest ratably over three years, 628,951 vest in three years, subject to performance obligations, 47,420 vest after the first year, and 34,994 vest two-thirds after two years, with the remaining one-third vesting after the third year.

As of December 31, 2013, the Company had $63.9 million of total unrecognized compensation expense, net of estimated forfeitures, related to all of its stock-based awards, which will be recognized over the remaining weighted average vesting period of 1.62 years. The total intrinsic value of stock-based awards exercised and restricted stock units converted during the years ended December 31, 2013 and 2012 was $96.5 million and $111.7 million.

With respect to options granted under the Company's stock-based compensation plans, the fair value of each option grant was estimated at the date of grant using the Black-Scholes option pricing model. Black-Scholes utilizes assumptions related to volatility, the risk-free interest rate, the dividend yield and employee exercise behavior. Expected volatilities utilized in the model are based mainly on the implied volatility of the Company's stock price and other factors. The risk-free interest rate is derived from the U.S. Treasury yield curve in effect at the time of grant. The model incorporates exercise and post-

vesting forfeiture assumptions based on an analysis of historical data. The expected lives of the grants are derived from historical and other factors.

The assumptions used are as follows:

	Year Ended December 31,		
	2013	2012	2011
Volatility	23.9%	29.7%	33.0%
Risk-free interest rate	1.1%	1.0%	2.4%
Expected term of options (years)	6.1	5.9	6.0
Forfeiture rate	5.5%	5.5%	5.5%
Weighted average grant date fair value per option	$8.49	$7.00	$8.13

12. Employee Benefits

Defined Benefit Plans

The Company sponsors various defined benefit pension plans in several countries. Benefit formulas are based on varying criteria on a plan by plan basis. Mylan's policy is to fund domestic pension liabilities in accordance with the minimum and maximum limits imposed by the Employee Retirement Income Security Act of 1974 and Federal income tax laws. The Company funds non-domestic pension liabilities in accordance with laws and regulations applicable to those plans, which typically results in these plans being unfunded. The Company has a plan covering certain employees in the United States and Puerto Rico to provide for limited reimbursement of post-retirement supplemental medical coverage. In addition, in December 2001, the Supplemental Health Insurance Program for Certain Officers of the Company was adopted to provide full post-retirement medical coverage to certain officers and their spouses and dependents. These plans generally provide benefits to employees who meet minimum age and service requirements. The net amounts accrued related to these benefits were $60.4 million and $61.2 million at December 31, 2013 and 2012.

Defined Contribution Plans

The Company sponsors defined contribution plans covering certain of its employees in the United States and Puerto Rico, as well as certain employees in a number of countries outside the U.S. Its domestic defined contribution plans consist primarily of a 401(k) retirement plan with a profit sharing component for non-union represented employees and a 401(k) retirement plan for union-represented employees. Profit sharing contributions are made at the discretion of the Board. Its non-domestic plans vary in form depending on local legal requirements. The Company's contributions are based upon employee contributions, service hours, or pre-determined amounts depending upon the plan. Obligations for contributions to defined contribution plans are recognized as expense in the Consolidated Statements of Operations when they are earned.

In December 2009, the Company adopted a 401(k) Restoration Plan (the "Restoration Plan"). The Restoration Plan permits employees who earn compensation in excess of the limits imposed by Section 401(a)(17) of the Internal Revenue Code of 1986, as amended (the "Code"), to (i) defer a portion of base salary and bonus compensation, (ii) be credited with a Company matching contribution in respect of deferrals under the Restoration Plan, and (iii) be credited with Company non-elective contributions (to the extent so made by the Company), in each case, to the extent that participants otherwise would be able to defer or be credited with such amounts, as applicable, under the Company's Profit Sharing 401(k) Plan if not for the limits on contributions and deferrals imposed by the Code.

Also in December 2009, the Company adopted an Income Deferral Plan (the "Income Deferral Plan"), which permits certain management or highly compensated employees who are designated by the plan administrator to participate in the Income Deferral Plan to elect to defer up to 50% of base salary and up to 100% of bonus compensation, in each case, in addition to any amounts that may be deferred by such participants under the Profit Sharing 401(k) Plan and the Restoration Plan. In addition, under the Income Deferral Plan, eligible participants may be granted employee deferral awards, which awards will be subject to the terms and conditions (including vesting) as determined by the plan administrator at the time such awards are granted.

Total employer contributions to defined contribution plans were approximately $79.0 million, $68.4 million and $55.0 million for the years ended December 31, 2013, 2012 and 2011, respectively.

Other Benefit Arrangements

The Company provides supplemental life insurance benefits to certain management employees. Such benefits require annual funding and may require accelerated funding in the event that the Company would experience a change in control.

The Company participated in a multi-employer pension plan under previous collective bargaining agreements. The PACE Industry Union-Management Pension Fund, (the "Plan"), provides defined benefits to certain retirees and certain production and maintenance employees at the Company's manufacturing facility in Morgantown, West Virginia who were covered by the previous collective bargaining agreements. Pursuant to a new collective bargaining agreement entered into on April 16, 2012, the Company withdrew from the Plan effective May 10, 2012. In the fourth quarter of 2013, the Plan trustee notified the Company that its withdrawal liability was approximately $27 million, which has been accrued by the Company as of December 31, 2013. The Company is in the process of reviewing and validating the Plan's assumptions utilized in determining the withdrawal liability. The Employee Identification Number for this Plan is 11-6166763.

For the years ended, December 31, 2012 and 2011 the Company made contributions to the Plan, totaling $1.8 million and $4.2 million, respectively. For the Plan Year 2011, the Company's contributions were in excess of 5% of the total contributions for the Plan. The Pension Protection Act ("PPA") zone status for the Plan as of December 31, 2013, 2012, and 2011 is critical. Zone status is based on information provided by the Plan to the Company. Generally, a plan is deemed to be in critical status if the funded percentage is less than 65%, which is determined by dividing the Plan's total assets by its liabilities on the valuation date.

As a result of the critical status of the Plan, in July 2010 the trustees of the Plan adopted a rehabilitation plan, to delay the potential insolvency of the Plan. Under the rehabilitation plan, the Company's employer contributions for 2011 and 2012 were increased by a 10% surcharge.

13. Segment Information

Mylan has two segments, "Generics" and "Specialty." The Generics segment primarily develops, manufactures, sells and distributes generic or branded generic pharmaceutical products in tablet, capsule, injectable or transdermal patch form, as well as API. The Specialty segment engages mainly in the development, manufacture and sale of branded specialty nebulized and injectable products.

The Company's chief operating decision maker evaluates the performance of its segments based on total revenues and segment profitability. Segment profitability represents segment gross profit less direct R&D expenses and direct selling, general and administrative expenses. Certain general and administrative and R&D expenses not allocated to the segments, litigation settlements, net, impairment charges and other expenses not directly attributable to the segments, are reported in Corporate/Other. Additionally, amortization of intangible assets and other purchase accounting related items, as well as any other significant special items, are included in Corporate/Other. Items below the earnings from operations line on the Company's Consolidated Statements of Operations are not presented by segment, since they are excluded from the measure of segment profitability. The Company does not report depreciation expense, total assets and capital expenditures by segment, as such information is not used by the chief operating decision maker.

The accounting policies of the segments are the same as those described in Note 2 to Consolidated Financial Statements. Intersegment revenues are accounted for at current market values and are eliminated at the consolidated level.

Presented in the table below is segment information for the periods identified and a reconciliation of segment information to total consolidated information.

(In thousands)	Generics Segment	Specialty Segment	Corporate / Other[1]	Consolidated
Year Ended December 31, 2013				
Total revenues				
Third party	$ 5,900,624	$ 1,008,519	$ —	$ 6,909,143
Intersegment	5,673	19,334	(25,007)	—
Total	$ 5,906,297	$ 1,027,853	$ (25,007)	$ 6,909,143
Segment profitability	$ 1,656,323	$ 461,552	$ (982,346)	$ 1,135,530
Year Ended December 31, 2012				
Total revenues				
Third party	$ 5,946,203	$ 849,907	$ —	$ 6,796,110
Intersegment	3,088	36,991	(40,079)	—
Total	$ 5,949,291	$ 886,898	$ (40,079)	$ 6,796,110
Segment profitability	$ 1,706,783	$ 319,243	$ (916,677)	$ 1,109,349
Year Ended December 31, 2011				
Total revenues				
Third party	$ 5,544,975	$ 584,850	$ —	$ 6,129,825
Intersegment	2,480	70,005	(72,485)	—
Total	$ 5,547,455	$ 654,855	$ (72,485)	$ 6,129,825
Segment profitability	$ 1,607,910	$ 240,440	$ (842,901)	$ 1,005,449

(1) Includes certain corporate general and administrative and R&D expenses; litigation settlements, net; certain intercompany transactions, including eliminations; amortization of intangible assets and certain purchase accounting items; impairment charges; and other expenses not directly attributable to segments.

The Company's net revenues are generated via the sale of products in the following therapeutic categories:

	Year Ended December 31,		
(In thousands)	2013	2012	2011
Allergy	$ 850,222	$ 741,487	$ 476,990
Anti-infectives	1,080,334	1,034,332	1,005,278
Cardiovascular	1,162,280	1,156,348	1,037,644
Central Nervous System	1,393,339	1,473,928	1,214,046
Dermatological	247,881	157,296	143,769
Endocrine and Metabolic	568,337	645,936	535,383
Gastrointestinal	365,849	418,934	492,683
Respiratory System	259,653	229,249	250,692
Other [1]	928,711	892,736	949,792
	$ 6,856,606	$ 6,750,246	$ 6,106,277

[1] Other consists of numerous therapeutic classes, none of which individually exceeds 5% of consolidated net revenues.

Geographic Information

The Company's principal geographic markets are North America, Europe, and Rest of World. Net revenues are classified based on the geographic location of the customers and are as follows:

	Year Ended December 31,		
(In thousands)	2013	2012	2011
North America			
United States	$ 3,937,031	$ 3,909,518	$ 3,242,985
Other	160,710	202,809	206,899
Europe [1]	1,974,764	1,694,236	1,781,184
Rest of World	784,101	943,683	875,209
	$ 6,856,606	$ 6,750,246	$ 6,106,277

[1] Net revenues in France consisted of approximately 10%, 9% and 11% of consolidated net revenues for the years ended December 31, 2013, 2012 and 2011, respectively.

14. Commitments

Operating Leases

The Company leases certain property under various operating lease arrangements. These leases generally provide the Company with the option to renew the lease at the end of the lease term. For the years ended December 31, 2013, 2012 and 2011, the Company had lease expense of $40.5 million, $39.3 million and $36.3 million, respectively.

Future minimum lease payments under operating lease commitments are as follows:

(In thousands)	
December 31,	
2014	$ 38,292
2015	30,535
2016	18,320
2017	9,858
2018	6,767
Thereafter	17,662
	$ 121,434

Other Commitments

The Company is contractually obligated to make potential future development, regulatory and commercial milestone, royalty and/or profit sharing payments in conjunction with collaborative agreements or acquisitions that the Company has entered into with third parties. The most significant of these such obligations relates to the potential future consideration related to the 2011 respiratory delivery platform acquisition and the 2013 Agila acquisition. These payments are contingent upon the occurrence of certain future events and, given the nature of these events, it is unclear when, if ever, the Company may be required to pay such amounts. Further, the timing of any future payment is not reasonably estimable. The amount of contingent consideration accrued was $665 million at December 31, 2013.

The Company has entered into an exclusive collaboration on the development, manufacturing, supply and commercialization of multiple, high value generic biologic compounds and three insulin analog products for the global marketplace. Mylan plans to provide funding related to the collaboration over the next several years that could total approximately $50 million or more per year.

In the fourth quarter of 2013, the Company entered into a licensing agreement with Pfizer for the exclusive worldwide rights to develop, manufacture and commercialize a novel long-acting muscarinic antagonist compound. As part of the agreement, the Company made an upfront development payment, which is included as a component of R&D expense in 2013, and could make additional payments upon the achievement of certain milestones as the Company's development continues over the next several years. Depending on the commercialization of this novel compound and the level of future sales and profits, the Company could also be obligated to make payments upon the occurrence of certain sales milestones, along with sales royalties and profit sharing payments.

Additionally, Mylan has entered into product development agreements under which the Company has agreed to share in the development costs as they are incurred by our partners. As the timing of cash expenditures is dependent upon a number of factors, many of which are outside of our control, it is difficult to forecast the amount of payments to be made over the next few years, which could be significant.

The Company has also entered into employment and other agreements with certain executives and other employees that provide for compensation, retirement and certain other benefits. These agreements provide for severance payments under certain circumstances. Additionally, the Company has split-dollar life insurance agreements with certain retired executives.

In the normal course of business, Mylan periodically enters into employment, legal settlement and other agreements which incorporate indemnification provisions. While the maximum amount to which Mylan may be exposed under such agreements cannot be reasonably estimated, the Company maintains insurance coverage, which management believes will effectively mitigate the Company's obligations under these indemnification provisions. No amounts have been recorded in the Consolidated Financial Statements with respect to the Company's obligations under such agreements.

15. Contingencies

Legal Proceedings

The Company is involved in various disputes, governmental and/or regulatory inquiries and proceedings, and litigation matters that arise from time to time, some of which are described below. The Company is also party to certain matters for which

Merck KGaA or Strides Arcolab has agreed to indemnify the Company, pursuant to the respective sale and purchase agreements.

While the Company believes that it has meritorious defenses with respect to the claims asserted against it and intends to vigorously defend its position, the process of resolving matters through litigation or other means is inherently uncertain, and it is not possible to predict the ultimate resolution of any such proceeding. It is possible that an unfavorable resolution of any of the matters described below, or the inability or denial of Merck KGaA, Strides Arcolab or another indemnitor or insurer to pay an indemnified claim, could have a material effect on the Company's financial position, results of operations and/or cash flows, and could cause the market value of our stock to decline. Unless otherwise disclosed below, the Company is unable to predict the outcome of the respective litigation or to provide an estimate of the range of reasonably possible losses. Legal costs are recorded as incurred and are classified in selling, general and administrative expenses in the Company's Consolidated Statements of Operations.

Lorazepam and Clorazepate

On June 1, 2005, a jury verdict was rendered against Mylan, MPI, and co-defendants Cambrex Corporation and Gyma Laboratories in the U.S. District Court for the District of Columbia in the amount of approximately $12.0 million, which has been accrued for by the Company. The jury found that Mylan and its co-defendants willfully violated Massachusetts, Minnesota and Illinois state antitrust laws in connection with API supply agreements entered into between the Company and its API supplier (Cambrex) and broker (Gyma) for two drugs, Lorazepam and Clorazepate, in 1997, and subsequent price increases on these drugs in 1998. The case was brought by four health insurers who opted out of earlier class action settlements agreed to by the Company in 2001 and represents the last remaining antitrust claims relating to Mylan's 1998 price increases for Lorazepam and Clorazepate. Following the verdict, the Company filed a motion for judgment as a matter of law, a motion for a new trial, a motion to dismiss two of the insurers and a motion to reduce the verdict. On December 20, 2006, the Company's motion for judgment as a matter of law and motion for a new trial were denied and the remaining motions were denied on January 24, 2008. In post-trial filings, the plaintiffs requested that the verdict be trebled and that request was granted on January 24, 2008. On February 6, 2008, a judgment was issued against Mylan and its co-defendants in the total amount of approximately $69.0 million, which, in the case of three of the plaintiffs, reflects trebling of the compensatory damages in the original verdict (approximately $11.0 million in total) and, in the case of the fourth plaintiff, reflects their amount of the compensatory damages in the original jury verdict plus doubling this compensatory damage award as punitive damages assessed against each of the defendants (approximately $58.0 million in total), some or all of which may be subject to indemnification obligations by Mylan. Plaintiffs are also seeking an award of attorneys' fees and litigation costs in unspecified amounts and prejudgment interest of approximately $8.0 million. The Company and its co-defendants appealed to the U.S. Court of Appeals for the D.C. Circuit and have challenged the verdict as legally erroneous on multiple grounds. The appeals were held in abeyance pending a ruling on the motion for prejudgment interest, which has been granted. Mylan has contested this ruling along with the liability finding and other damages awards as part of its appeal, which was filed in the Court of Appeals for the D.C. Circuit. On January 18, 2011, the Court of Appeals issued a judgment remanding the case to the District Court for further proceedings based on lack of diversity with respect to certain plaintiffs. On June 13, 2011, Mylan filed a certiorari petition with the U.S. Supreme Court requesting review of the judgment of the D.C. Circuit. On October 3, 2011, the certiorari petition was denied. The case is now proceeding before the District Court. On January 14, 2013, following limited court-ordered jurisdictional discovery, the plaintiffs filed a fourth amended complaint containing additional factual averments with respect to the diversity of citizenship of the parties, along with a motion to voluntarily dismiss 755 (of 1,387), self-funded customers whose presence would destroy the District Court's diversity jurisdiction. The plaintiffs also moved for a remittitur (reduction) of approximately $8.1 million from the full damages award. Mylan's brief in response to the new factual averments in the complaint was filed on February 13, 2013. In addition to disputing the sufficiency of many of the plaintiffs' jurisdictional averments, Mylan argues that the case should be dismissed in its entirety, or that alternatively all of the self-funded customer claims should be dismissed. Mylan also argues for additional discovery and a new trial on damages. Briefing on these issues is complete, and a decision is pending.

In connection with the Company's appeal of the judgment, the Company submitted a surety bond underwritten by a third-party insurance company in the amount of $74.5 million in February 2008. On May 30, 2012, the District Court ordered the amount of the surety bond reduced to $66.6 million.

Pricing and Medicaid Litigation

Beginning in September 2003, Mylan, MPI and/or Mylan Institutional Inc. (formerly known as UDL Laboratories, Inc. and hereafter "MII"), a wholly owned subsidiary of the Company, together with many other pharmaceutical companies, have been named in civil lawsuits filed by state attorneys general ("AGs") and municipal bodies within the state of New York alleging generally that the defendants defrauded the state Medicaid systems by allegedly reporting "Average Wholesale Prices"

and/or “Wholesale Acquisition Costs” that exceeded the actual selling price of the defendants’ prescription drugs, causing state programs to overpay pharmacies and other providers. To date, Mylan, MPI and/or MII have been named as defendants in substantially similar civil lawsuits filed by the AGs of Alabama, Alaska, California, Florida, Hawaii, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Massachusetts, Mississippi, Missouri, Oklahoma, South Carolina, Texas, Utah and Wisconsin, and also by the city of New York and approximately 40 counties across New York State. Several of these cases were transferred to the AWP multi-district litigation proceedings pending in the U.S. District Court for the District of Massachusetts for pretrial proceedings. Other cases have been litigated in the state courts in which they were filed. Each of the cases seeks money damages, civil penalties and/or double, treble or punitive damages, counsel fees and costs, equitable relief and/or injunctive relief. Mylan and its subsidiaries have denied liability and have defended each of these actions vigorously.

In May 2008, an amended complaint was filed in the U.S. District Court for the District of Massachusetts by a private plaintiff on behalf of the United States of America against Mylan, MPI, MII and several other generic manufacturers. The original complaint was filed under seal in April 2000, and Mylan, MPI and MII were added as parties in February 2001. The claims against Mylan, MPI, MII and the other generic manufacturers were severed from the April 2000 complaint (which remains under seal) as a result of the federal government’s decision not to intervene in the action as to those defendants. The complaint alleged violations of the False Claims Act and set forth allegations substantially similar to those alleged in the state AG cases mentioned in the preceding paragraph and purported to seek nationwide recovery of any and all alleged overpayment of the “federal share” under the Medicaid program, as well as treble damages and civil penalties. In December 2010, the Company completed a settlement of this case (except for the claims related to the California federal share) and the Texas state action mentioned above. This settlement resolved a significant portion of the damages claims asserted against Mylan, MPI and MII in the various pending pricing litigations. In addition, Mylan has reached settlements of the Alabama, Alaska, California (including the “federal share”), Florida, Hawaii, Idaho, Iowa, Kansas, Kentucky, Louisiana, Massachusetts, Mississippi, New York state and county, Oklahoma. South Carolina and Utah state actions. The Company has also reached agreements in principle to settle the Illinois, Wisconsin and Missouri actions, which are contingent upon the execution of definitive settlement documents. With regard to the remaining state actions, the Company had accrued approximately $50.0 million at December 31, 2012 and $56.0 million at December 31, 2013. There were no settlement payments made during the year ended December 31, 2013. The Company reviews the status of these actions on an ongoing basis, and from time to time, the Company may settle or otherwise resolve these matters on terms and conditions that management believes are in the best interests of the Company. There are no assurances that settlements reached and/or adverse judgments received, if any, will not exceed amounts that may be provided for. However, the range of reasonably possible loss above the amount provided for cannot be estimated.

Dey L.P. (now known as Mylan Specialty L.P. and hereafter “Mylan Specialty”), a wholly owned subsidiary of the Company, was named as a defendant in several class actions brought by consumers and third-party payors. Mylan Specialty reached a settlement of these class actions, which was approved by the court and all claims have been dismissed. Additionally, a complaint was filed under seal by a plaintiff on behalf of the United States of America against Mylan Specialty in August 1997. In August 2006, the Government filed its complaint-in-intervention and the case was unsealed in September 2006. The Government asserted that Mylan Specialty was jointly liable with a codefendant and sought recovery of alleged overpayments, together with treble damages, civil penalties and equitable relief. Mylan Specialty completed a settlement of this action in December 2010. These cases all have generally alleged that Mylan Specialty falsely reported certain price information concerning certain drugs marketed by Mylan Specialty, that Mylan Specialty caused false claims to be made to Medicaid and to Medicare, and that Mylan Specialty caused Medicaid and Medicare to make overpayments on those claims.

Under the terms of the purchase agreement with Merck KGaA, Mylan is fully indemnified for the claims in the preceding paragraph and Merck KGaA is entitled to any income tax benefit the Company realizes for any deductions of amounts paid for such pricing litigation. Under the indemnity, Merck KGaA is responsible for all settlement and legal costs, and, as such, these settlements had no impact on the Company’s Consolidated Statements of Operations. At December 31, 2013, the Company has accrued approximately $64.1 million in other current liabilities, which represents its estimate of the remaining amount of anticipated income tax benefits due to Merck KGaA. Substantially all of Mylan Specialty’s known claims with respect to this pricing litigation have been settled.

Modafinil Antitrust Litigation and FTC Inquiry

Beginning in April 2006, Mylan and four other drug manufacturers have been named as defendants in civil lawsuits filed in or transferred to the U.S. District Court for the Eastern District of Pennsylvania by a variety of plaintiffs purportedly representing direct and indirect purchasers of the drug Modafinil and in a lawsuit filed by Apotex, Inc., a manufacturer of generic drugs, seeking approval to market a generic Modafinil product. These actions allege violations of federal antitrust and state laws in connection with the generic defendants’ settlement of patent litigation with Cephalon relating to Modafinil. On March 29, 2010, the Court in the Eastern District of Pennsylvania denied the defendants’ motions to dismiss. Fact discovery closed on February 11, 2011. Briefing on dispositive motions is ongoing.

In addition, by letter dated July 11, 2006, Mylan was notified by the U.S. Federal Trade Commission ("FTC") of an investigation relating to the settlement of the Modafinil patent litigation. In its letter, the FTC requested certain information from Mylan, MPI and Mylan Technologies, Inc. pertaining to the patent litigation and the settlement thereof. On March 29, 2007, the FTC issued a subpoena, and on April 26, 2007, the FTC issued a civil investigative demand to Mylan, requesting additional information from the Company relating to the investigation. Mylan has cooperated fully with the government's investigation and completed all requests for information. On February 13, 2008, the FTC filed a lawsuit against Cephalon in the U.S. District Court for the District of Columbia and the case has subsequently been transferred to the U.S. District Court for the Eastern District of Pennsylvania. On July 1, 2010, the FTC issued a third party subpoena to Mylan, requesting documents in connection with its lawsuit against Cephalon. Mylan has responded to the subpoena. Mylan is not named as a defendant in the FTC's lawsuit, although the complaint includes certain allegations pertaining to Mylan's settlement with Cephalon.

Minocycline

On May 1, 2012, the FTC issued a civil investigative demand to Mylan pertaining to an investigation being conducted to determine whether Medicis Pharmaceutical Corporation, Mylan, and/or other generic companies engaged in unfair methods of competition with regard to Medicis' branded Solodyn products and generic Solodyn products, as well as the 2010 settlement of Medicis' patent infringement claims against Mylan and Matrix Laboratories Limited (now known as Mylan Laboratories Limited). Mylan is cooperating with the FTC and has responded to the requests for information.

Beginning in July 2013, Mylan and Mylan Laboratories Limited, along with eight other parties, have been named as defendants in civil lawsuits filed by a variety of plaintiffs in the U.S. District Court for the Eastern District of Pennsylvania, the District of Arizona, and the District of Massachusetts. The plaintiffs purport to represent direct and indirect purchasers of branded or generic Solodyn®, and assert violations of federal and state laws, including allegations in connection with separate settlements by Medicis with each of the other defendants of patent litigation relating to generic Solodyn.

Pioglitazone

Beginning in December 2013, Mylan, Takeda, and several other drug manufacturers have been named as defendants in civil lawsuits filed in the U.S. District Court for the Southern District of New York by plaintiffs which purport to represent indirect purchasers of branded or generic Actos® and Actoplus Met®. These actions allege violations of state competition laws in connection with the defendants' settlements of patent litigation in 2010 relating to Actos and Actoplus Met.

EpiPen® Auto-Injector Advertising Inquiries

During 2012, the Massachusetts AG and the Oregon Department of Justice issued civil investigation demands to Mylan Specialty, regarding the marketing and sale of EpiPen® and EpiPen Jr® Auto-Injector in both states, seeking information about an EpiPen® Auto-Injector television commercial. Mylan cooperated with these requests and resolved both inquires in November 2013.

EU Commission Proceedings

On or around July 8, 2009, the European Commission (the "EU Commission" or the "Commission") stated that it had initiated antitrust proceedings pursuant to Article 11(6) of Regulation No. 1/2003 and Article 2(1) of Regulation No. 773/2004 to explore possible infringement of Articles 81 and 82 EC and Articles 53 and 54 of the EEA Agreement by Les Laboratoires Servier ("Servier") as well as possible infringement of Article 81 EC by the Company's Indian subsidiary, Mylan Laboratories Limited (formerly known as Matrix Laboratories Limited), and four other companies, each of which entered into agreements with Servier relating to the product Perindopril. On July 30, 2012, the European Commission issued a Statement of Objections to Servier SAS, Servier Laboratories Limited, Les Laboratories Servier, Adir, Biogaran, Krka, d.d. Novo mesto, Lupin Limited, Mylan Laboratories Limited, Mylan Inc., Niche Generics Limited, Teva UK Limited, Teva Pharmaceutical Industries Ltd., Teva Pharmaceuticals Europe B.V., and Unichem Laboratories Limited. Mylan Inc. and Mylan Laboratories Limited have filed responses to the Statement of Objections and are vigorously defending themselves against allegations contained therein.

On October 6, 2009, the Company received notice that the EU Commission was initiating an investigation pursuant to Article 20(4) of Regulation No. 1/2003 to explore possible infringement of Articles 81 and 82 EC by the Company and its affiliates. Mylan S.A.S., acting on behalf of its Mylan affiliates, has produced documents and other information in connection with the inquiry and continues to respond to other requests for additional information. The Company is cooperating with the Commission in connection with the investigation, and no statement of objections has been filed against the Company in connection with the investigation.

On March 19, 2010, Mylan and Generics [U.K.] Limited, a wholly owned subsidiary of the Company, received notice that the EU Commission had opened proceedings against Lundbeck with respect to alleged unilateral practices and/or agreements related to Citalopram in the European Economic Area. A Statement of Objections was issued to Lundbeck, Merck KGaA, Generics [U.K.] Limited, Arrow, Resolution Chemicals, Xelia Pharmaceuticals, Alpharma, A.L. Industrier and Ranbaxy on July 25, 2012. Generics [U.K.] Limited filed a response to the Statement of Objections and vigorously defended itself against allegations contained therein. On June 19, 2013, the European Commission issued a decision finding that Generics [U.K.] Limited, as well as the companies noted above, had violated EU competition rules and required Generics [U.K.] Limited to pay approximately €7.8 million, jointly and severally with Merck KGaA. Generics [U.K.] Limited has appealed the European Commission's decision. Generics [U.K.] Limited has also sought indemnification from Merck KGaA with respect to the €7.8 million issued against Merck KGaA and Generics [U.K.] Limited jointly and severally. Merck KGaA has counterclaimed against Generics [U.K.] Limited seeking the same. During the year ended December 31, 2013, the Company accrued approximately $10.3 million related to this matter. There are no assurances that settlements reached and/or adverse judgments received, if any, will not exceed amounts that may be provided for. However, the range of reasonably possible loss above the amount provided for cannot be estimated.

U.K. Office of Fair Trading

On August 12, 2011, Generics [U.K.] Limited received notice that the Office of Fair Trading was opening an investigation to explore the possible infringement of the Competition Act 1998 and Article 101 and 102 of the Treaty on the Functioning of the European Union, with respect to alleged agreements related to Paroxetine. On April 19, 2013, a Statement of Objections was issued to GlaxoSmithKline, Generics [U.K.] Limited, Alpharma and Ivax LLC. Generics [U.K.] Limited filed a response to the Statement of Objections, defending itself against the allegations contained therein.

South African Competition Commission

Mylan's South African affiliate received a summons and a request for appearance and information, dated February 22, 2013, regarding a supply agreement between Aspen Pharmacare Holdings (Pty) Ltd. and Mylan Laboratories Limited pertaining to a fixed dose combination antiretroviral product. The summons was issued in respect of two complaints in connection with this Agreement. An amended complaint and Initiation Statement were received on June 21, 2013. Mylan has produced documents and information in connection with this matter. Mylan is continuing to cooperate in this investigation. The complaint has not been referred to the Competition Tribunal.

Product Liability

The Company is involved in a number of product liability lawsuits and claims related to alleged personal injuries arising out of certain products manufactured and/or distributed by the Company, including but not limited to its Fentanyl Transdermal System, Phenytoin, Propoxyphene, and Alendronate. The Company believes that it has meritorious defenses to these lawsuits and claims and is vigorously defending itself with respect to those matters. From time to time, the Company has agreed to settle or otherwise resolve certain lawsuits and claims on terms and conditions that are in the best interests of the Company. The Company had accrued approximately $21.6 million at December 31, 2012 and $13.8 million at December 31, 2013.The reduction in the accrual during the current year was principally due to payments. There are no assurances that settlements reached and/or adverse judgments received, if any, will not exceed amounts that may be provided for. However, the range of reasonably possible loss above the amount provided for cannot be estimated.

Intellectual Property

On April 16, 2012, the Federal Circuit reversed and vacated a judgment of invalidity by the United States District Court for the District of Delaware in a patent infringement lawsuit by Eurand, Inc. (now known as Aptalis Pharmatech, Inc.), Cephalon, Inc., and Anesta AG against Mylan Inc. and MPI in relation to MPI's abbreviated new drug application for extended-release cyclobenzaprine hydrochloride. On May 12, 2011, the District Court found, after trial, the patents-in-suit invalid as obvious. On May 13, 2011, MPI launched its cyclobenzaprine hydrochloride extended-release capsules. Plaintiffs appealed the District Court's finding of obviousness to the Federal Circuit, and on May 24, 2011, the District Court issued an injunction order enjoining Mylan from selling any additional cyclobenzaprine products pending the Federal Circuit's decision. Plaintiffs were required to post a $10 million bond. Mylan appealed the District Court's injunction and filed a motion to stay the injunction pending resolution of the appeal. On May 25, 2011, the Federal Circuit temporarily stayed the injunction pending full briefing on Mylan's motion to stay. On July 7, 2011, the Federal Circuit reinstated the injunction preventing further sales pending a decision on the appeal. On April 16, 2012, the Federal Circuit reversed and vacated the District Court's invalidity judgment and dismissed without prejudice Mylan's appeal of the injunction. The Company filed a petition for rehearing en banc

and on July 25, 2012, the petition was denied. The Company filed a petition for certiorari to the United States Supreme Court on October 23, 2012 and on January 14, 2013, the petition was denied. The case was remanded to the District Court for consideration of the issue of damages. On April 4, 2013, the District Court ordered that the effective date of approval of Mylan's Abbreviated New Drug Application shall not be earlier than the later to expire of the patents-in-suit, unless otherwise ordered by the Court, and enjoined Mylan from manufacturing, using, offering to sell, selling, or importing its products until after the later of the expiration dates of the patents-in-suit, unless otherwise ordered by the Court. The trial on the issue of damages is scheduled to commence on September 2, 2014.

In these and other situations, the Company has used its business judgment to decide to market and sell products, notwithstanding the fact that allegations of patent infringement(s) or other potential third party rights have not been finally resolved by the courts (i.e., an "at-risk launch" situation). The risk involved in doing so can be substantial because the remedies available to the owner of a patent for infringement may include, among other things, damages measured by the profits lost by the patent owner and not necessarily by the profits earned by the infringer. In the case of willful infringement, the definition of which is subjective, such damages may be increased up to three times. Moreover, because of the discount pricing typically involved with bioequivalent products, patented branded products generally realize a substantially higher profit margin than bioequivalent products. An adverse decision in cases involving an "at-risk launch" could have a material adverse effect on our financial position, including our results of operations and cash flows.

Other Litigation

The Company is involved in various other legal proceedings that are considered normal to its business, including but not limited to certain proceedings assumed as a result of the acquisition of the former Merck Generics business and Agila. While it is not possible to predict the ultimate outcome of such other proceedings, the ultimate outcome of any such proceeding is not currently expected to be material to the Company's financial position, results of operations or cash flows.

Mylan Inc.
Supplementary Financial Information

Quarterly Financial Data
(Unaudited, in thousands, except per share data)

Year Ended December 31, 2013

	Three-Month Period Ended			
	March 31, 2013	June 30, 2013	September 30, 2013	December 31, 2013
Total revenues	$ 1,631,490	$ 1,701,701	$ 1,767,426	$ 1,808,526
Gross profit	693,490	742,384	808,518	795,951
Net earnings	107,544	178,616	159,423	180,949
Net earnings attributable to Mylan Inc. common shareholders	106,882	177,689	158,908	180,232
Earnings per share[(1)]:				
Basic	$ 0.27	$ 0.47	$ 0.42	$ 0.48
Diluted	$ 0.27	$ 0.46	$ 0.40	$ 0.45
Share prices[(2)]:				
High	$ 31.01	$ 31.87	$ 38.95	$ 44.50
Low	$ 27.54	$ 27.96	$ 30.37	$ 37.87

Year Ended December 31, 2012

	Three-Month Period Ended			
	March 31, 2012	June 30, 2012	September 30, 2012	December 31, 2012
Total revenues	$ 1,583,655	$ 1,687,814	$ 1,801,786	$ 1,722,854
Gross profit	670,229	702,637	793,122	742,316
Net earnings	129,469	139,173	212,086	162,160
Net earnings attributable to Mylan Inc. common shareholders	129,079	138,550	211,257	161,964
Earnings per share[(1)]:				
Basic	$ 0.30	$ 0.33	$ 0.52	$ 0.40
Diluted	$ 0.30	$ 0.33	$ 0.51	$ 0.39
Share prices[(2)]:				
High	$ 23.69	$ 23.54	$ 24.55	$ 28.30
Low	$ 20.75	$ 20.64	$ 21.54	$ 23.44

(1) The sum of earnings per share for the quarters may not equal earnings per share for the total year due to changes in the average number of common shares outstanding.

(2) Closing prices are as reported on the NASDAQ Stock Market.

ITEM 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosures

None.

ITEM 9A. Controls and Procedures

An evaluation was performed under the supervision and with the participation of the Company's management, including the Principal Executive Officer and the Principal Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of December 31, 2013. Based upon that evaluation, the Principal Executive Officer and the Principal Financial Officer concluded that the Company's disclosure controls and procedures were effective.

During the quarter ended December 31, 2013, the Company completed its acquisition of Agila. Agila is excluded for the purposes of managements' evaluation of the Company's internal control over financial reporting as of December 31, 2013.

Management has not identified any other changes in the Company's internal control over financial reporting that occurred during the fourth quarter of 2013 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Management's Report on Internal Control over Financial Reporting is on page 70. The effectiveness of the Company's internal control over financial reporting as of December 31, 2013 has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report on page 72.

ITEM 9B. Other Information

None.

PART III

ITEM 10. Directors, Executive Officers and Corporate Governance

Certain information required by this item will be set forth under the captions “Item 1—Election of Directors,” “Executive Officers” and “Security Ownership of Certain Beneficial Owners and Management — Section 16(a) Beneficial Ownership Reporting Compliance” in our 2014 Proxy Statement and is incorporated herein by reference.

Code of Ethics

The Company has adopted a Code of Ethics that applies to our Principal Executive Officer, Principal Financial Officer and Corporate Controller. This Code of Ethics is posted on the Company’s Internet website at mylan.com. The Company intends to post any amendments to or waivers from the Code of Ethics on that website.

ITEM 11. Executive Compensation

The information required by Item 11 will be set forth under the captions “Non-Employee Director Compensation for 2013” “Executive Compensation for 2013,” “Compensation Committee Report” and“Compensation Committee Interlocks and Insider Participation” in our 2014 Proxy Statement and is incorporated herein by reference.

ITEM 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Additional information required by Item 12 will be set forth under the captions “Security Ownership of Certain Beneficial Owners and Management” in our 2014 Proxy Statement and is incorporated herein by reference.

Equity Compensation Plan Information

The following table shows information about the securities authorized for issuance under Mylan’s equity compensation plans as of December 31, 2013:

Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	16,885,717	$ 23.05	19,623,379
Equity compensation plans not approved by security holders	—	—	—
Total	16,885,717	$ 23.05	19,623,379

ITEM 13. Certain Relationships and Related Transactions, and Director Independence

The information required by Item 13 will be set forth under the captions “Item 1—Election of Directors” and “Certain Relationships and Related Transactions” in our 2014 Proxy Statement and is incorporated herein by reference.

ITEM 14. Principal Accounting Fees and Services

The information required by Item 14 will be set forth under the captions “Independent Registered Public Accounting Firm’s Fees” and “Audit Committee Pre-Approval Policy” in our 2014 Proxy Statement and is incorporated herein by reference.

PART IV

ITEM 15. Exhibits, Consolidated Financial Statement Schedules

1. *Consolidated Financial Statements*

The Consolidated Financial Statements listed in the Index to Consolidated Financial Statements are filed as part of this Form.

2. *Consolidated Financial Statement Schedules*

MYLAN INC. AND SUBSIDIARIES

SCHEDULE II — VALUATION AND QUALIFYING ACCOUNTS

(In thousands)

Description	Beginning Balance	Additions Charged to Costs and Expenses	Additions Charged to Other Accounts	Deductions	Ending Balance
Allowance for doubtful accounts:					
Year ended December 31, 2013	$ 23,037	$ 5,004	$ 110	$ (3,552)	$ 24,599
Year ended December 31, 2012	$ 18,925	$ 7,921	$ 95	$ (3,904)	$ 23,037
Year ended December 31, 2011	$ 23,900	$ 3,983	$ 370	$ (9,328)	$ 18,925
Valuation allowance for deferred tax assets:					
Year ended December 31, 2013	$ 249,382	$ 53,189	$ (13,350)	$ (22,553)	$ 266,668
Year ended December 31, 2012	$ 231,436	$ 23,996	$ —	$ (6,050)	$ 249,382
Year ended December 31, 2011	$ 232,147	$ 14,845	$ —	$ (15,556)	$ 231,436

3. *Exhibits*

3.1	Amended and Restated Articles of Incorporation of the registrant, as amended to date, filed as Exhibit 3.1 to the Report on Form 10-Q for the quarter ended June 30, 2009, and incorporated herein by reference.
3.2	Bylaws of the registrant, as amended to date, filed as Exhibit 3.2 to the Report on Form 10-Q for the quarter ended June 30, 2009, and incorporated herein by reference.
4.1(a)	Rights Agreement dated as of August 22, 1996, between the registrant and American Stock Transfer & Trust Company, filed as Exhibit 4.1 to the Report on Form 8-K filed with the SEC on September 3, 1996, and incorporated herein by reference.
4.1(b)	Amendment to Rights Agreement dated as of November 8, 1999, between the registrant and American Stock Transfer & Trust Company, filed as Exhibit 1 to Form 8-A/A filed with the SEC on March 31, 2000, and incorporated herein by reference.
4.1(c)	Amendment No. 2 to Rights Agreement dated as of August 13, 2004, between the registrant and American Stock Transfer & Trust Company, filed as Exhibit 4.1 to the Report on Form 8-K filed with the SEC on August 16, 2004, and incorporated herein by reference.
4.1(d)	Amendment No. 3 to Rights Agreement dated as of September 8, 2004, between the registrant and American Stock Transfer & Trust Company, filed as Exhibit 4.1 to the Report on Form 8-K filed with the SEC on September 9, 2004, and incorporated herein by reference.
4.1(e)	Amendment No. 4 to Rights Agreement dated as of December 2, 2004, between the registrant and American Stock Transfer & Trust Company, filed as Exhibit 4.1 to the Report on Form 8-K filed with the SEC on December 3, 2004, and incorporated herein by reference.
4.1(f)	Amendment No. 5 to Rights Agreement dated as of December 19, 2005, between the registrant and American Stock Transfer & Trust Company, filed as Exhibit 4.1 to the Report on Form 8-K filed with the SEC on December 19, 2005, and incorporated herein by reference.

4.2(a)	Indenture, dated as of July 21, 2005, between the registrant and The Bank of New York, as trustee, filed as Exhibit 4.1 to the Report on Form 8-K filed with the SEC on July 27, 2005, and incorporated herein by reference.
4.2(b)	Second Supplemental Indenture, dated as of October 1, 2007, among the registrant, the Subsidiaries of the registrant listed on the signature page thereto and The Bank of New York, as trustee, filed as Exhibit 4.1 to the Report on Form 8-K filed with the SEC on October 5, 2007, and incorporated herein by reference.
4.3	Registration Rights Agreement, dated as of July 21, 2005, among the registrant, the Guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated, BNY Capital Markets, Inc., KeyBanc Capital Markets (a Division of McDonald Investments Inc.), PNC Capital Markets, Inc. and SunTrust Capital Markets, Inc., filed as Exhibit 4.2 to the Report on Form 8-K filed with the SEC on July 27, 2005, and incorporated herein by reference.
4.4(a)	Indenture, dated as of September 15, 2008, among the registrant, the guarantors named therein and Bank of New York Mellon as trustee, filed as Exhibit 4.1 to the Report on Form 8-K filed with the SEC on September 15, 2008, and incorporated herein by reference.
4.4(b)	First Supplemental Indenture, dated November 29, 2011, by and among the registrant, Somerset Pharmaceuticals, Inc. and The Bank of New York Mellon, as trustee, to the Indenture, dated September 15, 2008, among the registrant, the Guarantors thereto and The Bank of New York Mellon, as trustee, filed as Exhibit 4.3 to Form 8-K filed with the SEC on November 30, 2011, and incorporated herein by reference.
4.5(a)	Indenture, dated as of May 19, 2010, among the registrant, the guarantors named therein and The Bank of New York Mellon as trustee, filed as Exhibit 4.1 to the Report on Form 8-K filed with the SEC on May 19, 2010, and incorporated herein by reference.
4.5(b)	First Supplemental Indenture, dated November 29, 2011, by and among the registrant, Somerset Pharmaceuticals, Inc. and The Bank of New York Mellon, as trustee, to the Indenture, dated May 19, 2010, among the registrant, the Guarantors thereto and The Bank of New York Mellon, as trustee, filed as Exhibit 4.2 to Form 8-K filed with the SEC on November 30, 2011, and incorporated herein by reference.
4.6(a)	Indenture, dated as of November 24, 2010, among the registrant, the guarantors named therein and The Bank of New York Mellon as trustee, filed as Exhibit 4.1 to the Report on Form 8-K filed with the SEC on November 24, 2010, and incorporated herein by reference.
4.6(b)	First Supplemental Indenture, dated November 29, 2011, by and among the registrant, Somerset Pharmaceuticals, Inc. and The Bank of New York Mellon, as trustee, to the Indenture, dated November 24, 2010, among the registrant, the Guarantors thereto and The Bank of New York Mellon, as trustee, filed as Exhibit 4.1 to Form 8-K filed with the SEC on November 30, 2011, and incorporated herein by reference.
4.7(a)	Indenture, dated as of March 7, 2007, among the registrant, the guarantors thereto and The Bank of New York Mellon, as trustee, filed as Exhibit 4.1 to the Report on Form 8-K filed with the SEC on March 7, 2007, and incorporated herein by reference.
4.7(b)	First Supplemental Indenture, dated November 29, 2011, by and among the registrant, Somerset Pharmaceuticals, Inc., Dey, Inc., Dey Pharma, L.P., Dey Limited Partner, Inc., EMD, Inc., Mylan Delaware Inc., Mylan LHC Inc. and The Bank of New York Mellon, as trustee, to the Indenture, dated March 7, 2007, among the registrant, the Guarantors thereto and The Bank of New York Mellon, as trustee, filed as Exhibit 4.4 to Form 8-K filed with the SEC on November 30, 2011, and incorporated herein by reference.
4.8	Indenture, dated December 21, 2012, among the registrant, the guarantors named therein, and The Bank of New York Mellon, as trustee, filed as Exhibit 4.1 to the Report on Form 8-K filed with the SEC on December 24, 2012, and incorporated herein by reference.
4.9	Indenture, dated as of June 25, 2013, among the registrant, the guarantors thereto and The Bank of New York Mellon, as trustee, filed as Exhibit 4.1 to the Report on Form 8-K filed with the SEC on June 27, 2013, and incorporated herein by reference.
4.10	Registration Rights Agreement, dated as of June 25, 2013, among the registrant, the guarantors thereto, and the representatives of the initial purchasers of the registrant's $500 million aggregate principal amount of the registrant's 1.800% Senior Notes due 2016 and $650 million aggregate principal amount of the registrant's 2.600% senior notes due 2018, filed as Exhibit 10.1 to the Report on the Form 8-K filed with the SEC on June 27, 2013, and incorporated herein by reference.
4.11(a)	Indenture, dated as of November 29, 2013, by and between the Company and The Bank of New York Mellon, as trustee, filed as Exhibit 4.1 to the Report on Form 8-K filed with the SEC on November 29, 2013, and incorporated herein by reference.
4.11(b)	First Supplemental Indenture, dated as of November 29, 2013, by and between the Company and The Bank of New York Mellon, as trustee, filed as Exhibit 4.2 to the Report on Form 8-K filed with the SEC on November 29, 2013, and incorporated herein by reference.

10.1	1986 Incentive Stock Option Plan, as amended to date, filed as Exhibit 10(b) to Form 10-K for the fiscal year ended March 31, 1993, and incorporated herein by reference.*
10.2	1997 Incentive Stock Option Plan, as amended to date, filed as Exhibit 10.1 to Form 10-Q for the quarter ended September 30, 2002, and incorporated herein by reference.*
10.3	1992 Nonemployee Director Stock Option Plan, as amended to date, filed as Exhibit 10(l) to Form 10-K for the fiscal year ended March 31, 1998, and incorporated herein by reference.*
10.4(a)	Amended and Restated 2003 Long-Term Incentive Plan, filed as Exhibit 10.4(a) to Form 10-K for the fiscal year ended December 31, 2012, and incorporated herein by reference.*
10.4(b)	Form of Stock Option Agreement under the 2003 Long-Term Incentive Plan, filed as Exhibit 10.4(b) to Form 10-K for the fiscal year ended March 31, 2005, and incorporated herein by reference.*
10.4(c)	Form of Restricted Share Award under the 2003 Long-Term Incentive Plan, filed as Exhibit 10.4(c) to Form 10-K for the fiscal year ended March 31, 2005, and incorporated herein by reference.*
10.4(d)	Form of Restricted Stock Unit Award Agreement under the 2003 Long-Term Incentive Plan for awards granted prior to fiscal year 2013.*
10.4(e)	Form of Performance-Based Restricted Stock Unit Award Agreement under the 2003 Long-Term Incentive Plan for awards granted prior to fiscal year 2013.*
10.4(f)	Amended and Restated Form of Stock Option Agreement under the 2003 Long-Term Incentive Plan for Robert J. Coury, Heather Bresch, and Rajiv Malik, filed as Exhibit 10.2 to Form 10-Q for the quarter ended September 30, 2013, and incorporated herein by reference.*
10.4(g)	Amended and Restated Form of Restricted Stock Unit Award Agreement under the 2003 Long-Term Incentive Plan for Robert J. Coury, Heather Bresch, and Rajiv Malik, filed as Exhibit 10.3 to Form 10-Q for the quarter ended September 30, 2013, and incorporated herein by reference.*
10.4(h)	Amended and Restated Form of Performance-Based Restricted Stock Unit Award Agreement under the 2003 Long-Term Incentive Plan for Robert J. Coury, Heather Bresch, and Rajiv Malik, filed as Exhibit 10.4 to Form 10-Q for the quarter ended September 30, 2013, and incorporated herein by reference.*
10.4(i)	Amended and Restated Form of Stock Option Agreement under the 2003 Long-Term Incentive Plan for awards granted following fiscal year 2012.*
10.4(j)	Amended and Restated Form of Restricted Stock Unit Award Agreement under the 2003 Long-Term Incentive Plan for awards granted following fiscal year 2012.*
10.4(k)	Amended and Restated Form of Performance-Based Restricted Stock Unit Award Agreement under the 2003 Long-Term Incentive Plan for awards granted following fiscal year 2012.*
10.5	Mylan Inc. Severance Plan, amended as of August, 2009, filed as Exhibit 10.6 to Form 10-Q for the quarter ended September 30, 2009, and incorporated herein by reference.*
10.6	3.75% Cash Convertible Notes due 2015 Purchase Agreement, dated September 9, 2008, among the registrant and the initial purchaser named therein, filed as Exhibit 1.1 to the Report on Form 8-K filed with the SEC on September 15, 2008, and incorporated herein by reference.
10.7(a)	Confirmation of OTC Convertible Note Hedge Transaction, dated September 9, 2008, among the registrant, Merrill Lynch International and Merrill Lynch, Pierce, Fenner & Smith Incorporated, filed as Exhibit 10.1 to the Report on Form 8-K filed with the SEC on September 15, 2008, and incorporated herein by reference.
10.7(b)	Confirmation of OTC Convertible Note Hedge Transaction, amended as of November 25, 2008, among the registrant, Merrill Lynch International and Merrill Lynch, Pierce, Fenner & Smith Incorporated, filed as Exhibit 10.7(b) to the Report on Form 10-K for the fiscal year ended December 31, 2008, and incorporated herein by reference.
10.8	Confirmation of OTC Convertible Note Hedge Transaction, dated September 9, 2008, between the registrant and Wells Fargo Bank, National Association, filed as Exhibit 10.2 to the Report on Form 8-K filed with the SEC on September 15, 2008, and incorporated herein by reference.
10.9	Confirmation of OTC Warrant Transaction, dated September 9, 2008, among the registrant, Merrill Lynch International and Merrill Lynch, Pierce, Fenner & Smith Incorporated, filed as Exhibit 10.3 to the Report on Form 8-K filed with the SEC on September 15, 2008, and incorporated herein by reference.

10.10	Confirmation of OTC Warrant Transaction, dated September 9, 2008, between the registrant and Wells Fargo Bank, National Association, filed as Exhibit 10.4 to the Report on Form 8-K filed with the SEC on September 15, 2008, and incorporated herein by reference.
10.11	Amendment to Confirmation of OTC Warrant Transaction, dated September 15, 2008 among the registrant, Merrill Lynch International and Merrill Lynch, Pierce, Fenner & Smith Incorporated, filed as Exhibit 10.5 to the Report on Form 8-K filed with the SEC on September 15, 2008, and incorporated herein by reference.
10.12	Amendment to Confirmation of OTC Warrant Transaction, dated September 15, 2008, between the registrant and Wells Fargo Bank, National Association, filed as Exhibit 10.6 to the Report on Form 8-K filed with the SEC on September 15, 2008, and incorporated herein by reference.
10.13	Amendment to Confirmation of OTC Warrant Transaction, dated as of September 9, 2008 among Mylan Inc., Merrill Lynch International and Merrill Lynch, Pierce, Fenner & Smith Incorporated, filed as Exhibit 10.7 to the Report on Form 8-K filed with the SEC on September 15, 2008, and incorporated herein by reference.
10.14	Amendment to Confirmation of OTC Warrant Transaction, dated as of September 9, 2008 among Mylan Inc., Merrill Lynch International and Merrill Lynch, Pierce, Fenner & Smith Incorporated, filed as Exhibit 10.8 to the Report on Form 8-K filed with the SEC on September 15, 2008, and incorporated herein by reference.
10.15	Amendment to the Confirmation of OTC Warrant Transaction, dated September 9, 2008, among the Company, Merrill Lynch International and Merrill Lynch Pierce, Fenner & Smith Incorporated, dated September 9, 2011, and filed as Exhibit 10.1 to the Report on Form 10-Q filed with the SEC on October 26, 2011, and incorporated herein by reference.
10.16	Amendment to the Confirmation of OTC Warrant Transaction, dated September 9, 2008, between the Company and Goldman, Sachs & Co., as successor to Wells Fargo Bank, National Association, dated September 13, 2011, and filed as Exhibit 10.2 to the Report on Form 10-Q filed with the SEC on October 26, 2011, and incorporated herein by reference.
10.17	Amendment to the Confirmation of OTC Warrant Transaction, dated September 9, 2008, between the Company and Goldman, Sachs & Co., as successor to Wells Fargo Bank, National Association, dated September 14, 2011, and filed as Exhibit 10.3 to the Report on Form 10-Q filed with the SEC on October 26, 2011, and incorporated herein by reference.
10.18	Second Amended and Restated Executive Employment Agreement, dated October 24, 2011 and effective January 1, 2012, by and between the registrant and Robert J. Coury, filed as Exhibit 10.1 to Form 8-K filed with the SEC on October 28, 2011, and incorporated herein by reference.*
10.19	Amended and Restated Executive Employment Agreement, dated October 24, 2011 and effective January 1, 2012, by and between the registrant and Heather Bresch, filed as Exhibit 10.2 to Form 8-K filed with the SEC on October 28, 2011, and incorporated herein by reference.*
10.20	Amended and Restated Executive Employment Agreement, dated October 24, 2011 and effective January 1, 2012, by and between the registrant and Rajiv Malik, filed as Exhibit 10.3 to Form 8-K filed with the SEC on October 28, 2011, and incorporated herein by reference.*
10.21(a)	Executive Employment Agreement, dated as of February 28, 2008, between the registrant and Daniel C. Rizzo, Jr., filed as Exhibit 10.20(a) to Form 10-K for the fiscal year ended December 31, 2009, and incorporated herein by reference.*
10.21(b)	Amendment No. 1 to Executive Employment Agreement, dated as of December 22, 2008, between the registrant and Daniel C. Rizzo, Jr., filed as Exhibit 10.20(b) to Form 10-K for the fiscal year ended December 31, 2009, and incorporated herein by reference.*
10.21(c)	Amendment No. 2 to Executive Employment Agreement, dated as of February 22, 2011, between the registrant and Daniel C. Rizzo, Jr. filed as Exhibit 10.18(c) to Form 10-K for the fiscal year ended December 31, 2010, and incorporated herein by reference.*
10.22	Executive Employment Agreement, dated as of July 31, 2013, between the registrant and John Sheehan, filed as Exhibit 10.1 to Form 10-Q for the quarter ended September 30, 2013, and incorporated herein by reference.*
10.23	Amended and Restated Executive Employment Agreement, dated October 24, 2011 and effective January 1, 2012, by and between the registrant and Harry A. Korman, filed as Exhibit 10.4 to Form 8-K filed with the SEC on October 28, 2011, and incorporated herein by reference.*
10.24	Amended and Restated Executive Employment Agreement, dated October 24, 2011 and effective January 1, 2012, by and between the registrant and Anthony Mauro, filed as Exhibit 10.5 to Form 8-K filed with the SEC on October 28, 2011, and incorporated herein by reference.*

10.25(a)	Retirement Benefit Agreement, dated as of December 31, 2004, between the registrant and Robert J. Coury filed as Exhibit 10.7 to Form 10-Q for the quarter ended December 31, 2004, and incorporated herein by reference.*
10.25(b)	Amendment to Retirement Benefit Agreement dated as of April 3, 2006, between the registrant and Robert J. Coury filed as Exhibit 10.11(b) to Form 10-K for the fiscal year ended March 31, 2006, and incorporated herein by reference.*
10.25(c)	Amendment to Retirement Benefit Agreement dated as of December 22, 2008, between the registrant and Robert J. Coury, filed as Exhibit 10.20(c) to Form 10-K for the fiscal year ended December 31, 2008, and incorporated herein by reference.*
10.25(d)	Amendment to Retirement Benefit Agreement dated as of March 3, 2010, by and between the registrant and Robert J. Coury, filed as Exhibit 10.1 to Form 8-K filed with the SEC on March 5, 2010, and incorporated herein by reference.*
10.25(e)	Amendment to Retirement Benefit Agreement effective as of January 1, 2012, by and between the registrant and Robert J. Coury, filed as Exhibit 10.6 to Form 8-K filed with the SEC on October 28, 2011, and incorporated herein by reference.*
10.26	Retirement Benefit Agreement, dated as of August 31, 2009, by and between the registrant and Heather Bresch filed as Exhibit 10.3 to Form 10-Q for the quarter ended September 30, 2009, and incorporated herein by reference.*
10.27(a)	Retirement Benefit Agreement, dated as of August 28, 2009, by and between the registrant and Rajiv Malik filed as Exhibit 10.4 to Form 10-Q for the quarter ended September 30, 2009, and incorporated herein by reference.*
10.27(b)	The Executive Nonqualified Excess Plan Adoption Agreement, effective as of December 28, 2007, between Mylan International Holdings, Inc. and Rajiv Malik.*
10.28	Retirement Benefit Agreement, dated as of February 22, 2011, by and between the registrant and John D. Sheehan, filed as Exhibit 10.23 to Form 10-K for the fiscal year ended December 31, 2010, and incorporated herein by reference.*
10.29(a)	Retirement Benefit Agreement, dated January 27, 1995, between the registrant and Clarence B. Todd, filed as Exhibit 10(b) to Form 10-K for the fiscal year ended March 31, 1995, and incorporated herein by reference.*
10.29(b)	Description of Amendments to the Retirement Benefit Agreement, dated January 27, 1995, between the registrant and Clarence B. Todd.*
10.30(a)	Transition and Succession Agreement, dated as of December 15, 2003, between the registrant and Robert J. Coury, filed as Exhibit 10.19 to Form 10-Q for the quarter ended December 31, 2003, and incorporated herein by reference.*
10.30(b)	Amendment No. 1 to Transition and Succession Agreement, dated as of December 2, 2004, between the registrant and Robert J. Coury, filed as Exhibit 10.1 to Form 10-Q for the quarter ended December 31, 2004, and incorporated herein by reference.*
10.30(c)	Amendment No. 2 to Transition and Succession Agreement, dated as of April 3, 2006, between the registrant and Robert J. Coury filed as Exhibit 10.19(c) to Form 10-K for the fiscal year ended March 31, 2006, and incorporated herein by reference.*
10.30(d)	Amendment No. 3 to Transition and Succession Agreement, dated as of December 22, 2008, between the registrant and Robert J. Coury, filed as Exhibit 10.25(d) to Form 10-K for the fiscal year ended December 31, 2008, and incorporated herein by reference.*
10.31(a)	Amended and Restated Transition and Succession Agreement, dated as of December 31, 2007, between the registrant and Heather Bresch, filed as Exhibit 10.2 to Form 10-Q for the quarter ended March 31, 2008, and incorporated herein by reference.*
10.31(b)	Amendment No. 1 to Transition and Succession Agreement, dated as of December 22, 2008, between the registrant and Heather Bresch, filed as Exhibit 10.27(b) to Form 10-K for the fiscal year ended December 31, 2008, and incorporated herein by reference.*
10.32(a)	Transition and Succession Agreement, dated as of January 31, 2007, between the registrant and Rajiv Malik, filed as Exhibit 10.5 to Form 10-Q for the quarter ended March 31, 2008, and incorporated herein by reference.*

10.32(b)	Amendment No. 1 to Transition and Succession Agreement, dated as of December 22, 2008, between the registrant and Rajiv Malik, filed as Exhibit 10.28(b) to Form 10-K for the fiscal year ended December 31, 2008, and incorporated herein by reference.*
10.33(a)	Transition and Succession Agreement, dated as of February 28, 2008, between the registrant and Daniel C. Rizzo, Jr., filed as Exhibit 10.31(a) to Form 10-K for the fiscal year ended December 31, 2009, and incorporated herein by reference.*
10.33(b)	Amendment No. 1 to Transition and Succession Agreement, dated as of December 22, 2008, between the registrant and Daniel C. Rizzo, Jr., filed as Exhibit 10.31(b) to Form 10-K for the fiscal year ended December 31, 2009, and incorporated herein by reference.*
10.33(c)	Amendment No. 2 to Transition and Succession Agreement, dated as of October 15, 2009, between the registrant and Daniel C. Rizzo, Jr., filed as Exhibit 10.31(c) to Form 10-K for the fiscal year ended December 31, 2009, and incorporated herein by reference.*
10.34	Transition and Succession Agreement, dated as of April 1, 2010, by and between the registrant and John Sheehan, filed as Exhibit 10.3 to Form 10-Q for the quarter ended March 31, 2010, and incorporated herein by reference.*
10.35(a)	Transition and Succession Agreement, dated as of January 10, 2006, by and between the registrant and Harry A. Korman, filed as Exhibit 10.4(a) to Form 10-Q for the quarter ended March 31, 2012, and incorporated herein by reference.*
10.35(b)	Amendment No. 1 to Transition and Succession Agreement, dated as of April 3, 2006, by and between the registrant and Harry A. Korman, filed as Exhibit 10.4(b) to Form 10-Q for the quarter ended March 31, 2012, and incorporated herein by reference.*
10.35(c)	Amendment No. 2 to Transition and Succession Agreement, dated as of December 15, 2008, by and between the registrant and Harry A. Korman, filed as Exhibit 10.4(c) to Form 10-Q for the quarter ended March 31, 2012, and incorporated herein by reference.*
10.36(a)	Transition and Succession Agreement, dated as of February 25, 2008, by and between the registrant and Anthony Mauro, filed as Exhibit 10.5(a) to Form 10-Q for the quarter ended March 31, 2012, and incorporated herein by reference.*
10.36(b)	Amendment No. 1 to Transition and Succession Agreement, dated as of December 15, 2008, by and between the registrant and Anthony Mauro, filed as Exhibit 10.5(b) to Form 10-Q for the quarter ended March 31, 2012, and incorporated herein by reference.*
10.36(c)	Amendment No. 2 to Transition and Succession Agreement, dated as of October 15, 2009, by and between the registrant and Anthony Mauro, filed as Exhibit 10.5(c) to Form 10-Q for the quarter ended March 31, 2012, and incorporated herein by reference.*
10.37	Supplemental Health Insurance Program For Certain Officers of the registrant, effective December 15, 2001, filed as Exhibit 10.1 to Form 10-Q for the quarter ended December 31, 2001, and incorporated herein by reference.*
10.38	Amended and Restated Form of Indemnification Agreement between the registrant and each Director.*
10.39	Agreement Regarding Consulting Services and Shareholders Agreement dated as of December 31, 2007 by and among the registrant, MP Laboratories (Mauritius) Ltd, Prasad Nimmagadda, Globex and G2 Corporate Services Limited, filed as Exhibit 10.26 to Form 10-KT/A for the period ended December 31, 2007, and incorporated herein by reference.
10.40(a)	Share Purchase Agreement, dated May 12, 2007, by and among Merck Generics Holding GmbH, Merck S.A., Merck Internationale Beteiligung GmbH, Merck KGaA and the registrant, filed as Exhibit 10.1 to the Report on Form 8-K filed with the SEC on May 17, 2007, and incorporated herein by reference.
10.40(b)	Amendment No. 1 to Share Purchase Agreement, dated October 1, 2007, by and among the registrant and Merck Generics Holding GmbH, Merck S.A., Merck Internationale Beteiligung GmbH and Merck KGaA, filed as Exhibit 10.1 to the Report on Form 8-K filed with the SEC on October 5, 2007, and incorporated herein by reference.
10.41	Purchase Agreement, dated as of May 12, 2010, among the registrant, the guarantors named therein and Goldman, Sachs & Co., as representative of the several purchasers named therein, filed as Exhibit 10.1 to Form 10-Q for the quarter ended June 30, 2010, and incorporated herein by reference.

10.42	Share Purchase Agreement, dated as of July 14, 2010, by and among Mylan Inc., Mylan Luxembourg L3 S.C.S., Bioniche Pharma Holdings Limited, the shareholders party thereto and the optionholders party thereto, filed as Exhibit 2.1 to the Report on Form 8-K filed with the SEC on July 16, 2010, and incorporated herein by reference.
10.43	Purchase Agreement, dated as of July 30, 2010, among the registrant, the guarantors named therein and Goldman, Sachs & Co., filed as Exhibit 10.1 to Form 10-Q for the quarter ended September 30, 2010, and incorporated herein by reference.
10.44	Mylan 401(k) Restoration Plan, filed as Exhibit 10.1 to the Report on Form 8-K filed with the SEC on December 14, 2009, and incorporated herein by reference.*
10.45	Mylan Executive Income Deferral Plan, filed as Exhibit 10.2 to the Report on Form 8-K filed with the SEC on December 14, 2009, and incorporated herein by reference.*
10.46(a)	Credit Agreement, dated as of November 14, 2011, by and among the registrant, certain lenders and Bank of America, N.A., as Administrative Agent, filed as Exhibit 10.1 to the Report on Form 8-K filed with the SEC on November 15, 2011, and incorporated herein by reference.
10.46(b)	Amendment No. 1 to Credit Agreement, dated December 7, 2012, by and among the registrant, certain lenders and Bank of America, N.A., as Administrative Agent, filed as Exhibit 10.46(b) to Form 10-K for the fiscal year ended December 31, 2012, and incorporated herein by reference.
10.47(a)	Receivables Purchase Agreement, dated as of February 21, 2012, by and among Mylan Pharmaceuticals Inc., individually and as Servicer, Mylan Securitization LLC, as Seller, the Conduit Purchasers from time to time party thereto, the Committed Purchasers from time to time party thereto, the Letter of Credit Issuers from time to time a party thereto, the Purchaser Agents from time to time party thereto and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Agent, filed as Exhibit 10.1 to Form 10-Q for the quarter ended March 31, 2012, and incorporated herein by reference.†
10.47(b)	Amendment No. 1 to Receivables Purchase Agreement, dated as of July 20, 2012, by and among Mylan Pharmaceuticals Inc., individually and as Servicer, Mylan Securitization LLC, as Seller, the Conduit Purchasers from time to time party thereto, the Committed Purchasers from time to time party thereto, the Letter of Credit Issuer from time to time a party thereto, the Purchaser Agents from time to time party thereto and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Agent, filed as Exhibit 10.1 to Form 10-Q for the quarter ended June 30, 2012, and incorporated herein by reference.
10.47(c)	Amendment No. 2 to Receivables Purchase Agreement, dated as of September 24, 2012, by and among Mylan Pharmaceuticals Inc., individually and as Servicer, Mylan Securitization LLC, as Seller, the Conduit Purchasers from time to time party thereto, the Committed Purchasers from time to time party thereto, the Letter of Credit Issuer from time to time a party thereto, the Purchaser Agents from time to time party thereto and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Agent, filed as Exhibit 10.1 to Form 10-Q for the quarter ended September 30, 2012, and incorporated herein by reference.
10.48(a)	Purchase and Contribution Agreement, dated as of February 21, 2012, between Mylan Pharmaceuticals Inc., as Originator and as Servicer, and Mylan Securitization LLC, as Buyer, filed as Exhibit 10.2 to Form 10-Q for the quarter ended March 31, 2012, and incorporated herein by reference.
10.48(b)	Amendment No. 1 to Purchase and Contribution Agreement, dated as of July 20, 2012, between Mylan Pharmaceuticals Inc., as Originator and as Servicer, and Mylan Securitization LLC, as Buyer, filed as Exhibit 10.2 to Form 10-Q for the quarter ended June 30, 2012, and incorporated herein by reference.
10.49	Performance Guaranty, dated as of February 21, 2012, by Mylan Inc. in favor of The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Agent, filed as Exhibit 10.3 to Form 10-Q for the quarter ended March 31, 2012, and incorporated herein by reference.
10.50	Amended and Restated Sale and Purchase Agreement, dated December 4, 2013, by and among the registrant, Mylan Institutional Inc., Strides Pharma Asia Pte Ltd (Agila Specialties Asia Pte Ltd), and the promoters named therein.**
10.51	Amended and Restated Sale and Purchase Agreement, dated December 4, 2013, by and among the registrant, Mylan Laboratories Limited, Strides Arcolab Limited, and the promoters named therein.**
10.52	Restrictive Covenant Agreement, effective February 27, 2013, by and among the registrant, Strides Arcolab Limited, and the promoters named therein, filed as Exhibit 10.3 to Form 10-Q for the quarter ended March 31, 2013, and incorporated herein by reference.†
10.53(a)	Completion Deed, effective February 27, 2013, by and among the registrant, Strides Arcolab Limited, Agila Specialties Asia Pte Ltd, and the promoters named therein, filed as Exhibit 10.4 to Form 10-Q for the quarter ended March 31, 2013, and incorporated herein by reference.†

10.53(b)	Amendment to Completion Deed, effective December 4, 2013, by and among Mylan Institutional Inc., Mylan Laboratories Limited, Strides Arcolab Limited, Strides Pharma Asia Pte Ltd (f/k/a Agila Specialties Asia Pte Ltd), and the promoters named therein.**
10.54	Agila Global Guarantee Deed, effective February 27, 2013, by and between the registrant and Strides Arcolab Ltd., filed as Exhibit 10.5 to Form 10-Q for the quarter ended March 31, 2013, and incorporated herein by reference.†
10.55	Commitment Letter, dated February 27, 2013, from Morgan Stanley Senior Funding, Inc., filed as Exhibit 10.6 to Form 10-Q for the quarter ended March 31, 2013, and incorporated herein by reference.
10.56	Credit Agreement, dated June 27, 2013, by and among the registrant, the lenders party thereto, and Bank of America, N.A., as administrative agent, filed as Exhibit 10.2 to the Report on the Form 8-K filed with the SEC on June 27, 2013, and incorporated herein by reference.
10.57	The Executive Nonqualified Excess Plan.*
12.1	Statement of Computation of Ratios of Earnings to Fixed Charges and Preferred Stock Dividends.
21	Subsidiaries of the registrant.
23	Consent of Independent Registered Public Accounting Firm.
31.1	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32	Certification of Principal Executive Officer and Principal Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase

* Denotes management contract or compensatory plan or arrangement.

** The Company has requested confidential treatment with respect to certain portions of this exhibit.

† The Company's request for confidential treatment with respect to certain portions of this exhibit has been accepted.

SIGNATURES

Pursuant to the requirements of section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Form to be signed on its behalf by the undersigned, thereunto duly authorized on February 27, 2014.

Mylan Inc.

by /s/ HEATHER BRESCH
Heather Bresch
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this Form has been signed below by the following persons on behalf of the registrant and in the capacities indicated as of February 27, 2014.

Signature	**Title**
/s/ HEATHER BRESCH Heather Bresch	Chief Executive Officer and Director *(Principal Executive Officer)*
/s/ JOHN D. SHEEHAN John D. Sheehan	Executive Vice President and Chief Financial Officer *(Principal Financial Officer)*
/s/ DANIEL C. RIZZO, JR. Daniel C. Rizzo, Jr.	Senior Vice President, Chief Accounting Officer and Corporate Controller *(Principal Accounting Officer)*
/s/ ROBERT J. COURY Robert J. Coury	Executive Chairman and Director
/s/ RODNEY L. PIATT Rodney L. Piatt	Vice Chairman and Director
/s/ WENDY CAMERON Wendy Cameron	Director
/s/ ROBERT J. CINDRICH Robert J. Cindrich	Director
/s/ NEIL DIMICK Neil Dimick	Director
/s/ MELINA HIGGINS Melina Higgins	Director
/s/ DOUGLAS J. LEECH Douglas J. Leech	Director
/s/ RAJIV MALIK Rajiv Malik	President and Director
/s/ JOSEPH C. MAROON, M.D. Joseph C. Maroon, M.D.	Director
/s/ MARK W. PARRISH Mark W. Parrish	Director
/s/ C.B. TODD C.B. Todd	Director
/s/ RANDALL L. VANDERVEEN, PH.D. Randall L. Vanderveen, Ph.D.	Director

EXHIBIT INDEX

10.4(d)	Form of Restricted Stock Unit Award Agreement under the 2003 Long-Term Incentive Plan for awards granted prior to fiscal year 2013.*
10.4(e)	Form of Performance-Based Restricted Stock Unit Award Agreement under the 2003 Long-Term Incentive Plan for awards granted prior to fiscal year 2013.*
10.4(i)	Amended and Restated Form of Stock Option Agreement under the 2003 Long-Term Incentive Plan for awards granted following fiscal year 2012.*
10.4(j)	Amended and Restated Form of Restricted Stock Unit Award Agreement under the 2003 Long-Term Incentive Plan for awards granted following fiscal year 2012.*
10.4(k)	Amended and Restated Form of Performance-Based Restricted Stock Unit Award Agreement under the 2003 Long-Term Incentive Plan for awards granted following fiscal year 2012.*
10.27(b)	The Executive Nonqualified Excess Plan Adoption Agreement, effective as of December 28, 2007, between Mylan International Holdings, Inc. and Rajiv Malik.*
10.29(b)	Description of Amendments to the Retirement Benefit Agreement, dated January 27, 1995, between the registrant and Clarence B. Todd.*
10.38	Amended and Restated Form of Indemnification Agreement between the registrant and each Director.*
10.50	Amended and Restated Sale and Purchase Agreement, dated December 4, 2013, by and among the registrant, Mylan Institutional Inc., Strides Pharma Asia Pte Ltd (Agila Specialties Asia Pte Ltd), and the promoters named therein.**
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10.57	The Executive Nonqualified Excess Plan, effective as of December 28, 2007, between Mylan International Holdings, Inc. and Rajiv Malik.*
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* Denotes management contract or compensatory plan or arrangement.

** The Company has requested confidential treatment with respect to certain portions of this exhibit.

Exhibit 10.38

MYLAN INC.
AMENDED AND RESTATED
INDEMNIFICATION AGREEMENT

This Amended and Restated Indemnification Agreement (the "**Agreement**") is made this __ day of _____, 2013, by and between Mylan Inc., a Pennsylvania corporation (the "**Corporation**"), and _____ ("**Indemnitee**"). This Agreement amends and restates in its entirety the Indemnification Agreement previously entered into between the Corporation and Indemnitee.

WHEREAS, Indemnitee is a director of the Board of Directors of the Corporation and performs a valuable service in such capacity for the Corporation; and

WHEREAS, Article VIII of the Second Amended and Restated Bylaws, as amended to date (the "**Bylaws**"), of the Corporation provides for indemnification of and advancement of expenses to certain persons acting on behalf of the Corporation; and

WHEREAS, such Bylaws, and Chapter 17, Subchapter D, of the Pennsylvania Business Corporation Law of 1988, as amended (the "**BCL**"), specifically provide that the indemnification and advancement of expenses provided by or pursuant to the BCL is not exclusive of any other rights to which any person may be entitled under any agreement, and thus contemplate that agreements may be entered into with respect to indemnification and advancement of expenses; and

WHEREAS, the Corporation and Indemnitee recognize that the increase in corporate litigation subjects directors and officers to substantial risks of personal liability and expensive litigation; and

WHEREAS, the Corporation and Indemnitee further recognize that the cost of liability insurance for the Corporation's directors and officers can be significant and continues to rise, and that there have been reports of general reductions in the coverage afforded by such insurance in some cases; and

WHEREAS, there may be uncertainties concerning the adequacy and reliability of the protection afforded by directors' and officers' liability insurance; and

WHEREAS, in order to ameliorate such uncertainties and to induce Indemnitee to continue to serve the Corporation, the Corporation has determined it to be fair and in the best interests of the Corporation to enter into this Agreement with Indemnitee.

NOW, THEREFORE, in consideration of Indemnitee's continued service to the Corporation after the date hereof, the parties hereto, intending to be legally bound, agree as follows:

1. Certain Definitions.

(a) "**Proceeding**" shall mean any threatened, pending or completed claim, action, suit or proceeding, alternative dispute resolution mechanism, or any hearing, inquiry or investigation, that Indemnitee in good faith believes might lead to the institution of any such claim, action, suit, proceeding, hearing, inquiry, investigation, or alternative dispute mechanism, whether civil, criminal, administrative, investigative or otherwise, whether brought by a third party, in the name of the Corporation or otherwise, or by the Indemnitee.

(b) "**Expenses**" shall mean all expenses, liability and loss (including, without limitation, attorneys' fees and disbursements and all other costs, expenses and obligations incurred in connection with investigating, defending, being a witness or potential witness in or participating in (including, without limitation, on appeal), or preparing to defend, to be a witness or potential witness in or participate in, any actual, threatened or completed action, suit, or proceeding, or any alternative dispute resolution mechanism, hearing or investigation), judgments, fines, awards, penalties, ERISA excise taxes

or penalties, amounts paid in settlement (if such settlement is approved by the Corporation, which approval shall not be unreasonably withheld) and punitive and exemplary damages, actually incurred, in respect of any Proceeding, and any federal, state, local or foreign income taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement or otherwise in respect of indemnification (and any federal, state, local or foreign income taxes attributable thereto).

2. Indemnification.

(a) The Corporation shall hold harmless and indemnify the Indemnitee against any and all Expenses actually incurred by Indemnitee in connection with any Proceeding to which the Indemnitee is, was or at any time becomes a party, or is threatened to be made a party or is involved (as a witness, potential witness or otherwise) by reason of (or arising as a whole or in part out of) the fact that Indemnitee is or was a director or officer of the Corporation or of any subsidiary of the Corporation, or is or was serving at the request of the Corporation as a director, officer, trustee, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including, without limitation, service with respect to an employee benefit plan, whether the basis of such Proceeding is alleged action or the failure to take action in Indemnitee's official capacity, or in any other capacity while serving as a director, officer, trustee, employee or agent (an "**Indemnifiable Event**"); provided, however, the Corporation shall indemnify Indemnitee hereunder in connection with any Proceeding (or part thereof) initiated by Indemnitee only if such Proceeding (or part thereof) was authorized by the Board of Directors of the Corporation, or except as otherwise provided herein.

(b) Notwithstanding the provisions of Paragraph 2(a), in the event of a determination by a court (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee's act or failure to act giving rise to the claim for indemnification constituted willful misconduct or recklessness, any such claim shall not constitute an Indemnifiable Event and the Corporation shall have no obligation to indemnify Indemnitee hereunder against any Expenses in connection with such claim; provided, however, that such claim shall constitute an "Indemnifiable Event" and the Corporation shall indemnify Indemnitee for all Expenses hereunder in connection with such claim if and to the same extent that, notwithstanding such final judicial determination, such court or the Corporation shall have determined that indemnification of some or all Expenses incurred by Indemnitee is appropriate and permitted under applicable law.

(c) Without limiting the effect of any other provision of this Agreement, and in addition to the rights of Indemnitee elsewhere set forth in this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any Proceeding referred to in Paragraph 2(a) or in defense of any claim, issue or matter therein, Indemnitee shall be indemnified against Expenses actually and reasonably incurred by Indemnitee in connection therewith. For purposes of this Paragraph 2(c), the term "***successful on the merits or otherwise***" shall include (i) any termination, withdrawal, dismissal, or other resolution (with or without prejudice) of any Proceeding against Indemnitee without any express finding of willful misconduct or recklessness leading to liability or guilt against him, or (ii) the expiration of a reasonable period of time after the making of any claim or threat of a Proceeding without the institution of the same and without any promise or payment made to induce a settlement. The Corporation acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any Proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee based on a finding of willful misconduct or recklessness by Indemnitee (including, without limitation, settlement of such Proceeding, with or without payment of money or other consideration, as long as the Corporation has approved the settlement, which approval shall not be unreasonably withheld) it shall be presumed that Indemnitee has been successful on the merits or

otherwise in such Proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(d) Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of (or arising as a whole or in part out of) the fact that Indemnitee is or was a director or officer of the Corporation or of any subsidiary of the Corporation, or is or was serving at the request of the Corporation as a director, officer, trustee, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including, without limitation, service with respect to an employee benefit plan, a witness or a potential witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

3. Advancement of Expenses. The Corporation shall promptly pay (or reimburse Indemnitee for) all Expenses incurred by Indemnitee from time to time by reason of Indemnitee's actual or threatened participation (as a party, witness or potential witness, or other participant) in any Proceeding (including, without limitation, appellate Proceedings) for which a claim for indemnification is made hereunder, in advance of the final disposition of such Proceeding. Unless otherwise agreed by Indemnitee and the Corporation, Indemnitee will request third parties to furnish invoices relating to amounts incurred as Expenses directly to the Corporation, which shall promptly make payment thereon directly to such third parties without any out-of-pocket Expenses being incurred by Indemnitee.

4. Undertaking to Repay Expenses.

(a) In the event of a determination by a court (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee's conduct relating to any claim for indemnification constituted willful misconduct or recklessness, the Indemnitee shall repay to the Corporation such amount of the Expenses or the appropriate portion thereof, so paid or advanced; provided, however, that Indemnitee shall not be obligated to make such repayment if and to the same extent that, notwithstanding such final judicial determination, such court or the Corporation shall have determined that indemnification of some or all Expenses incurred by Indemnitee is appropriate and permitted under applicable law.

(b) For purposes of any determination of the amount of Expenses, if any, subject to repayment under this Paragraph 4, such amount shall be determined taking into account the provisions of Paragraph 6 hereof.

5. Enforcement.

(a) Indemnitee shall be entitled to be indemnified for, and the Corporation shall be obligated to pay, any and all Expenses incurred by Indemnitee in connection with any action, suit or proceeding commenced by Indemnitee (and including, without limitation, such Expenses with respect to any appellate proceeding commenced thereon by either party) to enforce rights or to collect monies under, or interpret any of the terms of, this Agreement, the Corporation's Articles of Incorporation or its Bylaws, applicable law (including, without limitation, the BCL) or under any liability insurance policies maintained by the Corporation; provided, however, that Indemnitee shall not be entitled to be indemnified for any such amount if, as a part of such action, suit or proceeding, a final judicial determination shall be made (as to which all rights of appeal therefrom have been exhausted or lapsed) that each and every material assertion made by Indemnitee as a basis of such action, suit or proceeding was frivolous. The Corporation shall pay all such amounts in advance of the judicial determination of any such action, suit or proceeding contemplated in this paragraph (including, without limitation, appellate proceedings) in accordance with Paragraph 3 hereof.

(b) If a claim under Paragraph 2 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, or if a claim under Paragraph 3 is

not paid in full by the Corporation within twenty (20) days after a written claim has been received by the Corporation, Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, Indemnitee also shall be entitled to be paid the expense of prosecuting or defending such suit, including, without limitation, attorney's fees.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of the parties to this Agreement to secure rights of Indemnitee to indemnification that are as favorable as may be permitted under the BCL and public policy of the Commonwealth of Pennsylvania. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) Procedures. Indemnitee shall present in writing any claims for repayment or advancement of Expenses in connection with a Proceeding to the Executive Committee of the Corporations' Board of Directors (the "**Executive Committee**"), unless the Indemnitee is a member of the Executive Committee, in which case the claim for repayment or advancement of Expenses shall be presented to the full Board of Directors. Provided the claims meet the other requirements of this Agreement, the Executive Committee or the Board of Directors, as the case may be, shall then approve payment by the Corporation of those claims and so notify the Indemnitee within ten (10) days of its receipt of the claims for repayment or advancement.

(b) Presumption. It is presumed that Indemnitee is entitled to indemnification by the Corporation for the Expenses actually incurred by Indemnitee in respect of any Proceeding. For the purposes of this Paragraph 6, the Corporation shall have the burden of proof and the burden of persuasion by clear and convincing evidence to establish that Indemnitee is not entitled to be indemnified for any amount of Expenses actually incurred by Indemnitee in respect of any Proceedings.

(c) Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Corporation for some or a portion of the Expenses actually incurred by Indemnitee in respect of any Proceeding, but not for the total amount of such Expenses, the Corporation shall nevertheless indemnify Indemnitee for the portion of such Expenses to which Indemnitee is entitled.

7. Cooperation; Settlement. Indemnitee shall not make any admission or effect any settlement with respect to any Proceeding without the Corporation's prior written consent. The Corporation shall not settle any such Proceeding in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's prior written consent. The Executive Committee shall have the authority to make decisions for the Corporation with respect to any settlement relating to a Proceeding covered by this Agreement; provided, however, that if the Indemnitee is a member of the Executive Committee, then the full Board of Directors shall have such authority. Neither the Corporation nor Indemnitee will unreasonably withhold consent to any proposed settlement; provided, however, that if the Corporation withholds its consent to any settlement proposed by Indemnitee reasonably and in good faith, the Corporation shall thereafter, to the fullest extent permitted by law and this Agreement, (i) advance attorneys' fees and all other costs in the manner provided in Paragraph 3 hereof, with respect to any separate counsel thereafter retained by Indemnitee in connection with such Proceeding, and (ii) confirm in a manner reasonably satisfactory to Indemnitee that, with respect to such Proceeding, the Corporation shall provide indemnification and/or advancement of Expenses to Indemnitee without regard to any defense, offset, counterclaim or any other basis for which the Corporation may otherwise contest Indemnitee's entitlement to such amounts. Indemnitee shall cooperate to the extent reasonably possible with the Corporation and its insurers in attempts to defend or settle such Proceeding.

8. Notification; Assumption of Defense; Selection of Counsel. As soon as practicable after receipt by Indemnitee of notice of the commencement of a Proceeding made against or otherwise

involving Indemnitee for which Indemnitee may be entitled to be indemnified, Indemnitee shall notify the Corporation in writing of the commencement thereof (but the failure to notify the Corporation shall not relieve it from any liability which it may have under this Agreement unless and to the extent that it has been prejudiced in a material respect by such failure or from the forfeiture of substantial rights and defenses). The Corporation will be entitled to participate therein, and to the extent it may elect by written notice delivered to Indemnitee after receiving the aforesaid notice from Indemnitee, to assume the defense thereof with counsel reasonably satisfactory to Indemnitee, which may be the same counsel as counsel to the Corporation. Notwithstanding the foregoing, Indemnitee shall have the right to employ such Indemnitee's own counsel in any such case, but the fees and costs of such counsel shall be at the expense of Indemnitee unless (i) the employment of such counsel shall have been authorized in writing by the Corporation, or (ii) the Corporation shall not have employed counsel reasonably satisfactory to Indemnitee to take charge of the defense of such action within a reasonable time after notice of commencement of the action, or (iii) Indemnitee shall have retained such counsel pursuant to the provisions of Paragraph 7 hereof, or (iv) Indemnitee shall have reasonably concluded, based upon the written advice of counsel to Indemnitee, that a conflict of interest exists which makes representation by counsel chosen by the Corporation not advisable. In any of the events referred to in (i) through (iv) in the preceding sentence, the Corporation shall not have the right to direct the defense of such action on behalf of Indemnitee, and the fees and costs of one separate counsel retained by Indemnitee shall be borne by the Corporation.

9. Subrogation; No Duplication of Payments.

(a) In the event of payment under this Agreement, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including, without limitation, the execution of such documents necessary to enable the Corporation effectively to bring suit to enforce such rights.

(b) The Corporation shall not be liable under this Agreement to make payment of any amounts contemplated under this Agreement, to the extent the Indemnitee has actually received payment (under any insurance policy, the Corporation's Articles of Incorporation or its Bylaws or otherwise) of the amounts otherwise payable hereunder.

10. Contribution. If the indemnification provided in Paragraph 2 is unavailable and may not be paid to Indemnitee because such indemnification is not permitted by law or otherwise under the provisions of this Agreement, then in respect of any Proceeding in which the Corporation is jointly liable with Indemnitee (or would be if joined in such action, suit, or proceeding), the Corporation shall contribute to the fullest extent permitted by law, to the amount of Expenses incurred and paid or payable by Indemnitee in such Proceeding in such proportion as is appropriate to reflect (i) the relative benefits received by the Corporation on the one hand and Indemnitee on the other hand from the transaction from which such Proceeding arose, and (ii) the relative fault of the Corporation on the one hand and of Indemnitee on the other in connection with the events which resulted in such Expenses, as well as any other relevant equitable considerations. The relative fault of the Corporation on the one hand and of Indemnitee on the other shall be determined by reference to among other things, the parties' relative intent, knowledge, access to information, involvement, and opportunity to correct or prevent the circumstances resulting in such Expenses. The Corporation agrees that it would not be just and equitable if contribution pursuant to this Paragraph 10 were determined by pro rata allocation or any other method of allocation, which does not take account of the foregoing equitable considerations.

11. Liability Insurance and Funding.

(a) The Corporation shall, from time to time, make the good faith determination whether or not it is practicable for the Corporation to obtain and maintain a policy or policies of insurance

with reputable insurance companies providing the directors of the Corporation with coverage for losses from wrongful acts, or to ensure the Corporation's performance of its indemnification obligations under this Agreement. Among other considerations, the Corporation will weigh the costs of obtaining such insurance coverage against the protection afforded by such coverage. In all policies of directors' and officers' liability insurance, Indemnitee shall be insured in such a manner as to provide Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Corporation's officers or directors.

(b) Notwithstanding the foregoing, the Corporation shall have no obligation to obtain or maintain such insurance if the Corporation determines in good faith that such insurance is not reasonably available, if the premium costs for such insurance are disproportionate to the amount of coverage provided, if the coverage provided by such insurance is limited by exclusions so as to provide an insufficient benefit, or if Indemnitee is covered by similar insurance maintained by an affiliate of the Corporation. If such insurance is not obtained or maintained, then Indemnitee must be notified in advance in writing and, if and as requested by Indemnitee, the Corporation shall establish a trust fund or other comparable arrangement to support the indemnification obligations of the Corporation under this Agreement in an amount comparable to the highest amount of coverage previously secured through insurance during the three preceding years. The amount of funds to be contributed by the Corporation to such a trust fund or other comparable arrangement shall be determined by counsel mutually agreeable to the Corporation and the Indemnitee.

(c) If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Corporation has directors' and officers' liability insurance in effect, the Corporation shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Corporation shall thereafter take all necessary action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

12. Scope; Non-exclusivity; Subsequent Changes in the Law.

(a) Scope. Notwithstanding any other provision of this Agreement that may limit, or appear to have the effect of limiting the Indemnitee's right to indemnification by the Corporation pursuant to the BCL or the public policy of the Commonwealth of Pennsylvania, the Corporation shall indemnify Indemnitee to the fullest extent permitted by law and public policy, notwithstanding that such indemnification is not specifically authorized by law, the other provisions of this Agreement, the Corporation's Articles of Incorporation, its Bylaws, any insurance policy, any agreement, any vote of shareholders of the Corporation or disinterested directors, or otherwise.

(b) Non-exclusivity. The right to indemnification and advancement of Expenses provided by this Agreement shall not be deemed exclusive of any other rights to which the Indemnitee may be entitled under the Corporation's Articles of Incorporation or its Bylaws, any applicable laws and regulations in effect now or in the future, any insurance policy, any agreement, any vote of shareholders of the Corporation or disinterested directors, or otherwise, both as to actions in Indemnitee's official capacity and as to actions in another capacity while holding such office. The protection and rights provided by this Agreement and all such other protections and rights are intended to be cumulative.

(c) Subsequent Changes in the Law. In the event of any change, after the date of this Agreement, in any applicable law, statute, or rule, or the interpretation thereof, which expands the right of the Corporation to indemnify the Indemnitee or any other person serving in a capacity referred to in Paragraph 2 hereof, such change shall be deemed to have been made to Indemnitee's rights, and the Corporation's obligations, respectively, under this Agreement. In the event of any change in any applicable law, statute, or rule, or the interpretation thereof, which narrows the right of the Indemnitee to receive indemnification and/or the advancement of Expenses hereunder, such change, to the extent not

explicitly required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder.

13. Continuation of Indemnity. All agreements and obligations of the Corporation and of the Indemnitee contained in this Agreement shall continue during the period the Indemnitee is a director or officer of the Corporation or any subsidiary (or is or was serving at the request of the Corporation as a director, officer, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including, without limitation, any employee benefit plan) and shall continue thereafter so long as the Indemnitee shall be subject to any Proceeding by reason of the fact that the Indemnitee was a director or officer of the Corporation or serving in any other capacity referred to above and in any case for at least six years following the termination of the Indemnitee's service as a director or officer of the Corporation or any subsidiary.

14. Notices. All notices, statements, requests and demands given to or made upon either party hereto in accordance with the provisions of this Agreement shall be in writing and shall be deemed to be given or made when personally delivered, or when deposited in the U.S. Mail, firstclass, registered or certified mail, postage prepaid, addressed as follows:

If to the Corporation:

Mylan Inc.
1500 Corporate Drive
Canonsburg, Pennsylvania 15317
Attention: Joseph F. Haggerty, Esq.
Executive Vice President and Chief Legal Officer

If to Indemnitee:

to the most recent address on file with the Corporation,

or in accordance with the latest unrevoked written direction from either party to the other party hereto.

15. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason whatsoever:

(a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Paragraph of this Agreement containing any such provision held to be invalid, illegal, or unenforceable, that is not itself invalid, illegal, or unenforceable) shall not in any way be affected or impaired thereby; and

(b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts made and to be performed in the Commonwealth of Pennsylvania, without giving effect to the principles of conflict of laws thereof.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

18. Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns, including, without limitation, any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Corporation, spouses, heirs, and personal and legal representatives. The Corporation shall require and cause any successor (whether direct

or indirect by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Corporation, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume all of the Corporation's obligations under and agree to perform this Agreement in the same manner, and to the same extent that the Corporation would be required to perform if no such succession had taken place, and thereafter the term "Corporation" whenever used in this Agreement shall mean and include any such successor or transferee.

19. Consent to Jurisdiction. The Corporation and Indemnitee each hereby consent to the non-exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania in and for Washington County for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement.

20. Amendment and Termination. No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing signed by both 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.

21. Integration and Entire Agreement. This Agreement sets forth the entire understanding between the parties hereto and supersedes and merges all previous written and oral negotiations, commitments, understandings and agreements relating to the subject matter hereof between the parties hereto.

22. Headings. The Paragraph and other headings contained in this Agreement are for reference purposes only and shall not control or affect its construction or interpretation in any respect.

23. No Construction as Employment Agreement. Nothing contained in this Agreement shall be construed as giving Indemnitee any right to be retained in the employ of the Corporation or any of its subsidiaries.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

MYLAN INC.

By: _____

INDEMNITEE

_____

[Signature Page to Indemnification Agreement]

Portions of this exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request. Omissions are designated as ***.

Exhibit 10.50

EFFECTIVE 27 FEBRUARY 2013

AMENDED AND RESTATED AS OF 4 DECEMBER 2013

STRIDES PHARMA ASIA PTE LTD

(formerly known as AGILA SPECIALTIES ASIA PTE LTD)

and

MYLAN INSTITUTIONAL INC.

and

ARUN KUMAR

and

PRONOMZ VENTURES LLP

and

MYLAN INC., as Guarantor

SALE AND PURCHASE AGREEMENT FOR THE ENTIRE ISSUED SHARE CAPITAL OF AGILA SPECIALTIES GLOBAL PTE LTD

TABLE OF CONTENTS

AGREED FORM DOCUMENTS

Tax Deed

Directors/Secretaries Resignation Letters

Brand License Agreement Term Sheet

*** Power of Attorney

THIS AGREEMENT is made with an effective date of 27 February 2013

BETWEEN:

STRIDES PHARMA ASIA PTE LTD (formerly known as AGILA SPECIALTIES ASIA PTE LTD), a company incorporated in the Republic of Singapore (registered number 201135552C) and whose registered office is at 8 Cross Street, #10-00, PWC Building, Singapore (048424) (the "**Seller**");

MYLAN INSTITUTIONAL INC., a company incorporated in Illinois (company registration number 5221-619-2) and whose registered office is at 1718 Northrock Court, Rockford, IL 61103 (the "**Purchaser**");

MR. ARUN KUMAR, of Strides House, Bilekahalli, Bannerghatta Road, Bangalore 560076, India ("**Mr. Kumar**");

PRONOMZ VENTURES LLP, a limited liability partnership registered under the provisions of the Limited Liability Partnership Act, 2008, of Star 2, Opp. IIMB, Bilekahalli, Bannerghatta Road, Bangalore 560076;

(each of Mr. Kumar and Pronomz Ventures LLP being a "**Promoter**" and together, the "**Promoters**"), solely for the purposes of Clauses 5.8,10.4 through 10.8 (inclusive), 10.13, 11, 13, 15, 16, 17, 18, 19, paragraphs 3.1 through 3.3, 20, and 22.5 of Schedule 8 (to the extent relevant to the Promoters) and Schedule 12 hereof; and

MYLAN INC., a company incorporated in Pennsylvania (registered CIK number 0000069499) and whose registered office is at 1500 Corporate Drive, Canonsburg PA 15317, United States (the "**Guarantor**), solely for the purposes of Clauses 16.7 and 16.8 and Schedule 6 hereof.

RECITALS:

(A) The Seller is the legal and beneficial owner of the Shares.

(B) The Seller has agreed to sell and transfer to the Purchaser, and the Purchaser has agreed to purchase, the entire issued share capital of the Company upon the terms, and subject to the conditions, set out in this Agreement.

(C) Each of the Promoters and the Seller has agreed to afford certain protections of the Purchaser's interests for a period of time following Completion (as defined below) in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Promoters and the Seller.

(D) The applicable Group Companies either concurrently with the date of this Agreement or thereafter have entered into the JV Interest Purchase Agreements.

(E) This Agreement was executed by the Parties (other than the Purchaser), and effective, on 27 February 2013 and amended and restated on 5 April 2013.

(F) Pursuant to Clause 16.7 of this Agreement, on 4 December 2013, Mylan Inc. assigned all of its rights and obligations under this Agreement to the Purchaser.

(G) The Parties wish to amend and restate the Agreement as of 4 December 2013.

(H) All references herein to "the date of this Agreement" or "the date hereof" or other similar phrases shall be interpreted and construed as references to its effective date of February 27, 2013.

IT IS AGREED as follows.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

1. INTERPRETATION

1.1 The definitions and other interpretative provisions set out in Schedule 12 shall apply throughout this Agreement, unless the contrary intention appears.

1.2 In this Agreement, except where the context otherwise requires, any reference to this Agreement includes a reference to the Schedules and the Appendices, each of which forms part of this Agreement for all purposes.

2. SALE AND PURCHASE

Sale and purchase

2.1 The Seller is the legal and beneficial owner of the Shares, and shall sell, and the Purchaser shall purchase, the Shares on the basis that they are sold at Completion with Full Title Guarantee and free from any Encumbrance and together with all rights attaching to them at Completion, including the right to receive all dividends, distributions or any return of capital declared, made or paid with effect from Completion.

Waiver of rights

2.2 The Seller hereby waives and agrees to ensure the waiver of any restrictions on transfer, including pre-emption rights, which may exist in relation to the Shares, under the articles of association of the Company or otherwise and shall deliver such written waivers where required to the Company with a copy to the Purchaser on or prior to Completion.

3. CONSIDERATION

Purchase Price

3.1 The purchase price for the Shares to be paid by the Purchaser to the Seller (the "**Purchase Price**") is:

3.1.1 the Enterprise Value;

3.1.2 plus a sum equal to the Cash;

3.1.3 minus a sum equal to the Debt (which shall include the aggregate of the Payoff Amounts);

3.1.4 minus any withholdings or deductions made in accordance with Clauses 3.11 to 3.13 (if applicable);

3.1.5 minus the Working Capital Shortfall, if any;

3.1.6 intentionally blank;

3.1.7 minus the Unpaid Change in Control Payments;

3.1.8 ***

3.1.9 minus the Customer Payback Amount;

3.1.10 minus the JV Payment Amount;

3.1.11 minus the Agila Investments Stamp Duty Amount.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Payments at Completion

3.2 At Completion, the Purchaser shall pay, or cause to be paid:

3.2.1 to the Seller, the Enterprise Value Due at Completion:

(A) plus a sum equal to the Estimated Cash;

(B) minus a sum equal to the Estimated Debt (which shall include the aggregate of the Payoff Amounts);

(C) minus any withholdings or deductions made in accordance with Clauses 3.11 to 3.13 (if applicable);

(D) minus the Estimated Working Capital Shortfall, if any;

(E) intentionally blank;

(F) minus the Estimated Unpaid Change in Control Payments;

(G) minus the Australia JV Payment Amount, ***;

(H) ***

(I) ***

(J) ***

(K) minus the Brazil JVs Payment Amount;

(L) ***

(M) minus the Estimated Customer Payback Amount; and

(N) minus the Agila Investments Stamp Duty Amount;

(the "**Completion Payment**");

3.2.2A to the account(s) of the Borrowers specified in the Payoff Letter, each of the Payoff Amounts in the relevant currencies in accordance with the terms of the relevant Payoff Letter, and the applicable Release Letters, and the Purchaser shall as soon as reasonably practicable following Completion and in any event within one (1) Business Day cause the Borrowers to pay to the account(s) of the Existing Lenders specified in the Payoff Letter, each of the Payoff Amounts in the relevant currencies in accordance with the terms of the Payoff Letter, and the applicable Release Letters;

3.2.2B to the account(s) of the Agila Group entities specified in Appendix 30, the amounts specified therein, and the Purchaser shall as soon as practicable following Completion, and in any event within one (1) Business Day, cause the applicable Agila Group Entity to pay to the account(s) of the applicable Strides Group entity specified in Appendix 30 the amounts specified therein, for the repayment of certain Related Party Loans;

3.2.3 ***

(A) ***

(B) ***

3.2.4 ***

(A) ***

(B) ***

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

3.2.5 to the accounts nominated by the counterparties to the Brazil JV Interest Purchase Agreements, the Brazil JVs Payment Amount; and

3.2.6 to the account(s) of the companies specified in writing by the Seller to the Purchaser no later than three (3) Business Days prior to the Completion Date, the Estimated Unpaid Change in Control Payments.

Each of the payments to be made by the Purchaser pursuant to this Clause 3.2 shall be made in US$.

Escrow Payments

3.2A At Completion, the Purchaser shall deposit the Contingent Enterprise Value to an account, in the name of the Purchaser, of the CEV Escrow Agent specified in the CEV Escrow Agreement (the "**Contingent Fund**").

3.2B At Completion, the Purchaser shall deposit the Regulatory Escrow Amount to an account, in the name of the Purchaser, of the Regulatory Escrow Agent specified in the Regulatory Escrow Agreement (the "**Regulatory Fund**").

Notification of Estimated Amounts at Completion

3.3 Not less than one (1) Business Day prior to the Completion Date, the Seller shall prepare and deliver to the Purchaser the Estimated Completion Balance Sheet and a certificate setting out in reasonable detail the:

3.3.1 Estimated Cash and the Estimated Debt;

3.3.2 Estimated Target Net Working Capital;

3.3.3 Estimated Net Working Capital;

3.3.4 Intentionally blank;

3.3.5 Estimated Customer Payback Amount; and

3.3.6 Estimated Unpaid Change in Control Payments.

Post Completion Purchase Price adjustments

3.4 On the Post Completion Payment Date, the Purchaser or the Seller (as applicable) shall pay to the other an amount equal to such net balance arising out of the operation of the following:

3.4.1 if the amount of the Cash is:

(A) less than the Estimated Cash, the Seller shall pay to the Purchaser, as a reduction in the Purchase Price, an amount equal to the shortfall; or

(B) greater than the Estimated Cash, the Purchaser shall pay to the Seller, as an increase in the Purchase Price, an amount equal to the excess;

3.4.2 if the amount of the Debt is:

(A) greater than the Estimated Debt, the Seller shall pay to the Purchaser, as a reduction in the Purchase Price, an amount equal to the excess; or

(B) less than the Estimated Debt, the Purchaser shall pay to the Seller, as an increase in the Purchase Price, an amount equal to the shortfall;

3.4.3 if the amount of the Working Capital Shortfall:

(A) greater than the Estimated Working Capital Shortfall, then the Seller shall pay to the Purchaser, as a reduction in the Purchase Price, an amount equal to the difference; or

(B) less than the Estimated Working Capital Shortfall, then the Purchaser shall pay to the Seller, as an increase in the Purchase Price, an amount equal to such difference; or

(C) equal to US$0 (zero), then the Purchaser shall pay to the Seller, as an increase in the Purchase Price, an amount equal to the Estimated Working Capital Shortfall;

3.4.4 if the Unpaid Change in Control Payments are:

(A) greater than the Estimated Unpaid Change in Control Payments, the Seller shall pay to the Purchaser, as a reduction in the Purchase Price, an amount equal to the excess; or

(B) less than the Estimated Unpaid Change in Control Payments, the Purchaser shall pay to the Seller, as an increase in the Purchase Price, an amount equal to the shortfall;

3.4.5 Intentionally blank; and

3.4.6 if the Customer Payback Amount is:

(A) greater than the Estimated Customer Payback Amount, the Seller shall pay to the Purchaser, as a reduction in the Purchase Price, an amount equal to the difference; or

(B) less than the Estimated Customer Payback Amount, the Purchaser shall pay to the Seller, as an increase in Purchase Price, an amount equal to the difference.

3.5 The amount of the Cash, the Debt, the Working Capital Shortfall, the Customer Payback Amount and the Unpaid Change in Control Payments, respectively, shall be determined in accordance with Schedule 4. Any payments required to be made under Clause 3.4 and under Clause 3.6 shall be treated as adjusting the Completion Payment, thus resulting after such adjustments in the Purchase Price. The Purchase Price shall (subject to any further adjustment, if applicable, pursuant to Clause 3.6 and Clause 3.10) be adopted for all Tax reporting purposes.

3.6 ***

3.7A The Contingent Fund shall be held and released in accordance with the terms of the CEV Escrow Agreement (and any side letter entered into in connection therewith (the "CEV Escrow Side Letter")). Save as expressly provided in any Transaction Document, the Seller and the Purchaser acknowledge that the Contingent Fund is intended to cover the Relevant Claims.

3.7B The Regulatory Fund shall be held and released in accordance with the terms of the Regulatory Escrow Agreement (and any side letter entered into in connection therewith (the "**Regulatory Escrow Side Letter**")). The Seller and the Purchaser acknowledge that the Regulatory Fund and the Regulatory Deposit (as defined in the India SPA) is intended to cover the ***.

3.8 ***

3.9 ***

3.10 Any payment made in satisfaction of a liability arising under any Seller Obligation or a Purchaser Obligation shall adjust the price paid for the Shares.

Withholding Tax

3.11 The Parties have jointly determined that no withholding or deduction in respect of any Taxation should be required to be made by the Purchaser from the Purchase Price, and accordingly, subject

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only to the provisions of Clauses 3.11 to 3.15 (inclusive), the Purchaser shall pay the Purchase Price in accordance with the provisions of this Agreement without any withholding or deduction in respect of any Taxation.

3.12 If, as a result of a change of any Relevant Law after the date of this Agreement but before the date on which payment is required to be made under Clauses 3.2 and/or 3.4 withholding or deduction from such payment becomes required on account of the Seller Related Withholding Tax then, subject to the Purchaser obtaining an opinion from leading Tax Counsel of at least ten (10) years standing addressed to the Seller that withholding or deduction from such payments should be made by any reasonably competent and responsible tax payer, the Purchaser will make the minimum deduction or withholding permitted by law from the payments to be made under Clauses 3.2 and/or 3.4.

3.13 If a written demand, notice or direction (each a "**Withholding Instruction**") is made or served by a Tax Authority on the Purchaser (or a member of the Purchaser's Group) after the date of this Agreement but before the date on which payment is required to be made under Clauses 3.2 and/or 3.4, to account for Seller Related Withholding Tax then:

3.13.1 The Purchaser shall promptly notify the Seller that it has received such a Withholding Instruction and shall promptly provide copies of all relevant documents in the Purchaser's possession (or in the possession of a member of the Purchaser's Group) evidencing such Withholding Instruction to the Seller, and pending further communication from the Seller in accordance with Clause 3.13.2 below shall not make any payment by way of withholding, deduction or otherwise and shall not make any filing, or admission of liability or other settlement in relation to such deduction or withholding.

3.13.2 The Seller may elect by a notice to the Purchaser, served within twelve (12) Business Days of receipt of notification of a Withholding Instruction pursuant to Clause 3.13.1, that it seeks to negotiate, appeal or otherwise challenge the Withholding Instruction, and if the Seller does so then the provisions of Clauses 3.13.3 to 3.13.11 shall apply.

3.13.3 During the period of thirty (30) Business Days starting on the date on which the Purchaser notified the Seller of the Withholding Instruction and provided all relevant documents in the Purchaser's possession (or in the possession of a member of the Purchaser's Group) (the "**Conduct Period**") the Seller shall be entitled in its absolute discretion but at the Seller's cost to negotiate, challenge or appeal the Withholding Instruction on behalf of the Purchaser.

3.13.4 The Seller shall keep the Purchaser fully informed of any action taken by it in relation to such negotiations, challenge or appeal, and shall consult with the Purchaser and shall promptly produce to the Purchaser copies of all relevant documents and correspondence in the Seller's possession (or in the possession of a member of the Seller's Group) associated with all such actions.

3.13.5 Subject to Clauses 3.13.6, 3.13.7, 3.13.8 and 3.13.9 but notwithstanding any other provision of this Agreement and irrespective of the time of Completion (whether before, after or during either the Conduct Period or the period of twelve (12) Business Days specified in Clause 3.13.2) the Purchaser shall not make any payment in respect of Taxation as is demanded in the Withholding Instruction to the relevant Tax Authority during the period of twelve (12) Business Days specified in Clause 3.13.2 and the Conduct Period (if any) nor shall it make any filing, or admission of liability or other settlement in relation to such deduction or withholding.

3.13.6 If Completion occurs during the Conduct Period or prior to the expiry of the period of twelve (12) Business Days specified in Clause 3.13.2, the Purchaser may, subject to the provisions

of Clauses 3.13.7 to 3.13.9 below, retain from the Completion Payment an amount equal to the amount demanded by way of deduction or withholding in the Withholding Instruction or if a demand or notice or assessment is made requiring deduction or withholding but without providing a specified sum, a reasonable estimate of the liability.

3.13.7 If before the expiry of the Conduct Period, or the period of twelve (12) Business Days specified in Clause 3.13.2, the relevant Tax Authority withdraws the Withholding Instruction or otherwise confirms that irrespective of the Withholding Instruction no such withholding or deduction is required then the Purchaser shall pay the amount retained by it in accordance with Clause 3.13.6 above to the Seller.

3.13.8 If during the Conduct Period the relevant Tax Authority amends or revises the Withholding Instruction or otherwise confirms that irrespective of the Withholding Instruction the amount of withholding or deduction required is lower than the amount first specified in the Withholding Instruction or withheld based on a reasonable estimate then the Purchaser shall pay to the relevant Tax Authority out of the amount retained by it in accordance with Clause 3.13.6 above the amount of withholding or deduction required, and shall pay the balance of such retained amount to the Seller.

3.13.9 If upon the expiry of the Conduct Period no withdrawal or amendment or revision of the Withholding Instruction has been issued by the relevant Tax Authority then the Purchaser shall pay the amount retained by it pursuant to Clause 3.13.6 above to the relevant Tax Authority.

3.13.10 If the Seller has made an election pursuant to Clause 3.13.2 above then the Seller shall indemnify the Purchaser and keep it harmless in respect of any loss suffered by the Purchaser as a result of or in connection with any negotiations, appeal or other challenge pursued by the Seller, provided that without the prior written consent of the Seller (not to be unreasonably withheld or delayed) the Purchaser shall not pay any penalties or interest for late payment which may be levied on or demanded from the Purchaser in connection with or as a result of any negotiations, appeal or other challenge pursued by the Seller, and further provided that the Purchaser (on being held harmless by the Seller in respect of any costs and loss arising therefrom) shall allow the Seller to contest, appeal or challenge such penalties and/or interest for late payment on behalf of the Purchaser (subject to the provisions of Clause 10 of the Tax Deed (Claims Procedure)).

3.13.11 If the Purchaser has made any deduction or withholding in accordance with the provisions of Clauses 3.11 to 3.13 (inclusive) it shall, to the extent such amount has not been paid to the Seller under Clause 3.13.7 or Clause 3.13.8, pay the amount so deducted or withheld to the relevant Tax Authority within three (3) Business Days upon the earlier of:

(A) thirteen (13) Business Days from the notice served under Clause 3.13.2 if the Seller does not respond to the notification or responds saying that it does not wish to negotiate, challenge or appeal;

(B) receiving notification of a lower amount due under Clause 3.13.8; or

(C) the expiry of the Conduct Period in the circumstances set out in Clause 3.13.9,

and shall provide evidence of such payment to the Seller, and all relevant certificates or other filings associated with such deduction or withholding.

3.14 The Purchaser commits not to seek from any Tax Authority any ruling or guidance in relation to Seller Related Withholding Tax, without the prior written consent of the Seller (such consent not to

be unreasonably withheld or delayed), nor to take any voluntary steps which may give rise to a Withholding Instruction. In this context a voluntary step shall not include filings, notifications or reporting requirements to be made under Relevant Law in relation to the transaction or that the transaction has taken place including (but not limited to) press releases or announcements, returns or notices to regulators or exchanges (including NASDAQ), notices or consents from banks and other providers of finance, reporting the transaction for stamp duty purposes including to stamp a stock transfer form, circulars to shareholders, and making returns to company registries.

3.15 For the avoidance of doubt, nothing in Clauses 3.11 to 3.15 (inclusive) shall affect the Seller's rights or the Purchaser's rights under the provisions of the Tax Deed.

Currency conversion

3.16 For the purposes of calculating any adjustments or payments pursuant to this Clause 3 and Schedule 4, amounts in currencies other than US$ shall be converted into US$ at the end of day closing price London time, as reported on Bloomberg page WCV on the:

3.16.1 date on which the Estimated Completion Balance Sheet and the certificate pursuant to Clause 3.3 are prepared; and

3.16.2 Completion Date for the purposes of Clause 3.4.

Unpaid Company Restructuring Expenses, Unpaid Change in Control Payments and Unpaid Company Transaction Expenses

3.17 Where, in this Agreement, there is a reference to Unpaid Company Restructuring Expenses, Unpaid Change in Control Payments and Unpaid Company Transaction Expenses which, pursuant to the terms of this Agreement, are paid by the Seller to the Purchaser (whether by way of an indemnity under Clauses 14.1.2 or 14.1.3 or as part of the calculation of the Purchase Price pursuant to this Clause 3), the Purchaser agrees, in each case, to use its reasonable endeavours to recover or procure the recovery of any recoverable Service Tax elements chargeable in respect of such matters (whether such recovery is by way of credit or refund and whether by a Group Company or any member of its fiscal group) and, to the extent an amount is so recovered, the Purchaser shall pay, or shall procure the payment of, such amount to the Seller within 10 Business Days: (i) in the case of a credit, after the latest date on which, but for the utilisation of that credit, Service Tax or an amount in respect of Service Tax would otherwise have been payable to a Tax Authority by the relevant Group Company or member of its fiscal group in order to avoid a liability to interest and/or penalties accruing; and/or (ii) in the case of a refund, after the date on which that refund is received by the relevant Group Company or member of its fiscal group.

Contingent Future Payment

3.18 The Parties shall give effect to the provisions set out in Appendix 34.

4. CONDITIONS

Conditions

4.1 Completion is conditional on the Conditions being satisfied or waived in accordance with the terms of this Agreement on or before the Longstop Date.

Waiver

4.2 The Purchaser may in its absolute discretion waive, either in whole or in part, at any time, by notice in writing to the Seller, any of the Conditions detailed in paragraph 2 of Schedule 2 other than the

Condition set out at paragraph 2.7 of Schedule 2 which may only be waived jointly by the Parties in writing.

Satisfaction of Conditions

4.3 The Seller shall, at its own cost (save that the Purchaser shall bear its own costs in respect of the Competition Approvals), use its best endeavours to satisfy or procure the satisfaction of the Conditions set out at paragraphs 1, 2 and 3 of Schedule 2 as soon as reasonably practicable and in any event on or before the Longstop Date.

4.4 The Purchaser shall, at its own cost (save that the Seller shall bear its own costs in respect of the Competition Approvals), use its best endeavours to satisfy or procure the satisfaction of the Conditions set out at paragraphs 1, 2.7 and 3 of Schedule 2 as soon as reasonably practicable and in any event on or before the Longstop Date, provided, however, that nothing in this Agreement shall require, or be construed to require, the Purchaser to:

4.4.1 sell, transfer or otherwise dispose of (i) any Assets of the Purchaser or any of its Affiliates, or (ii) any Assets of any Group Company ***; or

4.4.2 agree to any other commitment, undertaking, modification, obligation, remedy, sanction or measure proposed by any Competition Authority, Regulatory Authority or Governmental Authority in connection with the transactions contemplated by this Agreement or any other Transaction Document; or

4.4.3 agree, undertake or commit to do any of the foregoing.

Notwithstanding the foregoing, with respect to Clauses 4.4.1 through 4.4.3, the Purchaser shall be required to sell, transfer or dispose of any Assets or agree to any remedy, sanction, commitment, undertaking, modification, obligation or measure having a similar effect to a sale, transfer or disposal with respect to any Assets, or agree to any of the foregoing (collectively, a "**Commitment**") (whether such Commitment relates to a Group Company, the Purchaser or any of its Affiliates, and whether such Commitment relates to a Product Registration, any application filed for a Product Registration, rights to a pharmaceutical product under development, services provided to a third party in respect of any pharmaceutical product or otherwise) that in any case would not reasonably be expected to materially and adversely affect the expected benefit of the transactions contemplated hereby to the Purchaser or its Affiliates (including the Group Companies after the Completion Date). For this purpose, a Commitment shall be deemed to materially and adversely affect the expected benefit of the transactions contemplated thereby if it imposes directly or indirectly an obligation to sell, transfer, dispose or agree to any remedy, sanction, commitment, undertaking, modification, obligation or measure having a similar effect to a sale, transfer or disposal in respect of any Assets (whether such Assets are of a Group Company, the Purchaser or any of its Affiliates, and whether such Assets are or relate to a Product Registration, any application filed for a Product Registration, rights to a pharmaceutical product under development, services provided to a third party in respect of any pharmaceutical product or otherwise) generating, in the aggregate, ***.

4.5 Each of the Seller and the Purchaser shall keep the other reasonably informed in writing of its progress in satisfying the Conditions, including the provision of documentary evidence to the reasonable satisfaction of the other, and each of the Seller and the Purchaser shall promptly answer all reasonable enquiries of the other in this regard.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

4.6 If at any time the Seller or the Purchaser becomes aware of a fact or circumstance that will or is reasonably likely to prevent a Condition being satisfied, it shall promptly inform the other and the Parties shall co-operate to ensure the Condition is satisfied so far as it is capable of satisfaction.

Submission of applications to the Competition Authorities

4.7 The Purchaser and the Seller each agree to make any required filings under the HSR Act.

4.8 The Purchaser will be primarily responsible for preparing the clearance applications or filings contemplated or required to be made jointly to obtain such competition approvals or clearances, or to answer any requests from any non-U.S. agency, entity or other government authority responsible for the enforcement of applicable antitrust, competition or merger control laws in the jurisdiction (together with the U.S. Federal Trade Commission and the U.S. Department of Justice, Antitrust Division, herein referred to as the relevant "**Competition Authorities**").

4.9 To the extent permitted by Applicable Law and subject to appropriate protections to confidential information and any privilege applicable to the Purchaser or the Seller, each Party undertakes that it will:

4.9.1 not submit, send, make or disclose any material notification, application, submission, communication or written information to a Competition Authority in relation to the subject matter of this Agreement or any other Transaction Document, either pre-or post-notification, without first:

(A) promptly providing the other Party with a copy of:

(1) a draft of such material notification, application, submission, communication or written information; and

(2) a notification as to the substance of any related proposed oral communications regarding material substantive matters with the relevant Competition Authority;

(B) giving the other Party an opportunity, reasonably in advance of filing to discuss such draft notification, application, submission, communication or written information before it is submitted, sent, made or disclosed to the relevant Competition Authority; and

(C) taking into account any reasonable comments provided by the other Party;

4.9.2 promptly notify the other Party of all substantive requests and enquiries from the relevant Competition Authority and those requests shall be dealt with by the Purchaser and the Seller jointly, as applicable;

4.9.3 promptly provide the other Party with copies of all substantive correspondence received by it from, or sent by it to, a relevant Competition Authority;

4.9.4 engage in reasonable consultation with the other Party, in preparing for all meetings with the relevant Competition Authority in relation to the Transaction and offer the other Party the opportunity to attend all such meetings (where permitted by the relevant Competition Authority);

4.9.5 to the extent permitted by Applicable Law, provide the other Party with reasonable access to information relating to the Competition Approvals; and

4.9.6 keep the other Party promptly informed of progress of the applications for Competition Approvals.

4.10 Intentionally blank.

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Extension of Longstop Date

4.11 If the Conditions have not been satisfied or waived on the day immediately before the expiry of the Initial Longstop Date and:

4.11.1 the Condition set forth in paragraph 1 of Schedule 2 is not satisfied and the legal prohibition giving rise to such non-satisfaction shall not have become final and non-appealable, then the Longstop Date shall be extended to the earlier of:

(A) a period of a further ninety (90) calendar days; and

(B) the date that is ten (10) Business Days after the Condition set forth in paragraph 1 of Schedule 2 has been satisfied or waived,

4.11.2 any other Condition has not been satisfied or waived, the Purchaser may elect at its sole discretion by notice in writing to the Seller to extend the Initial Longstop Date by a period of up to a further ninety (90) calendar days following the Initial Longstop Date.

5. CONDUCT OF BUSINESS BEFORE COMPLETION

Compliance

5.1 Compliance with the obligations in this Clause 5 is subject to Applicable Law.

Ordinary Course of Business

5.2 Subject to Clause 5.5 and Clause 5.6, or as otherwise agreed by the Purchaser in writing, pending Completion the Seller shall, and the Seller shall procure that each Group Company shall, continue to carry on the Agila Business in accordance with the Business Plan in all material respects and, where not inconsistent with the Business Plan, in accordance with the Ordinary Course of Business. The Seller shall carry on, and the Seller shall cause each Group Company to carry on, the Agila Business in material compliance with Applicable Laws and use its reasonable endeavours to procure that each Group Company shall use reasonable endeavours to preserve and protect its present relationships with customers, suppliers, distributors, employees, regulators, Governmental Authorities and other Persons with which the Seller has material business relations in connection with the Agila Business, in each case, as long as it is commercially reasonable to do so.

5.3 Pending Completion, the Seller shall:

5.3.1 without limiting the requirements set out in Clause 8.2, use reasonable endeavours to prepare and present separate financial information for the Agila Business, including issuing separate purchase orders and using separate ledgers and use reasonable endeavours to separate bank accounts with respect to the Agila Business;

5.3.2 ensure that each Group Company maintains its capital expenditure program and spending substantially in accordance with the Approved Capital Expenditure Budget and shall ensure that no Group Company shall fail to make, make or agree to make, capital commitments or expenditure deviating in any material respect from such budget (regardless of ultimate financial responsibility) without the prior written consent of the Purchaser; provided that the Seller shall not be in breach of this clause 5.3.2 to the extent that the aggregate capital expenditures of the Specialty Entities during the period between the Effective Date and Completion is equal to or greater than ***; and

5.3.3 subject to Applicable Law, promptly notify the Purchaser of any material Proceedings commenced, pending or threatened in writing against the Seller or any Group Company

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which relate to the Agila Business, this Agreement, any other Transaction Document or any of the transactions contemplated hereby.

Access

5.4 Pending Completion, the Seller shall procure that, upon the Purchaser giving reasonable notice to the Seller, and subject to such confidentiality and other restrictions as the Seller may reasonably require, the Purchaser is given such access as it may reasonably require during normal business hours to the Senior Employees and all the premises and facilities owned, leased or occupied by the Group Companies, including the Real Properties, and to all the books and records, documents, information, data, financial affairs (including the statutory books, minute books, contracts, customer lists, supplier lists and leases) and information, data and configurations relating to Software and Information Technology Systems (including for any Group Company, the source code in order to operate Information Technology Systems and Software custom developed or enhanced by the Seller or its Affiliates) of the Group, including the right to take copies of the same at the Purchaser's expense. Without limiting the foregoing, the Purchaser shall have the right to undertake a Phase I environmental investigation at any of the Real Properties, provided, that the Purchaser completes the site visits for such investigation within forty-five (45) calendar days after the execution of this Agreement; provided further, that subject to the prior written consent of the Seller, the Purchaser may also conduct a Phase II investigation (not subject to the 45-day period for the Phase I site visit) that includes the sampling of environmental media for contamination or building materials for the presence of asbestos-containing materials or building materials or lead, or potable water for the presence of lead or other contaminants.

Schedule

5.5 The Seller agrees to comply with the provisions set out in Schedule 3.

Exceptions

5.6 Pending Completion and notwithstanding any provisions of this Clause 5 and Schedule 3, the Seller may:

5.6.1 take, or procure the taking by any Group Company of, those actions required in connection with the Restructuring Steps or expressly required or expressly permitted by any of the Transaction Documents;

5.6.2 increase the number of Employees as set out in Appendix 32, Part A in relation to those Employees as identified in Appendix 32, Part A; and

5.6.3 transfer any person who is not an Employee from a non-Agila Business to the Agila Business as set out in Appendix 32, Part B in relation to those Employees as identified in Appendix 32, Part B,

and the Purchaser hereby confirms that permitting or causing any of the actions set out in sub-clauses 5.6.1 to 5.6.3 above to occur shall not be considered a breach of this Agreement or any other Transaction Document.

Pre-Completion Obligations

5.7 In addition and without prejudice to the Competition Approvals and the Novations, the Seller and the Purchaser shall each use its reasonable endeavours to obtain any approvals, consents or waivers of termination rights from any relevant authorities, lessors, lenders and other contracting parties required under Applicable Law or otherwise in connection with Completion.

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No Alternative Transactions

5.8 The Seller and the Promoters covenant that, from the date of this Agreement until the Completion Date (or, if earlier, the date on which the Agreement is terminated), they shall not, and they shall ensure that the Seller Group Companies and the Group Companies and their respective representatives shall not, request, solicit, discuss, evaluate, negotiate or accept (whether directly or indirectly) any proposal or offer (whether formal or otherwise) from any Person other than the Purchaser in relation to any negotiations for a competing transaction involving the disposal of any equity interest in any Group Company or the disposal of all or a material part of the Agila Business.

Related Party Transactions

5.9 At least fifteen (15) Business Days before Completion, but no earlier than twenty five (25) Business Days before Completion, the Seller shall provide the Purchaser with written details of all Related Party Transactions, including all Related Party Loans, as in effect on the date of this Agreement and as in effect on the date of such written notice (the "**RPT Notice**"). The Seller shall not, and shall procure that no Group Company shall, after the date of the RPT Notice, enter into any Related Party Transactions. No later than one (1) Business Day before Completion, the Purchaser shall confirm in writing to the Seller, which (if any) of the Related Party Transactions notified to it by the Seller shall be settled or terminated on or prior to Completion (the "**Terminating RPTs**"). Upon receipt of such written notice, the Seller shall use its reasonable endeavours, at no expense or liability to any Group Company unless the Purchaser gives it prior written consent, to take such steps as are necessary to settle and terminate those Related Party Transactions specified in the RPT Notice, as soon as practicable thereafter and in any event on or prior to the Completion Date.

Entry into Ancillary Agreements

5.10 Prior to Completion each of the Seller and the Purchaser shall negotiate in good faith to agree upon the terms and conditions of:

5.10.1 the CEV Escrow Agreement and the CEV Escrow Side Letter, which shall be entered into at or prior to Completion. The Seller and the Purchaser shall enter into the CEV Escrow Agreement and the CEV Escrow Side Letter prior to Completion;

5.10.2 the Brand License Agreement, which shall be entered into at or prior to Completion consistent with the terms set forth in the Brand License Agreement Term Sheet;

5.10.3 ***

(A) ***

(B) ***

5.10.4 the Regulatory Escrow Agreement and the Regulatory Escrow Side Letter. The Seller and the Purchaser shall enter into the Regulatory Escrow Agreement and the Regulatory Escrow Side Letter prior to Completion.

Tender Notifications

5.11 From the date of this Agreement, the Seller shall update the Purchaser on a monthly basis (to a similar standard as provided to relevant Group management prior to the date of this Agreement) of Tenders which have been awarded to the Group between the date of this Agreement and the Completion Date.

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Completion of Restructuring

5.12 The Seller shall use its reasonable endeavours to complete the Restructuring Steps as soon as practicable prior to Completion.

5.12A In the event that any of the Restructuring Steps are not complete at the Completion Date (such outstanding Restructuring Steps, the "**Remaining Restructuring Steps**" as set forth in Part B of Appendix 2), following Completion the Purchaser and the Seller shall each use their reasonable endeavours, including providing such assistance as the other may reasonably require, to complete the Remaining Restructuring Steps as soon as practicable following Completion. The Seller shall bear the costs and expenses in respect of the completion of the Remaining Restructuring Steps as set out in Part B of Appendix 2, except where the Parties expressly agree in writing otherwise.

Other Actions

5.13 The Parties will discuss in good faith the matters set forth in Appendix 14.

6. COMPLETION

Completion Date

6.1 Subject to the final sentence of this Clause 6.1, Completion shall take place at the offices of the Purchaser's Solicitors at Four Times Square, New York, New York 10036 on such day as the Purchaser and Seller may agree in writing, being no later than the 10th Business Day following the satisfaction or (if capable of waiver) waiver of all the Positive Conditions, provided that, immediately prior to Completion, the Negative Conditions are satisfied or have been waived, or at such other place or time as the Seller and Purchaser shall agree in writing. ***.

Seller's Obligations

6.2 At Completion, the Seller shall observe and perform all of the provisions of Part 1 of Schedule 5.

Purchaser's Obligations

6.3 At Completion, the Purchaser shall observe and perform all of the provisions of Part 2 of Schedule 5.

Equitable Relief

6.4 Without prejudice to any other rights or remedies that the Parties may have, the Parties acknowledge and agree that monetary damages alone may not be an adequate remedy for a breach of a provision of this Agreement and that the Parties may seek (as they see fit) remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement, entirely without prejudice to the rights of the Parties to make whatever arguments they consider appropriate as to why such remedies sought by the other party are inappropriate.

Limited Right to Terminate

6.5 Subject to Clause 6.6, neither the Purchaser nor the Seller shall have any right (including any right under common law or any right in respect of claims arising under or in connection with this Agreement, other than in the case of fraud or fraudulent misrepresentation) to rescind or terminate or fail to perform this Agreement and shall not be entitled to treat the Seller or the Purchaser, as applicable, as having repudiated this Agreement.

6.6 Notwithstanding Clause 6.5, this Agreement may be terminated:

6.6.1 by the Purchaser, by written notice to the other Parties, if:

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

(A) provided the Purchaser is not then in material breach of any of the Purchaser Warranties, or any of its undertakings, covenants or agreements contained in this Agreement, there has been a breach of any of the Fundamental Seller Warranties, and which breach if capable of being cured has not been cured within *** of discovery of the breach;

(B) the Seller is declared insolvent, or has filed any petition to initiate bankruptcy Proceedings, winding up Proceedings, suspension of payments, a creditor's arrangement or any other similar insolvency Proceedings; or

(C) a Material Adverse Effect has occurred which is incapable of remedy or, if reasonably capable of remedy, has not been remedied *** of the occurrence of the Material Adverse Effect.

6.6.2 by the Seller, by written notice to the other Parties, if:

(A) provided the Seller is not then in material breach of any of the Seller Warranties, or any of its undertakings, covenants or agreements contained in this Agreement, there has been a breach of any of the Purchaser Warranties, and which breach if capable of being cured has not been cured or cannot be cured prior to the Longstop Date; or

(B) the Purchaser is declared insolvent, or has filed any petition to initiate bankruptcy Proceedings, winding up Proceedings, suspension of payments, a creditor's arrangement or any other similar insolvency Proceedings.

6.6.3 if, subject to Clause 4.11, one or more of the Conditions becomes incapable of satisfaction on or before the Longstop Date or, if it is a Condition which can be waived by a Party who has the benefit of such Condition (and for this purpose, the Parties acknowledge that the Seller has the benefit of the Conditions in paragraphs 1, 2.7 and 3 of Schedule 2 and the Purchaser has the benefit of the Conditions in paragraphs 1, 2 and 3 of Schedule 2), has not been waived by written notice to the other Parties within ten (10) Business Days of such Condition becoming incapable of satisfaction,

and the provisions of Clause 15 (*Surviving Provisions*) shall apply.

Transfer of 401(k) Plan

6.7 The Seller shall use reasonable endeavours to transfer to any Seller Group Company any Group Company Benefit Plan intended to qualify under Section 401(a) of the Code, effective not later than the last Business Day immediately preceding Completion (each such plan, a "**Seller 401(k) Plan**"). Effective as of Completion, the Purchaser shall establish or designate a defined contribution plan and trust intended to qualify under Section 401(a) and Section 501(a) of the Code which includes a cash or deferred arrangement under Section 401(k) of the Code (the "**Purchaser 401(k) Plan**"), which shall accept eligible rollover distributions within the meaning of Section 402(c)(4) of the Code that are distributed from the Seller 401(k) Plan for any participant in the Seller 401(k) Plan who continues in employment with the Purchaser and its Affiliates on and after Completion, who elects to receive a distribution from the Seller 401(k) Plan and who elects for such distribution to be rolled over to the Purchaser 401(k) Plan. Neither this Clause 6.7 nor any other provision of this Agreement shall create any third-party beneficiary or other rights in any current or former employee, director or other service provider of a Group Company, including rights in respect of any benefits that may be provided under any Group Company Benefit Plan (or any benefit plan which may cover such individuals following the Completion Date) and/or rights to continued employment or service with Purchaser or its Affiliates.

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7. TREATMENT OF JOINT VENTURES; WAIVERS AND AMENDMENTS OF CONTRACTS

7.1 ***

Other Arrangements

7.2 The Seller and the Purchaser will comply with the provisions of Appendix 11 and Appendix 15. Following Completion, the Seller and the Promoters shall cooperate, to the extent reasonably requested by the Purchaser, with the Purchaser in dealing with *** regarding the treatment of the Key Contracts and any other related matters, and Seller shall provide access as Purchaser may reasonably require to the employees of Seller and to all the books and records, documents, data and other information of the Group relating to the Key Contracts, including the right to take copies of the same at Purchaser's expense.

Waiver and Amendment of Contracts

7.3 Following the execution hereof, and in any event within *** hereof, the Seller and the Purchaser shall jointly notify the Transaction to the counterparties to the agreements set forth in Appendix 8. Prior to Completion, unless otherwise directed by the Purchaser, the Seller and the Purchaser shall use *** to enter into direct joint negotiations with such counterparties (as applicable) regarding the amendment or waiver of the provisions set forth in Appendix 8 in a manner and on terms and conditions reasonably satisfactory to the Purchaser. ***.

Termination of Contracts

7.4 The Seller shall take *** to terminate the Third Party Terminating Contracts at or prior to Completion.

8. GROUP FINANCING; DELIVERY OF FINANCIAL STATEMENTS; PURCHASER FINANCING

Payoff Letters, Payoff Amount and Release Letters

8.1 No later than five (5) Business Days prior to the Completion Date, the Seller shall deliver to the Purchaser the Payoff Letter and all corresponding Release Letters. The Payoff Amounts may be subject to de minimis variations on the Completion Date. Any over or under payment will be adjusted as part of the Post Completion Purchase Price adjustments in accordance with Clause 3.4 of the this Agreement.

8.1A Pursuant to Clause 3.2.2, at Completion, the Purchaser shall transfer an amount in the relevant currency specified in the Payoff Letter in cleared funds equal to each Payoff Amount to the account(s) of the Borrowers specified in the Payoff Letter, subject to its receipt of all corresponding Release Letters. Upon the transfer of the Payoff Amount to such accounts, and as soon as reasonably practicable following Completion and in any event within one (1) Business Day, the Purchaser shall cause each of the Borrowers to transfer each Payoff Amount to the accounts of the relevant Existing Lenders specified in the Payoff Letter and the applicable Release Letters. Each Release Letter delivered by Seller shall provide that any Encumbrances over the assets of any Group Companies or any Seller Group Company, or any guarantee or indemnity granted by any Seller Group Company or a Promoter, securing the Bank Debt and held by the Existing Lenders or any agents or trustees on their behalf are automatically released upon the payment of the relevant amount set forth in such Release Letter and no Group Company or Seller Group Company or any Promoter shall have any further liability in respect thereof. The Seller shall bear all reasonable costs and expenses in respect of any reasonable steps necessary for the Purchaser to perfect releases contemplated by the Release Letters, except where the Parties expressly agree in writing otherwise.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

8.1B The Seller hereby agrees to take such actions as may be required, and to the extent reasonably satisfactory to the Purchaser, to effect the release of the *** as soon as reasonably practicable following Completion by registering such Release Letters as relate to the *** with the relevant registries in ***. The Seller hereby agrees to (i) initiate the registering of such Release Letters with the relevant registries in*** as from the delivery by Purchaser of the Power of Attorney mentioned in item 8.1C below and the amendment to the articles of association of *** and *** referred to in 8.1D below; and (ii) take all the necessary actions to fulfil any additional requirements made by the relevant registries *** as from the date of such request.

8.1C The Purchaser hereby agrees to, and to cause the Group Companies following Completion to, provide such assistance as the Seller requires to allow the Seller to comply with its obligations as set out in clause 8.1B above, including, without limitation, executing the *** Power of Attorney, and providing documents and other information as the Seller requires in connection with the registering of the Release Letters with the relevant registries in ***. The Purchaser undertakes to deliver to Seller a copy of the *** Power of Attorney, duly executed by *** and *** of the Completion.

8.1D The Seller's obligations pursuant to Clause 8.1B to effect the release of the *** are conditional upon presentation by the Purchaser to the Seller of evidence that an amendment to the articles of association of *** and *** to effect the appointment of such new manager as issued the *** Power of Attorney has been duly registered with the ***. The Seller and the Purchaser mutually and expressly agree that (i) the *** Power of Attorney is being granted by Purchaser to a nominee appointed by Seller to practice on its behalf any and all acts relating to the obligations undertaken by Seller in this Agreement in relation to the release of the ***; (ii) regardless of the nominee appointed by Purchaser in the *** Power of Attorney, as indicated by Seller, or in case of delegation of powers by such nominee, Seller remains fully liable and responsible before Purchaser for the performance of all and any obligations undertaken in this Agreement in relation to the release of the ***; (iii) any dispute arising out of or in connection with the *** Power of Attorney, including any question regarding its existence, validity, breach or termination (including any non-contractual dispute or claim) will be governed by the provisions set forth in Clause 19 of this Agreement, and (iv) that the Seller and the Purchaser acknowledge that the *** Power of Attorney will each constitute a Related Agreement for the purposes of Clause 19 of this Agreement. The Seller and the Purchaser mutually and expressly agree that the English translation of the *** Power of Attorney shall prevail for any and all purposes of their legal relationship. The Purchaser and the Seller mutually and expressly agree that the *** Power of Attorney shall constitute a Transaction Document for the purposes of this Agreement.

Delivery of Financial Statements

8.2 Between the date hereof and the Completion Date, the Seller shall provide to the Purchaser copies of unaudited financial information, namely: (i) quarterly financial statements of the Specialty Entities in the form of the PCFS accompanied by the Deloitte Review Report as soon as available (and in any event within *** calendar days after the end of such three-month period); and (ii) monthly financial statements of the Group in the form substantially consistent with that made available to the Group's management, as soon as available (and in any event within *** calendar days after the end of such month), beginning with the month ended the date hereof, which in all cases shall be prepared in accordance with Indian GAAP.

8.3 The Final Individual Accounts shall be provided by the Seller to the Purchaser as soon as practicable following the date of this Agreement and in any event no later than *** calendar days after the date of this Agreement.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

8.4 The Final Limited Review Accounts shall be provided by the Seller to the Purchaser as soon as practicable following the date of this Agreement and in any event no later than *** calendar days after the date of this Agreement.

Cooperation with Purchaser

8.5 Subject to Clauses 8.6 and 8.7, the Seller shall (and each Group Company shall) provide to the Purchaser, such cooperation as may be reasonably requested by the Purchaser in order to provide reasonable assistance with the raising of any financing necessary for the Purchaser to consummate the sale and purchase of the Shares pursuant to this Agreement (the "**Financing**") and co-operation for the other activities listed below, by: (i) using its reasonable endeavours to facilitate the provision by Representatives of the Seller (and each Group Company) of financial or related information regarding the Group Companies reasonably requested by the Purchaser in connection with the Financing; (ii) providing such additional information as may reasonably be required by the Purchaser in connection with the Financing; (iii) using reasonable endeavours, at the Purchaser's cost, to have its auditors provide assistance in connection with the Financing including requesting its auditors to provide reasonable co-operation in connection with the Financing and to provide customary comfort letters; (iv) using best endeavours, at the Purchaser's cost, to have prepared the US GAAP Audit; and (v) using best endeavours, at the Purchaser's cost, to facilitate the preparation of any separate US GAAP audits of the combined or consolidated Group, which the Purchaser reasonably concludes are necessary for Securities and Exchange Commission or other regulatory filing purposes. Any failure of the Seller to comply with this Clause 8.5 shall be without prejudice to the obligations of the Purchaser under this Agreement, including (but not limited to) Clause 3.2 (*Payments at Completion*). All information provided pursuant to this Clause 8.5 shall be subject to the provisions of Clause 16.2 (*Confidentiality*).

8.6 Nothing contained in Clause 8.5 shall require any cooperation to the extent that such cooperation would interfere unreasonably with the business or operations of the Seller or the Group Companies and no Group Companies nor any of their Representatives shall be required to issue or take responsibility or liability for any part of any offering or information document.

8.7 Neither the Seller nor any of the Group Companies shall be required to bear any cost or expense or to pay any commitment or other similar fee or make any other payment in connection with the Financing or any of the foregoing prior to Completion. The Purchaser shall, promptly upon request by the Seller or any of the Group Companies, reimburse the Seller or the Group Companies for all reasonable out-of-pocket costs incurred by the Seller or the Group Companies in connection with this Clause 8 and indemnify and hold harmless the Seller and the Group Companies and their respective Representatives from and against any and all costs or expenses (including reasonable out-of-pocket attorneys' fees), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of the compliance by the Seller and the Group Companies with Clause 8.5, the arrangement of the Financing and any information utilized in connection therewith. The Purchaser shall, promptly upon request by the Seller or the Group Companies, reimburse the Seller or the Group Companies for all reasonable out-of-pocket costs incurred by the Seller or the Group Companies in connection with Clause 8.5.

9. POST-COMPLETION OBLIGATIONS

Obligations of the Purchaser

9.1 The Purchaser undertakes to the Seller to give effect to the matters in Part 1 of Schedule 7.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Obligations of the Seller

9.2 The Seller undertakes to the Purchaser to give effect to the matters set out in Part 2 of Schedule 7.

Contracts

9.3 The provisions of Part 3 of Schedule 7 shall apply in relation to the Transferring Contracts.

10. SELLER AND PROMOTER WARRANTIES

Seller Warranties

10.1 The Seller warrants to the Purchaser in the terms of the Seller Warranties on the date of this Agreement. Any reference in a Seller Warranty to a Schedule or Appendix of this Agreement shall be deemed to be a reference to the relevant Schedule or Appendix in the form as at the date of the Amended Agreement.

10.2 The Seller Warranties shall be deemed to be repeated immediately before Completion by reference to the facts and circumstances then existing as if references in the Seller Warranties to the date of this Agreement were references to the date of Completion except to the extent any such warranty expressly speaks as at an earlier date. Absent fraud or fraudulent misrepresentation, the sole remedy for a breach of Seller Warranty repeated at Completion is set out in Clause 10.10.

10.3 Each Seller Warranty shall be separate and independent and, save as expressly provided otherwise, no Seller Warranty shall be limited by reference to any other Seller Warranty or by any provision of this Agreement or any other Transaction Document (other than the provisions of this Clause 10 (*Seller and Promoter Warranties*), Clause 11 (*Limitations on Liability*) and the Disclosure Letter).

Promoter Warranties

10.4 Each Promoter warrants to the Purchaser in the terms of the Promoter Warranties on the date of this Agreement.

10.5 The Promoter Warranties shall be deemed to be repeated immediately before Completion by reference to the facts and circumstances then existing as if references in the Promoter Warranties to the date of this Agreement were references to the date of Completion except to the extent any such warranty expressly speaks as at an earlier date. Absent fraud or fraudulent misrepresentation, the sole remedy for a breach of any Promoter Warranty repeated at Completion is set out in Clause 10.10.1.

10.6 Each Promoter Warranty shall be separate and independent and, save as expressly provided otherwise, no Promoter Warranty shall be limited by reference to any other Promoter Warranty or by any provision of this Agreement or any other Transaction Document (other than the provisions of this Clause 10.6 (*Promoter Warranties*), Clause 11 (*Limitations on Liability*) and the Disclosure Letter).

Promoter Undertakings

10.7 Each Promoter undertakes to notify the Purchaser in writing promptly if such Promoter becomes aware of any matter, fact or circumstance which is or could reasonably be expected to be in breach of the Promoter Warranties.

10.8 Each Promoter undertakes that it will not take steps or actions that would prevent the consummation of the transactions contemplated by this Agreement.

Breach of Seller Warranties or Promoter Warranties immediately before Completion

10.9 The Purchaser shall not be entitled to claim that any event, fact, matter or circumstance causes any of the Seller Warranties repeated immediately before Completion (other than the Fundamental Seller Warranties) in accordance with Clause 10.2 to be breached if (i) it has been fairly disclosed in the

Completion Disclosure Letter (provided that any fact, event, matter or circumstance in respect of which a disclosure has been made in the Completion Disclosure Letter has occurred since the date of this Agreement and was not a result of direct or indirect action or inaction by the Seller or any Group Company which resulted in a breach of any covenant or undertaking in this Agreement) or (ii) it has been fairly disclosed in the Signing Disclosure Letter or in the documents referred to *** or (iii) in relation to the Schedules or Appendices only, if it is included the relevant Schedule or Appendix as attached to this Agreement.

10.10 If any breach of a Seller Warranty or a Promoter Warranty repeated pursuant to Clause 10.2 or Clause 10.5 as applicable, constitutes a Material Adverse Effect, the Purchaser may elect either to:

10.10.1 terminate this Agreement and such other Transaction Document as might have been executed (and in such circumstances shall have no claim for breach of such repeated warranty) by written notice to the other Parties; or

10.10.2 proceed to Completion notwithstanding such breach and in the event the Purchaser proceeds to Completion the Purchaser shall have the right, subject to Clauses 10.9 and Clause 11 (*Limitations on Liability*), to claim for such breach except (i) in circumstances where ***.

10.11 ***

Seller's Knowledge

10.12 Where any of the Seller Warranties are qualified by the expression "so far as the Seller is aware" or any similar expression, that Seller Warranty shall be deemed to include an additional statement that for this purpose it has been made after the Seller has made due and careful enquiries of those persons whose names are set out in Appendix 10.

No Claims against the Group

10.13 Save in cases of fraud or fraudulent misrepresentation, the Seller and the Promoters agree and undertake to the Purchaser (for the Purchaser itself and as agent for each of its Affiliates and each other individual or entity referred to in this Clause 10.13) that it has no rights or claims against and shall not make any claim against the Purchaser or any of its Affiliates, any Group Company or against any Person who is a present or former director, officer or employee of any of the foregoing in respect of any misrepresentation, inaccuracy or omission in or from any information or advice supplied or given by any Group Company or any such director, officer of employee in connection with the giving of any warranty or undertaking in this Agreement, the Tax Deed or any other Transaction Document or on whom the Seller or the Promoters may have relied before agreeing to any term of or entering into any Transaction Document or authorising any statement in the Disclosure Letter (including in respect of any information or documentation supplied or omitted to be supplied by such Person in connection therewith).

10.14 The only warranties given in respect of Tax are the Tax Warranties, and none of the other Seller Warranties shall or shall be deemed to be, whether directly or indirectly, a warranty in respect of Tax and the Purchaser acknowledges and agrees that the Seller makes no other warranty as to Tax.

11. LIMITATIONS ON LIABILITY

11.1 The Seller's and the Promoters liability for claims under the Transaction Documents shall be limited or excluded, as the case may be, as set out in Schedule 9.

11.2 The provisions of Schedule 9 apply notwithstanding any other provision of this Agreement to the contrary and shall not cease to have effect as a consequence of any termination of any other provisions of this Agreement.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

11.3 The limitations on the liability of the Seller and the Promoters set out in Schedule 9 shall not apply in relation to the extent that the relevant claim is in respect of fraud or fraudulent misrepresentation of the Seller.

12. PURCHASER WARRANTIES AND UNDERTAKINGS; GUARANTOR WARRANTIES

Purchaser Warranties; Guarantor Warranties

12.1 The Purchaser warrants to the Seller in the terms of the Purchaser Warranties on the date of this Agreement. The Guarantor warrants to the Seller in the terms of the Guarantor Warranties on the date of this Agreement.

Preservation of Information

12.2 The Purchaser undertakes to the Seller that it shall, and shall procure that its Affiliates shall preserve all books, records and documents of or relating to the Group existing at Completion to the extent that such books, records and documents relate to the Agila Business and to the period up to Completion, in accordance with the Purchaser's document retention policies but in any event for applicable statutory limitation periods. Subject to the provisions of Clauses 16.2 to 16.4 (each inclusive), the Purchaser shall permit and allow and shall procure that its Affiliates shall permit and allow, upon receipt of a reasonable request made by or on behalf of the Seller's Group on reasonable advance notice and during normal business hours, the employees, agents and professional advisers of the Seller (at the Seller's cost) reasonable access to such books, records and documents and to inspect and make copies of them; provided; that such access does not (i) unreasonably disrupt the normal operations of the Agila Business; (ii) result in the waiver of any attorney- client privilege or the disclosure of any trade secrets; or (iii) violate any Applicable Law or breach the terms of any applicable contract in a manner that is not insignificant.

Return of Seller Information

12.3 If this Agreement terminates in accordance with its terms, the Purchaser undertakes to the Seller that, upon written request by the Seller, the Purchaser shall at its discretion promptly either destroy or deliver to the Seller, or procure the destruction or delivery to the Seller of, all accounts, records, documents and papers of or relating to any Seller Group Company or any Group Company which have been made available to it in connection with the Transaction (together, "**Seller Information**"). Such obligation shall not apply to any computer records or files that have been created pursuant to the automatic archiving and back-up procedures of the Purchaser or any of its Affiliates, the deletion or removal of which is not technically reasonable or prohibited by the policies of the Purchaser or any of its Affiliates provided that such computer records or files are kept confidential in accordance with the terms of this Agreement. Neither the Purchaser nor any of its Affiliates shall be required to destroy or deliver to the Seller any reports, notes or other material prepared by or on behalf of the Purchaser or any of its Affiliates which incorporate or derive from any Seller Information, provided that such reports, notes or other material are kept confidential in accordance with the relevant terms of this Agreement.

12.4 Intentionally blank

Provision of Information to Insurers

12.5 Subject to the following provisions of this Clause and to the provisions of Clauses 16.2 to 16.4 (each inclusive), if at any time after the Completion Date, the Seller wishes to insure against its liabilities in respect of any Claims and/or Tax Deed Claims the Purchaser shall, and shall procure that each Group Company shall, provide such information in relation to this Agreement and the Group Companies as a prospective insurer and/or insurance broker may reasonably require before effecting

the insurance. The Seller shall bear the reasonable costs of the provision of such information. The Purchaser and each Group Company are under no obligation to provide such information if the insurer and/or insurance broker have failed to undertake in writing to keep such information confidential to the reasonable satisfaction of the Purchaser or the relevant Group Company or the disclosure of such information is prohibited by Applicable Law.

13. PROTECTION OF PURCHASER'S INTERESTS

Definitions

13.1 In this Clause 13:

13.1.1 "**Competing Business**" means developing, manufacturing, distributing, marketing or selling any injectable, parenteral, ophthalmic or oncology pharmaceutical products for human use in any country in which the Agila Business is conducted.

13.1.2 "**Recognised Stock Exchange**" has the meaning given to it in section 1137 of the CTA 2010 and shall include each of the Bombay Stock Exchange and the National Stock Exchange of India.

Competition, Customers, Employees and Confidentiality

13.2 Subject to Clause 13.7, each of the Promoters and the Seller covenants with the Purchaser that from Completion:

13.2.1 until the expiration of *** from Completion, no member of the Seller's Group nor any of the Promoters shall (whether alone or jointly with another and whether directly or indirectly) carry on or be engaged, concerned or interested economically or otherwise in any manner in a Competing Business save that the Promoters (severally) and the Seller's Group may purchase or hold purely for financial investment purposes:

(A) up to *** of the securities (or any class of securities) of any company whose securities are quoted or dealt on a Recognised Stock Exchange, provided that they do not grant, directly or indirectly, management functions or any material influence in that company; and

(B) up to *** of the securities (or any class of securities) of a company whose securities are not so quoted or dealt, provided that they do not grant, directly or indirectly, management functions or any material influence in that company; and

13.2.2 until the expiration of *** from Completion, no member of the Seller's Group nor any of the Promoters shall (whether alone or jointly with another and whether directly or indirectly) solicit from any Group Company any Person who is or was at any time during the prior *** period, a Senior Employee with a view to inducing that Person to leave such employment or engagement with any Group Company or solicit or offer to employ any Person employed by the Purchaser or any of its Affiliates. Nothing in this Clause 13 is intended to restrict the ability of either of the Promoters or any member of the Seller's Group from:

(A) soliciting or employing any Senior Employee whose employment was terminated more than *** prior to such date or has ceased to be employed by any member of the Group for at least ***; or

(B) publishing and hiring through general advertisements or solicitation not specifically targeted to such Senior Employee.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

13.3 For the purposes of Clause 13.2.1(A) and 13.2.1(B), any transactions undertaken by members of the Seller's Group shall be aggregated and treated as undertaken by a single member.

13.4 The Purchaser covenants with the Seller that until the Completion Date (or, if Completion does not take place in accordance with this Agreement, until *** of the Longstop Date) neither the Purchaser, nor any of its Affiliates, shall, without the prior written consent of the Seller, solicit from any Group Company any Person who is a Senior Employee with a view to inducing that Person to leave such employment or engagement with any Group Company. Nothing in this Clause 13 is intended to restrict the ability of the Purchaser, nor any of its Affiliates, from:

13.4.1 soliciting or employing any Senior Employee whose employment was terminated *** prior to such date or has ceased to be employed by any member of the Group, the Agila Group or any member of the Seller's Group for ***; or

13.4.2 publishing and hiring through general advertisements or solicitation not specifically targeted to such Senior Employee.

Pending Completion and notwithstanding any of the provisions of this Clause 13.4, the Purchaser may solicit from any Group Company any Person who is a Senior Employee with a view to inducing that Person to leave such employment or engagement with any Group Company and employ solely in relation to any Senior Employee identified on Appendix 33, and the Seller and each Promoter confirms that by permitting the action set out in this paragraph to occur shall not be considered a breach of this Agreement or any other Transaction Document.

Benefit of Restrictions

13.5 The restrictions entered into by:

13.5.1 the Seller and each Promoter in Clause 13.2 are given to the Purchaser for itself and to its Affiliates and for each Group Company. The Seller and each Promoter agrees that any Group Company shall be able to enforce this provision against the Seller for the purposes of Clause 16.9; and

13.5.2 the Purchaser in Clause 13.4 are given to the Seller for itself and for each Seller Group Company. The Purchaser agrees that any Seller Group Company shall be able to enforce this provision against the Purchaser for the purposes of Clause 16.9.

13.6 The Seller and each Promoter hereby acknowledges that each restriction entered into by the Seller and each Promoter is an entirely independent restriction and is no greater than is reasonably necessary to protect the interests of the Purchaser and its Affiliates and does not bear harshly upon it. If any restriction entered by the Seller, each Promoter or the Purchaser shall be held void or unenforceable for any reason whatsoever but would be valid if deleted in part or reduced in its scope or application, then that restriction shall apply with such modifications as may be necessary to make it valid, effective and enforceable.

Exceptions

13.7 Notwithstanding Clause 13.2.1, the Promoters and members of the Seller's Group *** (as applicable) may undertake the following:

13.7.1 ***

13.7.2 ***

13.7.3 ***

13.7.4 ***

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

13.7.5 ***

13.7.6 ***

13.7.7 ***

13.7.8 ***

13.7.9 ***

13.8 Following Completion, and for a period of *** from the Completion Date, save as permitted by Clause 13.2.1, the Promoters shall be prohibited from acquiring any interest in, partnering with, forming a joint venture with, merging or combining with (a "**Combination Transaction**") a business which is a Competing Business. However, either of the Promoters may enter into a Combination Transaction with a Person where a Competing Business contributes less than 7.5% of its annual revenue, or *** (the "**Competing Division**"). In such case, the relevant Promoter must ensure that the Competing Division is disposed of as soon as practicable and in any event within *** from the date the relevant interest was acquired. The Purchaser agrees that, provided the Promoter complies with this provision, it will not be deemed to be in breach of Clause 13.2 in connection with the acquisition of such interest.

14. SELLER INDEMNITIES

14.1 Subject to Clause 14.2, from and after the Completion Date, the Seller shall indemnify, defend and hold harmless on an after-Tax basis the Purchaser and each of its respective officers, directors, employees, agents and Affiliates (including the Group Companies) (the "**Purchaser Indemnitees**"), from and against all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including the settlement of claims, reasonable attorneys', consultant and expert fees, the cost of investigation) which arise or result from or relate, directly or indirectly, to:

14.1.1 Environmental Proceedings, Environmental Requirements or Prudent Environmental Actions relating to:

(A) the presence of any Dangerous Substance in the Environment:

(1) at, on, under, migrating from or migrating to any Real Property as of or prior to the Completion Date, or

(2) at, on, under, migrating from or migrating to any property formerly owned or operated by the Seller or any Group Company in connection with the Agila Business during the period of said ownership or operation; or

(B) the discharge or emission of any Dangerous Substances in the Environment:

(1) at or from the Real Property as of or prior to the Completion Date, or

(2) from any property formerly owned or operated by the Seller or any Group Company in connection with the Agila Business during the period of said ownership or operation; or

(C) the transport or disposal of Dangerous Substances to or at any third-party location in connection with the operation of the Agila Business prior to the Completion Date; or

(D) the violation of any applicable Environmental Law by the Seller or by any Group Company in connection with the Agila Business or the operations at any Real Property as of or prior to the Completion Date,

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Claims, judgments, damages, penalties, fines, costs, liabilities and losses arising from the foregoing shall be deemed to be "**Environmental Losses**". Without limiting the foregoing, any environmental contamination identified during a Phase I or Phase II environmental investigation conducted by the Purchaser after the execution of this Agreement and prior to the Completion Date shall be eligible for the indemnification set forth herein (subject to the terms and conditions of Clause 14.2 and Schedule 9);

14.1.2 Unpaid Company Restructuring Expenses;

14.1.3 Unpaid Company Transaction Expenses;

14.1.4 the Seller's failure to terminate the Terminating RPTs at Completion in accordance with Clause 5.9;

14.1.5 any business retained by the Seller (excluding commercial arrangements or disputes between the Purchaser Indemnitees or the Group Companies, on the one hand, and the Seller Group, on the other hand, other than pursuant to the Transaction Documents);

14.1.6 ***

14.1.7 ***

14.1.8 ***

14.1.9 ***

14.1.10 ***

14.1.11 ***

14.1.12 ***

Environmental Losses

14.2 The Seller shall not be liable to the Purchaser for any Environmental Losses under Clause 14.1.1:

14.2.1 ***

14.2.2 ***

14.2.3 ***

14.2.4 ***

14.2.5 ***

14.2.6 ***

14.2.7 ***

14.2.8 ***

***

14.3 ***

15. SURVIVING PROVISIONS

On termination of this Agreement, other than Clauses 1 (*Interpretation*), this Clause 15 (*Surviving Provisions*), 16 (*Miscellaneous*), 17 (*Notices*), 18 (*Governing Law*) and 19 (*Arbitration*), all provisions shall automatically terminate with immediate effect and each Party's rights and obligations other than those specified in the above mentioned Clauses shall cease immediately on termination.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Such termination shall not affect the rights and obligations of the Promoters, the Seller or the Purchaser existing before termination.

16. MISCELLANEOUS

Announcements

16.1 Subject to the remaining provisions of this Clause 16.1, no Party shall release any announcement or, except as provided in this Agreement, despatch any announcement or circular, relating to this Agreement unless the form and content of such announcement or circular have been submitted to, and consented to in writing by, the other Parties (such consent not to be unreasonably withheld, conditioned or delayed). Nothing in this Clause 16.1 shall prohibit any Party from making any announcement or despatching any circular as required by law or the rules of the Bombay Stock Exchange, the NASDAQ Stock Market or of the National Stock Exchange of India or any other stock exchange or regulatory authority or body in which case, the announcement shall only be released or the circular despatched after consultation with the other Parties and after taking into account the reasonable requests of the other Parties as to the content of such announcement or circular.

Confidentiality

16.2 Each Party undertakes to the others that, subject to Clause 16.3, unless the prior written consent of the other Parties shall first have been obtained it shall, and shall procure that its officers, employees, advisers and agents shall keep confidential and shall not by failure to exercise due care or otherwise by any act or omission disclose to any Person, or use or exploit commercially for its or their own purposes, any of the confidential information of the other Parties. For the purposes of this Clause 16.2, "**confidential information**" is the contents of this Agreement, a Transaction Document and any other agreement or arrangement contemplated by this Agreement and:

16.2.1 information of whatever nature concerning the business, finances, assets, liabilities, dealings, transactions, intellectual property, know-how, customers, suppliers, processes or affairs of the other Parties, or any of their Affiliates from time to time; and

16.2.2 any information which is expressly indicated to be confidential in relation to the Party disclosing it (or in relation to any of its Affiliates from time to time);

which any Party may from time to time receive or obtain (verbally or in writing or in disk or electronic form) from any other Party as a result of negotiating, entering into, or performing its obligations pursuant to this Agreement and provided that such information concerning the Group in relation to the period before Completion shall not be confidential information of the Seller's Group following Completion but shall be confidential information of the Purchaser following Completion and, for the avoidance of doubt, such information concerning the Group in relation to the period after Completion shall be confidential information of the Purchaser.

16.3 The consent referred to in Clause 16.2 shall not be required for disclosure by a Party of any confidential information:

16.3.1 to its or its Affiliates' officers, employees, advisers and agents, in each case, as may be contemplated by this Agreement or, to the extent required to enable such Party to carry out its obligations under this Agreement and who shall in each case be made aware by such Party of its obligations under this Agreement and shall be required by such Party to observe the same restrictions on the use of the relevant information as are contained in Clause 16.2;

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

16.3.2 subject to Clause 16.4, to the extent required by Applicable Law or by the regulations of any stock exchange or regulatory authority or body to which such Party is or may become subject or pursuant to any order of court or other competent authority or tribunal;

16.3.3 to the extent that the relevant confidential information is in the public domain otherwise than by breach of this Agreement by any Party;

16.3.4 which is disclosed to such Party by a third party who is not in breach of any undertaking or duty as to confidentiality whether express or implied;

16.3.5 which that Party lawfully possessed prior to obtaining it from another;

16.3.6 to any professional advisers to the disclosing party who are bound to the disclosing party by a duty of confidence which applies to any information disclosed; or

16.3.7 to any other Party to this Agreement or pursuant to its terms.

16.4 If a Party becomes required, in circumstances contemplated by Clause 16.3.2, to disclose any information such Party shall (save to the extent prohibited by Applicable Law) give to the other Parties such notice as is reasonably practical in the circumstances of such disclosure and shall co-operate with the other Parties, having due regard to the other Parties' views, and to the extent legally permissible and reasonably practicable take such steps as the other Parties may reasonably require in order to enable it to mitigate the effects of any such disclosure.

No partnership

16.5 Nothing in the Agreement or in any document referred to in it shall constitute any of the Parties a partner of any other, nor shall the execution, completion and implementation of this Agreement confer on any Party any power to bind or impose any obligations to any third parties on any other Party or to pledge the credit of any other Party.

Assignment

16.6 Subject to Clauses 16.7 through to 16.8 (each inclusive), this Agreement shall be legally binding on and inure for the benefit of the successors, assigns and personal representatives of the Parties, but no Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Parties.

16.7 The Guarantor hereby guarantees in the terms set out in Schedule 6 to the Seller the punctual discharge by the Purchaser (which for the purpose of this Clause 16.7 shall be deemed to include any assignee of Purchaser) of its obligations of whatever nature under this Agreement or any other Transaction Documents to which it is a party (including any liabilities which the Purchaser may incur in connection with this Agreement or such other Transaction Documents and promises to pay on demand any sum (together with any interest accrued thereon) which the Purchaser is liable to pay under this Agreement or other Transaction Documents.

16.8 If at any time the Purchaser (which for the purpose of this Clause 16.8 shall be deemed to include any assignee of Purchaser) ceases to be wholly or substantially owned, directly or indirectly, by the Guarantor then before it ceases to be wholly or substantially owned, directly or indirectly, of the Guarantor, the Guarantor and the Purchaser shall each be under a duty to procure an assignment and transfer of the rights and obligations of the Purchaser under this Agreement or any other Transaction Documents to which it is a party to the Guarantor or another wholly or substantially owned, directly or indirectly, of the Guarantor.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Third party rights

16.9 Save as otherwise expressly provided herein, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a Person who is not a Party to this Agreement.

Entire agreement

16.10 Each of the Parties confirms on behalf of itself and its Affiliates that this Agreement and the Transaction Documents represent the entire understanding, and constitute the whole agreement, in relation to their subject matter and supersede and prevail over any previous agreements between the Parties with respect thereto and, without prejudice to the generality of the foregoing, exclude any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.

16.11 Each Party confirms on behalf of itself and its Affiliates that:

16.11.1 in entering into this Agreement it has not relied on any representation, warranty, collateral contract, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in this Agreement; and

16.11.2 in any event, without prejudice to any liability for, or remedy in respect of, fraud, fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation, warranty, collateral contract, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this Agreement or any other Transaction Document are those pursuant to this Agreement or such Transaction Document, and for the avoidance of doubt and without limitation, no Party has any other right or remedy (whether by way of a claim for contribution or otherwise) in tort (including negligence) or for misrepresentation (whether negligent or otherwise, and whether made prior to, and/or in this Agreement).

Unenforceable provisions

16.12 If any provision or part of this Agreement is void or unenforceable due to any Applicable Law, it shall be deemed to be deleted and the remaining provisions of this Agreement shall continue in full force and effect.

Effect of Completion

16.13 So far as it remains to be performed this Agreement shall continue in full force and effect after Completion. The rights and remedies of the Parties shall not be affected by Completion.

Waiver

16.14 The rights and remedies of the Parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any other Party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of the Parties. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

Variation

16.15 No variation of this Agreement (or any of the documents referred to in it) shall be valid unless it is in writing (which, for this purpose, does not include email) and signed by or on behalf of each of the Parties. The expression "variation" includes any amendment, variation, supplement, deletion or replacement however effected.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Counterparts

16.16 This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when executed and delivered shall be an original but all the counterparts together constitute one instrument.

No set-off, deduction or counterclaim

16.17 ***

Costs

16.18 The Parties shall pay their own costs in connection with the preparation and negotiation of this Agreement and any matter contemplated by it.

Language

16.19 This Agreement was negotiated in English and, to be valid, all certificates, notices, communications and other documents made in connection with it shall be in English. If all or any part of this Agreement or any such certificate, notice, communication or other document is for any reason translated into any language other than English the English text shall prevail. Each of the Parties understands English and is content for all communications relating to this Agreement to be served on it in English.

Time of the essence

16.20 Any date or period may be extended by mutual agreement between the Parties, but time shall be of the essence as regards any date or period originally fixed or any date or period extended pursuant to this Clause 16.20.

Timing of Execution

16.21 This Agreement shall be signed by way of separate counterparts first by the Seller and then by the Purchaser and shall be treated as executed only when the Purchaser signs its counterpart. Subject to clause 16.23 below, the Parties agree that this Agreement shall be dated as of the date in New York at the time the Purchaser signs its counterpart.

Further Assurances

16.22 Each of the Parties shall after Completion execute all such deeds and documents and do all such things as are required to perfect the transactions intended to be effected under, or pursuant to, this Agreement so as to give the Parties the full benefit of the provisions of this Agreement.

Amendment and Restatement

16.23 In consideration for accepting the rights and assuming the obligations ascribed to them under this Agreement, the Parties hereby agree that the Amended Agreement shall be amended and restated in its entirety in the form set out in this Agreement. The Parties hereby agree that this Agreement is executed on 4 December 2013 but that for all purposes it shall have an effective date of 27 February 2013.

17. NOTICES

17.1 A notice (including any approval, consent or other communication) in connection with this Agreement and the documents referred to in it:

17.1.1 must be in writing;

17.1.2 must be left at or delivered by courier to the address of the addressee and marked for the attention of the Person so specified, or to such other address and/or marked for the attention

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

of such other Person, as the relevant Party may from time to time specify by notice given in accordance with this Clause 17.

The relevant details of each Party at the date of this Agreement are:

Seller

Address: Corporate Office: Strides House, Bilekahalli, Bannerghatta Road, Bangalore - 560 076, India

Attention: Mr Arun Kumar, Group CEO and Managing Director and Nasser Kabir, Senior Vice President Legal

With a copy to: Alan Montgomery, Robert Moore and Marc Perkins at Herbert Smith Freehills LLP, Exchange House, Primrose Street, London EC2A 2EG.

Purchaser

Address: 1500 Corporate Drive Canonsburg, Pennsylvania 15317 U.S.A.

Attention: General Counsel

With a copy to: Mr Eric Cochran and Ms Marie Gibson at Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York 10036-6522

17.1.3 for the avoidance of doubt, notices sent by electronic mail (if sent) will not constitute valid service pursuant to this Clause 17.1.

17.2 In the absence of evidence of earlier receipt, any notice shall take effect from the time that it is deemed to be received in accordance with Clause 17.3.

17.3 Subject to Clause 17.4, a notice is deemed to be received:

17.3.1 in the case of a notice left at the address of the addressee, upon delivery at that address; and

17.3.1 in the case of a couriered notice on the third day after delivery to the courier service provider.

17.4 A notice received or deemed to be received in accordance with Clause 17.3 on a day which is not a Business Day or after 5 p.m. on any Business Day according to local time in the place of receipt, shall be deemed to be received on the next following Business Day.

17.5 Each Party undertakes to notify all of the other Parties by notice served in accordance with this Clause 17 if the address specified herein is no longer an appropriate address for the service of notices.

18. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

19. ARBITRATION

19.1 Except to the extent any dispute must be submitted to an expert for determination under any other provision of this Agreement, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, breach or termination (including any non-

contractual dispute or claim) ("**Dispute**") shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the London Court of International Arbitration then in force, which rules (the "**Rules**") are deemed to be incorporated by reference in this Clause 19.

19.2 The number of arbitrators shall be three.

19.3 The language of the arbitration shall be English.

19.4 The claimant (or claimant parties jointly) shall nominate one arbitrator and the respondent (or respondent parties jointly) shall nominate one arbitrator, both within fifteen (15) calendar days after the expiry of the period during which parties can exercise their right to joinder prior to the constitution of the Arbitral Tribunal or intervention. If the claimant or claimant parties and/or the respondent or respondent parties fail to nominate an arbitrator by that deadline, then the parties to the arbitration shall have thirty (30) additional calendar days to agree on a panel of three arbitrators. If they cannot agree by that deadline, all three arbitrators shall be appointed by the LCIA Court in accordance with the Rules.

19.5 The seat of the arbitration shall be London, England. The Parties expressly agree that leave to appeal under Section 45 or Section 69 of the English Arbitration Act 1996 may not be sought with respect to any question of law arising in the course of the arbitration or with respect to any award made.

19.6 The law of the arbitration agreement (including as to its scope and validity) shall be English law.

19.7 The Parties agree that no Proceedings shall be brought in the courts of India under or in connection with this Agreement (including non-contractual claims), save for the purpose of enforcing an arbitral award. The Parties agree that Part I of the Indian Arbitration and Conciliation Act 1996 shall have no application to any arbitration under this Clause 19 or any such enforcement proceedings.

19.8 Subject to Clause 19.7 above, the Parties submit to the non-exclusive jurisdiction of the English Courts located in London, England (the "**English Courts**") to compel arbitration, for any action in aid of arbitration or for interim or provisional remedies in aid of arbitration and for the enforcement of any arbitral award rendered hereunder. The Parties hereby unconditionally and irrevocably waive any right to stay or dismiss any such Proceeding brought before the English Courts on the basis of inappropriate or improper venue.

19.9 The Parties agree that the courts of England shall have exclusive jurisdiction with respect to any Proceedings to set aside an arbitral award. This shall not affect the right of any Party to bring Proceedings to enforce an arbitral award in any other court of competent jurisdiction.

Joinder

19.10 Each Party consents to be joined as a party to an arbitration commenced under a Related Agreement on the terms provided by this Clause 19. Each Party also consents to the joinder of any party to a Related Agreement to an arbitration commenced under this Agreement on the terms provided by this Clause 19.

19.11 Prior to the constitution of the Arbitral Tribunal in an Existing Dispute, any party to such Existing Dispute may effect joinder by serving notice on any party to this Agreement or a Related Agreement whom it seeks to join, provided that such notice is also sent to all other parties to the Existing Dispute and the LCIA Court within thirty (30) calendar days of service of the Request. The joined party will become a claimant or respondent party (as appropriate) to the Dispute and participate in the arbitrator appointment process in Clause 19.4 above.

19.12 After the constitution of the Tribunal in an Existing Dispute, any party to that Existing Dispute may apply to the Tribunal for a Joinder Order and promptly notify all parties to the Existing Dispute and

the party it seeks to join of that application. On hearing such application, the Tribunal may, if it considers that (i) there are issues in the arbitration that would make it logical to join such third party, and (ii) no party would be unduly prejudiced as a result of such joinder through undue delay or otherwise, make a Joinder Order. Notice of such Joinder Order must be given to all parties to the Existing Dispute, the joined party and the Registrar.

19.13 Each Party agrees to be bound by any award made by the Arbitral Tribunal in an Existing Dispute to which it is joined.

19.14 Any joined party may make a counterclaim against any party, provided that:

19.14.1 such counterclaim is based upon a Dispute substantially related to the Dispute in the relevant Request for Arbitration; and

19.14.2 such counterclaim is made by written notice to the LCIA Court and to all other parties within either thirty (30) calendar days from the receipt by such Party of the relevant Request for Arbitration or such longer time as may be determined by the LCIA Court or the arbitrators.

19.15 In this Clause 19, "**Related Agreement**" shall mean the Transaction Documents.

19.16 In order to facilitate the comprehensive resolution of related Disputes, all claims between any of the parties to this Agreement that arise under or in connection with this Agreement and any Related Agreement(s) may be brought in a single arbitration. Each Party consents to the consolidation of an arbitration commenced under this Agreement with an arbitration commenced under a Related Agreement on the terms provided by this Clause 19.

19.17 Any party to both a First-filed Dispute and Later Dispute(s) may apply to the Arbitral Tribunal appointed in the First-filed Dispute for a Consolidation Order in relation to any Later Dispute(s). That party must notify all parties to the First-filed Dispute and the Later Dispute of such application.

19.18 The Tribunal appointed in relation to the First-filed Dispute may, if it considers that (i) there are issues of fact or law common to the proceedings so that a consolidated proceeding would be more efficient than separate proceedings, and (ii) no party would be unduly prejudiced as a result of such consolidation through undue delay or otherwise, make a Consolidation Order on hearing such application.

19.19 If the Arbitral Tribunal of the First-filed Dispute makes a Consolidation Order it will immediately, to the exclusion of other tribunals, have jurisdiction to resolve finally the Later Dispute(s). The parties agree that they will be bound by the Consolidation Order and any subsequent orders and Awards issued in such circumstances.

19.20 Notice of the Consolidation Order must be given to any arbitrators already appointed in relation to the Later Dispute(s) and the Registrar. Any appointment of an arbitrator in relation to the Later Dispute(s) before the date of the Consolidation Order will terminate immediately and the arbitrator will be deemed to be functus officio. This termination is without prejudice to the validity of any act done or order made by that arbitrator or by the court in support of that arbitration before his appointment is terminated; his entitlement to be paid his proper fees and disbursements; and the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

19.21 Notwithstanding any other provision of this Clause 19, in the event of:

19.21.1 the joinder of any member of the Purchaser's Group to an Existing Dispute to which only Seller Group Companies and/or Promoters are parties; or

19.21.2 the joinder of any Seller Group Company or a Promoter to an Existing Dispute to which only members of the Purchaser's Group are parties; or

19.21.3 a Consolidation Order which would result in a member of the Purchaser's Group becoming a party to an arbitration which prior to consolidation had only Seller Group Companies and/or Promoters as parties; or

19.21.4 a Consolidation Order which would result in a Seller Group Company or a Promoter becoming a party to an arbitration which prior to consolidation had only members of the Purchaser's Group as parties,

the relevant party which is to be joined or which will become a party as a consequence of the Consolidation Order shall be entitled within twenty (20) calendar days of such joinder or Consolidation Order to give notice to all other parties to the relevant arbitration and the Registrar requesting the constitution of a new Arbitral Tribunal. In such event, Clause 19.4 above shall apply to the constitution of the new Tribunal, save that the fifteen (15) calendar day period for party nomination shall commence upon the request for a new Tribunal to be constituted.

19.22 The Parties agree that in the event of any joinder or consolidation of proceedings, at the application of any Party to the proceedings the LCIA Court shall be requested on behalf of all Parties to fix separate advances on costs in respect of each claim, counterclaim or cross-claim in the proceedings, and the Parties hereby give their consent to any such application.

19.23 Any joined party shall be bound by any award rendered by the Arbitral Tribunal even if such party chooses not to participate in the arbitral proceedings.

19.24 Except as otherwise provided in Clause 19.21 herein, each of the Parties waives any objection on the basis of a Consolidation Order, Joinder or Joinder Order to the validity and/or enforcement of any award made by the Arbitral Tribunal following any Consolidation Order, Joinder or Joinder Order. For the avoidance of doubt, this includes a waiver of any objection that Joinder or consolidation has resulted in a Party being deprived of the right to play a role in the nomination of arbitrator(s).

19.25 For the avoidance of doubt, where an arbitral tribunal is appointed under this Agreement or any Related Agreement, the whole of its award (including any part relating to any Related Agreement) is deemed for the purposes of the New York Convention on the Recognition and Enforcement of Arbitral Awards 1958 to be contemplated by this Agreement and that Related Agreement.

Service of Process

19.26 The Seller irrevocably appoints Agila Specialties UK Limited as its agent for service of process in connection with any Dispute. If requested by the Purchaser, the Seller will appoint a new agent for service of process with effect from Completion. The relevant details of Agila Specialties UK Limited are as follows:

The Director
Agila Specialties UK Limited
New Bridge Street House,
30-34, New Bridge Street,
London EC4V 6BJ, UK

19.27 The Purchaser irrevocably appoints Generics (U.K.) Limited as its agent for service of process in connection with any Dispute. The relevant details of Generics (U.K.) Limited are as follows:

Generics (U.K.) Limited (t/a Mylan), FAO John Munson, Managing Director, Albany Gate, Darkes Lane, Potters Bar, Herts EN6 1AG.

19.28 The Seller and the Purchaser agree that any document may be effectively served on them in connection with a Dispute in England and Wales by service on that Party's agent. A copy of the document served on an agent shall be sent by post to the relevant Party. Failure or delay in so doing shall not prejudice the effectiveness of the service on such agent.

IN WITNESS of which the Parties have amended and restated this Agreement on 4 December 2013 but with an effective date of 27 February 2013.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

SCHEDULE 1

DETAILS OF THE GROUP

PART 1

THE COMPANY

Name:	**Agila Specialties Global Pte. Ltd.**
Registered number:	201223959H
Company status:	Private limited company
Country of incorporation:	Singapore
Date of incorporation:	28 September 2012
Registered office:	8 Cross Street, # 10-00, PWC Building, Singapore – 048424
Issued share capital:	S$100 comprising 100 ordinary shares
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*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

PART 2

THE SUBSIDIARIES

Name:	**Agila Australasia Pty Ltd**
Registered number:	154 055 339
Company status:	Australian proprietary company
Country of incorporation:	Australia
Date of incorporation:	2 November 2011
Registered office:	8-12 Ordish Road, Dandenong, South Victoria 3175, Australia
Issued share capital:	2000 fully paid ordinary shares of AU$1.00 each
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*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Name:	**Agila Especialidades Farmacêuticas Ltda**
Registered number:	CNPJ: 11.643.096/0001-22 NIRE: 3320858940-3
Company status:	Limited liability company
Country of incorporation:	Brazil
Date of incorporation:	25 February 2010
Registered office:	Estrada Doutor Lourival Martins Beda No.1118 (Parte), Bairro Donana, Campos Dos Goytacazes, Rio de Janeiro, CEP 28.110.000, Brasil
Corporate office:	City of Rio de Janeiro, State of Rio de Janeiro, at Avenida João Cabral de Melo Neto, 400, rooms 603 and 604, Zip Code, 22775-057, Brazil
Issued share capital:	75,056,452 fully paid quotas of R$1.00 each
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*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Name:	**Agila Jamp Canada Inc.**
Registered number:	814560-1
Company status:	Corporation
Country of incorporation:	Canada
Date of incorporation:	20 March 2012
Registered office:	1380 Newton, Bureau 203 Boucherville, Quebec J4B 5H2
Issued share capital:	100 fully paid shares of CA$1.00 each
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*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Name:	**Agila Marketing e Distribuição de Produtos Hospitalares Ltda**
Registered number:	CNPJ/MF:[1] 05.656.727/0001-45
	NIRE:[2] 3320713230-2
Company status:	Limited liability company
Country of incorporation:	Brazil
Date of incorporation:	19 May 2003
Registered office:	City of Serra, State of Espírito Santo, at Av. Talma Rodrigues Ribeiro, 147, storage 3, room 12 Zip Code 29173-795, Brazil
Corporate office:	City of Rio de Janeiro, State of Rio de Janeiro, at Avenida João Cabral de Melo Neto, 400, rooms 603 and 604, Zip Code, 22775-057, Brazil
Issued share capital:	11,754,265 fully paid quotas of R$1.00 each
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CNPJ: National Register of Legal Entities (*Cadastro Nacional de Pessoas Jurídicas*).

NIRE: Corporate Enrollment Number (Número de Inscrição do Registro de Empresa).

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Name:	**Agila (NZ) Pty Limited**
Registered number:	3719857
Company status:	Limited liability company
Country of incorporation:	New Zealand
Date of incorporation:	8 February 2012
Registered office:	The Business Advisory Group Limited, Level 13, 34 Shortland Street, Auckland, 1010, New Zealand
Issued share capital:	100 shares of NZ$1.00 each
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*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Name:	**Agila Specialties Americas Limited**
Registered number:	HE 309136
Company status:	Limited liability company
Country of incorporation:	Cyprus
Date of incorporation:	11 July 2012
Registered office:	Julia House, 3 Themistokli Dervi Street, 1066 Nicosia, Cyprus
Issued share capital:	2000 ordinary shares of EUR1.00 each
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*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Name:	**Agila Specialities Pharma Corporation**
Registered number:	Quebec Enterprise Number: 1022419761 Revenu Quebec Identification Number: 1148623524 Industry Canada: 361047-1
Company status:	Corporation
Country of incorporation:	Canada
Date of incorporation:	19 April 1999
Registered office:	1205 Rue Ampere, Porte 206, Boucherville, Quebec, J4B 7M6
Issued share capital:	10,000 fully paid shares of CA$1.00 each
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*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Name:	**Agila Specialties Polska sp.zo.o**
Registered number:	0000239429
Company status:	Limited liability company
Country of incorporation:	Poland
Date of incorporation:	9 August 2005
Registered office:	ul. Daniszewska 10, Warszawa 03-230, Poland
Issued share capital:	9,406 shares of PLN6,734.01 each
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*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Name:	**Agila Specialties UK Limited**
Registered number:	8331686
Company status:	Private limited company
Country of incorporation:	UK
Date of incorporation:	14 December 2012
Registered office:	New Bridge Street House, 30-34 New Bridge Street, London EC4V 6BJ
Issued share capital:	1 share of £1.00
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*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Name:	**Farma Plus AS**
Registered number:	983 413 854
Company status:	Private limited company
Country of incorporation:	Norway
Date of incorporation:	20 April 2001
Registered office:	Sorkedalsveien 10 B, 0369 Oslo, Norway
Issued share capital:	NOK 600,000 divided into 6000 shares of NOK100 each
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*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Name:	**Onco Laboratories Limited**
Registered number:	HE 205887
Company status:	Limited liability company
Country of incorporation:	Cyprus
Date of incorporation:	20 August 2007
Registered office:	Themistokli Dervi, 3 Julia House 1066, Nicosia, Cyprus
Issued share capital:	4,000 fully paid ordinary shares of EUR1.00 each
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*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Name:	**Agila Farmacêutica Participações Ltda (formerly known as Strides Farmacêutica Participações Ltda)**
Registered number:	CNPJ/MF 11.655.193/0001-35
	NIRE: 3320859110-6
Company status:	Limited liability company
Country of incorporation:	Brazil
Date of incorporation:	26 February 2010
Registered office:	City of Rio de Janeiro, State of Rio de Janeiro, at Avenida João Cabral de Melo Neto 400, rooms 603 and 604, Zip Code 22775-057, Brazil
Issued share capital:	1,957,990 fully paid quotas of R$1.00 each
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*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Name:	**Agila Specialties Inc. (formerly known as Strides Inc.)**
Registered number:	0100791546
Company status:	Corporation
Country of incorporation:	USA
Date of incorporation:	30 August 1999
Registered office:	201, South Mains Street, Suite 3, Lambertville, New Jersey 08530
Issued share capital:	22,262,753 shares of US$0.543 each
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*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Name:	**Agila Specialties (Holdings) Cyprus Limited (formerly known as Strides Specialties (Holdings) Cyprus Limited)**
Registered number:	HE 255017
Company status:	Limited liability company
Country of incorporation:	Cyprus
Date of incorporation:	21 September 2009
Registered office:	Themistokli Dervi, 3 Julia House 1066, Nicosia, Cyprus
Issued share capital:	15,080 fully paid ordinary shares of US$1.00 each
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*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Name:	**Catalist Pty Ltd**
Registered number:	153 768 855
Company status:	Australian proprietary company
Country of incorporation:	Victoria, Australia
Date of incorporation:	17 October 2011
Registered office:	EGA Corporate Advisers Pty Ltd, Level 18, 499 St Kilda Road, Melbourne VIC 3004
Issued share capital:	121 ordinary shares of AU$1.00 EACH
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*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

SCHEDULE 2

CONDITIONS

1. CONDITIONS FOR THE BENEFIT OF PURCHASER AND SELLER

There shall be no:

(a) injunction, order, Proceeding or decree of any nature of any Governmental Authority of competent jurisdiction that is in effect that prevents the consummation of the transactions contemplated by this Agreement; or

(b) Applicable Law that is in effect that prevents the consummation of the transactions contemplated by this Agreement.

For purposes of this paragraph 1, the terms below will have the definitions set forth in this paragraph, instead of the definitions set forth in Schedule 12:

"**Governmental Authority**" shall mean any multinational, national, federal or state government, or any entity, authority, agency, ministry, commission, tribunal, arbitral body, court or other similar body exercising executive, legislative, judicial, taxing, regulatory or administrative authority or functions of such government, including any authority or quasi- governmental entity established to perform any of these functions; and

"**Proceeding**" shall mean any action, litigation or suit (whether civil, criminal, administrative, judicial or investigative) commenced or brought, by or before any Governmental Authority.

2. PURCHASER'S CONDITIONS

2.1 Each of the Seller Warranties and each of the Promoter Warranties (disregarding any reference to materiality or Material Adverse Effect contained therein) shall be true and correct when made and as of the Completion Date as though made at such date (except that any Seller Warranties and any Promoter Warranties that are made as of a specified date shall be true and correct only as of such specified date), in each case except where any failure of such Seller Warranties and Promoter Warranties to be so true and correct is not, a Material Adverse Effect, provided however that each of the Fundamental Seller Warranties and the Fundamental Promoter Warranties shall be true and correct in all respects when made and as of the Completion Date.

2.2 There being no breach of the obligations (and for the avoidance of doubt excluding breach of a Seller Warranty or a Promoter Warranty) required to be performed under this Agreement which would individually or in aggregate constitute a material breach of this Agreement at Completion.

2.3 No Material Adverse Effect has occurred since the date of this Agreement and continues to exist at Completion.

2.4 The consents and amendments set out in Appendix 16 shall have been obtained in accordance with Appendix 16.

2.5 The Novations set forth in paragraph (A) (1) and (2) of Appendix 17 shall have been effected to the reasonable satisfaction of the Purchaser in the manner contemplated in Appendix 17.

2.6 The Brazil JV Interest Purchase Agreements having been executed and are wholly unconditional in accordance with their terms such that they are capable of being closed in accordance with their terms within 24 hours of Completion.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

2.7 The Seller, the Purchaser and the CEV Escrow Agent shall have entered into the CEV Escrow Agreement in accordance with Clause 3.7A and the CEV Escrow Side Letter.

2.8 The Final Individual Accounts will not show a material adverse difference from the Draft Individual Accounts, when taken in the context of the Group as a whole.

2.9 The Final Limited Review Accounts will not show a material adverse difference from the Draft Limited Review Accounts.

2.10 The Seller and the Purchaser shall have entered into the Regulatory Escrow Agreement in accordance with Clause 3.7B and the Seller, the Purchaser, SAL and the India Purchaser shall have entered into the Regulatory Escrow Side Letter.

3. REGULATORY APPROVALS

3.1 Insofar as the Transaction, in whole or in part, gives rise to:

(a) a notification obligation under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 ("**HSR Act**"), the notifications of the Seller and the Purchaser pursuant to the HSR Act having been made to the USA Federal Trade Commission or the U.S. Department of Justice, Antitrust Division; and

(b) any other mandatory merger control notification obligation in any jurisdiction where the Company has made material sales since 1 January 2012, all such mandatory merger control filings having been made to the relevant Competition Authority in respect of the Transaction, provided that for this purpose, sales in a jurisdiction shall be deemed to be material if sales revenues generated in that jurisdiction exceeded ***.

3.2 In respect of any notification obligation arising under paragraphs 3.1.1 and 3.1.2 of this Schedule 2:

(a) all consents and approvals of any such Competition Authority which are required to be obtained before the Transaction may be completed having been obtained either unconditionally or subject to such Commitments as shall be reasonably acceptable to the Seller and the Purchaser and in accordance with Clause 4.4 of this Agreement; or

(b) all applicable mandatory waiting periods and any extensions thereof in connection with the relevant notification having expired or been terminated.

3.3 The Seller shall have delivered evidence that the registration of the equity participation held by the foreign existing shareholders is regular before the Brazilian Central Bank (RDE-IED), effective as of Completion, in a form reasonably acceptable to the Purchaser, for the following companies:***.

4. AGREED CONDITIONS

Such other matters as the Parties agree in writing will constitute Conditions for the purposes of this Agreement.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

SCHEDULE 3

CONDUCT OF BUSINESS BEFORE COMPLETION

Without limiting and without prejudice to Clauses 5.1 through 5.13 (inclusive), until Completion the Seller shall, within the confines of Applicable Law, ensure that, without the prior written consent of the Purchaser (and for this purpose, the Purchaser agrees, when determining whether to give consent, that it shall act reasonably and that such decision will not be unreasonably delayed) no Group Company shall, and (where applicable) the Seller shall not for and on behalf of a Group Company:

1. create, allot or issue any share or loan capital or other security or agree, arrange or undertake to do any of those things;

2. give or agree to give any option, right to acquire or call (whether by conversion, subscription or otherwise) in respect of any of its share or loan capital;

3. merge or consolidate with a corporate body or any other Person, enter into any demerger transaction or participate in any other type of corporate reconstruction;

4. in each case, save to the extent permitted by paragraph 10 below, acquire, transfer, assign, pledge, mortgage, lease, sell or dispose of, or agree to acquire, transfer, assign, pledge, mortgage, lease, licence, enter into a partnership, joint venture or similar arrangement with regard to, sell or dispose of, any material assets (whether tangible or intangible), including rights to products or pipeline products, businesses or undertakings or suffer to exist any Encumbrance thereon (other than security interests created in the Ordinary Course of Business and in compliance with any other provisions of this Schedule 3) or assume or incur, or agree to assume or incur, any material liability or obligation outside the Ordinary Course of Business, in excess of ***;

5. pass any resolution by its members in general meeting or make any alteration to its articles of association;

6. declare, authorise, make or pay any dividend or other distribution (whether in cash, stock or in kind);

7. save in relation to Tenders, enter into any material contract or arrangement which is incapable of being terminated within *** without any termination, breakage or other costs or could reasonably be expected to involve annual revenue of US$*** or annual committed expenditure or liability which exceeds, in each case, US$***;

8. submit Tenders outside the Ordinary Course of Business or which are expected to involve annual revenue in excess of US$***;

9. enter into any contract or agreement containing any provision imposing non-compete, non- solicit, exclusivity, right of first offer, right of first refusal, most favoured nation refundable payment obligations, capacity preference or priority obligations or similar obligations, undertakings or restrictions, in each case, in relation to any pharmaceutical related products or services, and with regard to anything else, to the extent the restrictions are material;

10. save for Permitted Capex, create any borrowing or other Debt in excess of US$*** otherwise than pursuant to trade financing in the Ordinary Course of Business;

11. enter into any transaction or arrangement with any Person otherwise than at arms' length or enter into any transaction with a related party;

12. make any proposal for or adopt a plan of complete or partial winding up, dissolution, liquidation, merger, consolidation, restructuring, recapitalization or the reorganization of any Group Company;

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13. redeem or purchase any shares or reduce its issued share capital, or any uncalled or unpaid liability in respect thereof, or any capital redemption reserve, share premium account or other reserve that is not freely distributable;

14. make any advance, loan or deposit of money other than in the Ordinary Course of Business or cancel, release or assign any indebtedness in excess of US$*** owed to it;

15. materially change its policies or practices in respect of debtors and/or payment of creditors;

16. lease, license or part with or share possession or occupation of any Real Property held or occupied or which may be acquired by any Group Company or enter into an agreement or arrangement to do so;

17. vary, amend, supplement, assume, replace, waive any material provision of, terminate or otherwise modify any contracts involving annual revenue in excess of US$***;

18. fail to take any action necessary to protect or maintain the Intellectual Property of any Group Company;

19. with respect to the Intellectual Property of any Group Company and with respect to any rights to the Intellectual Property granted under any contract: (A) transfer, assign or license to any Person any rights to such Intellectual Property; (B) abandon, permit to lapse or otherwise dispose of any Intellectual Property; (C) grant any Encumbrance on any Intellectual Property; (D) disclose or agree to disclose to any Person, other than representatives of the Purchaser, any Know-how, trade secret or other confidential information, idea, invention, proprietary process, formulae, model or methodology; or (E) make any material changes in or to the Intellectual Property that reasonably could be expected to impair such Intellectual Property or the Purchaser's rights with respect thereto in any material respect;

20. in relation to any claim or Proceedings exceeding US$***, initiate, settle, waive or abandon any claim, litigation, arbitration or other Proceedings or make any admission of liability by or on behalf of any Group Company (i) except in relation to debt collection in the Ordinary Course of Business; and (ii) save that any member of the Group may take any reasonable action in relation to patent matters connected with Paragraph IV Challenges provided that such action does not and will not have a material adverse effect on the Agila Business or the anticipated revenue and profits attributable to the products related thereto;

21. with respect to all tangible assets of each Group Company, fail to maintain any such assets in a state of repair, order and condition consistent in all material respects with their operation in the Ordinary Course of Business, usual and ordinary wear and tear excepted;

22. knowingly take any action which may invalidate any of its policies of insurance or take out any replacement policies of insurance (other than renewals of the policies of insurance on substantially the same commercially reasonable and available terms as those in force at the date of this Agreement);

23. with respect to the Agila Business, (i) make any material change in the selling, distribution, advertising, terms of sale or collection practices that are inconsistent in any material respect with the Ordinary Course of Business, (ii) enter into any material business practices, programs or long-term allowances not previously used in the Ordinary Course of Business, (iii) engage in the practice of "channel stuffing" or any program, activity or other action (including any rebate, discount, chargeback or refund policy or practice), that, in any such case, would reasonably be expected to result, directly or indirectly, in purchases of products that are in excess of normal customer purchasing patterns consistent with the Ordinary Course of Business during the twelve (12) months prior to the date of this Agreement or not in accordance with stated terms of customer agreements or purchase

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pattern reasonably expected by the Seller or (iv) materially change inventory ordering patterns outside of normal production plans or outside the Ordinary Course of Business;

24. fail to pay accounts payable and other obligations of the Agila Business in the Ordinary Course of Business other than those disputed in good faith;

25. change or take any action to change (except as required by Applicable Law) its statutory appointed auditors or make any change to: (i) its accounting practices or policies (including procedures with respect to revenue recognition); (ii) any material assumption underlying, or method of calculating, any bad debt contingency or other reserve, except in each case where such change is recommended by its auditors as a consequence of a change in generally accepted accounting practices or policies applicable to companies carrying on businesses of a similar nature, or as a consequence of a change in Applicable Law;

26. create or amend any employee share scheme and/or grant or issue any options or other equity-based awards under any such scheme;

27. save in relation to up to *** new personnel proposed to be employed in connection with the new facility in Singapore and expansion projects in Bangalore, increase the number of Employees by more than *** Employees;

28. make any change in terms of employment (including pension fund commitments) other than those required by Applicable Law which would increase the aggregate staff costs of the Group by more than ***, per annum;

29. except for merit increases, bonus payments or promotions made in the Ordinary Course of Business and consistent with past practices, grant any increase in the compensation (including incentive or bonus compensation) of any Employee, or institute, adopt or amend any Employee plan, or otherwise amend the terms and conditions of employment (including remuneration, pension entitlements and other benefits) of any Employee;

30. save for cause (other than in relation to Senior Managers), give notice of termination of employment or dismiss any Senior Employee or a number of Employees that exceeds ***;

31. (A) transfer any Employee from the Agila Business to a non-Agila Business or (B) transfer any person who is not an Employee from a non-Agila Business to the Agila Business;

32. communicate with any Employees regarding the compensation, benefits or other treatment that they will receive from Purchaser or any Group Company post Completion in connection with the transactions contemplated hereby, unless any such communications have been reviewed and approved by the Purchaser. To the extent that such communication is mandated by Applicable Laws, the Seller or the applicable member of the Seller's Group shall first use all reasonable endeavours to ensure that the Purchaser has a reasonable opportunity to review and approve any such communication;

33. terminate, cancel, amend, waive, modify or fail to maintain or otherwise comply with any Governmental Authorisations applicable to the Agila Business other than those that are immaterial;

34. take any action which is inconsistent with the provisions of any Transaction Document or with the implementation of the transactions contemplated thereby;

35. adopt, modify or participate in any pension scheme (other than its existing pension schemes);

36. (i) make, revoke or amend any Tax election or settle or compromise any Tax liability or agree to an extension or waiver of the limitation period to any Tax claim made by any Tax Authority or grant any power of attorney with respect to Taxes or enter into any closing agreement with respect to any

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Tax; (ii) change any method of accounting for Tax purposes; or (iii) file any amended income Tax Return or other material amended Tax Return; or

37. agree, whether in writing or otherwise, to do any of the foregoing or take, or commit to take, any action that would result in the occurrence of any of the foregoing.

For the purposes of determining any monetary amount set forth in this Schedule 3, amounts in currencies other than US$ shall be converted into US$ at the end of day closing price London time, as reported on Bloomberg page WCV.

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SCHEDULE 4

NET DEBT STATEMENT AND WORKING CAPITAL STATEMENT

1. INTERPRETATION

1.1 For the purposes of this Schedule 4, the following additional terms are defined:

"**Accounting Policies**" the accounting policies in accordance with Indian GAAP, consistently applied, consistent with the same accounting principles, policies, procedures, categorisations, definitions, methods, practices and techniques adopted in the PCFS;

"**Accrued Liabilities**" represents the Specialty Entities' liabilities owed for expenses or other purchases incurred in the ordinary course of business, including but not limited to amounts owed to suppliers and service providers, amounts relating to manufacturing and operating expenses, goods in transit, accrued salaries, wages, bonuses and other employee related obligations, accruals for materials, obligations for goods received but not invoiced, statutory accruals, provisions for expenses and other liabilities. Accrued Liabilities will exclude amounts treated as Debt or Trade Payables;

"**Bank Debt**" the amounts outstanding under all bank loans and bank facilities (including any accrued but unpaid interest thereon), and any costs and expenses (including Taxes) related thereto, including as set out in Appendix 3 at Completion;

"**Capex Reimbursement Amount**" means all capital expenditures for the Specialty Entities specifically incurred and paid for by the Seller and/or Specialty Entities between the date of this Agreement and the Completion Date, that relate to the Singapore location, and certain other items, to be agreed by the Parties, up to *** in accordance with the Approved Capital Expenditure Budget;

"**Cash**" cash (whether in hand or credited to any account with any financial or similar institution or organisation) and cash equivalents of the Group Companies (including all interest accrued thereon) at the Relevant Time determined in accordance with paragraph 2 of this Schedule 4, including:

(a) marketable securities and short term investments;

(b) cheques received by, honored and made payable to any of the Group Companies prior to Completion;

but excluding:

(c) any cash and cash equivalents held by any of the Group Companies on trust on behalf of any customer;

(d) any cash overdraft amounts and the amounts of any cheques issued on any accounts of any of the Group Companies; and

(e) Repatriation Costs;

"**Completion Balance Sheet**" the unaudited combined balance sheet (in the form set out in this Schedule 4) of the Company as at the Relevant Time;

"**Customer Payback Amount**" means ***;

"**Debt**" the sum of the following (without double counting) determined in accordance with paragraph 2 of this Schedule 4:

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(a) the aggregate amount at the Relevant Time of all outstanding principal amounts (whether or not due and payable at that time and including accrued but unpaid interest) of the Group under or in respect of:

(i) Bank Debt;

(ii) Hire Purchase Leases;

(iii) current Tax Liabilities (net of advances and prepayments) (actual and accrued) for each Group Company for the period up to Completion; and

(iv) amounts owed by any Group Company in respect of the Related Party Loans (net of amounts owed to any Group Company in respect of the Related Party Loans),

but excluding any such amounts outstanding under the Trade Payables as at Completion;

(b) the aggregate amount of any break fees and other termination costs which are required to be paid by a Group Company in connection with the payment or repayment prior to, at or in connection with Completion of any amounts referred to in paragraph (a) above; and

(c) the aggregate amount at the Relevant Time of any other borrowings and other indebtedness of a Group Company, including by way of acceptance credits, letters of credit, discounting or similar facilities, loan stocks, bonds, debentures, debt securities (including any related interest accruals and payments in kind), notes, debt or inventory financing, or other similar or analogous financing arrangements, all security, guarantee, surety, collateral and deposit arrangements, together with any accrued but unpaid interest thereon, as applicable, deferred or contingent consideration, (including the Aspen licensing obligations and Star Drugs purchase consideration to the extent relevant to the Group Companies), lease buyout obligations, unfunded pension liabilities including leave encashment and gratuity obligations, accounts payable for capital expenditures between the date of this Agreement and Completion that are not part of the Capex Reimbursement Amount, and all other accounts payable balances outstanding for 180 days or more, and leases, any Related Party Loans (including amounts owed for guarantee commissions, management fees and any outstanding redeemable preference equity shares), finance leases, capital leases, overdrafts, sale and lease back arrangements or any other arrangement the purpose of which is to borrow money), together with interest rate, currency or other swaps or hedging arrangements, hedging obligations, bills of exchange, recourse obligations on factored debts and obligations under derivative instruments and net intercompany payables. An illustrative schedule of Debt as of September 30, 2012 is set out in Appendix 18;

plus:

(d) ***

minus:

(e) ***

"**Estimated Cash**" the Seller's good faith estimate of Cash at the Relevant Time based on the information available at the time such calculation is made and taking into account the Accounting Policies;

"**Estimated Completion Balance Sheet**" the Seller's good faith estimated Completion Balance Sheet at the Relevant Time in the form set out in this Schedule 4 based on the information available at the time such balance sheet is prepared and taking into account the Accounting Policies;

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"**Estimated Debt**" the Seller's good faith estimate of Debt of the Group Companies at the Relevant Time based on the information available at the time such calculation is made and taking into account the Accounting Policies;

"**Estimated Net Working Capital**" the Seller's good faith estimate of the Net Working Capital at the Relevant Time based on the information available at the time such calculation is made and taking into account the Accounting Policies;

"**Estimated Target Days' Sales**" is equal to Product Sales for the most recent completed calendar three month period prior to the month in which the Completion Date occurs, divided by the number of days in that same three month period;

"**Estimated Target Net Working Capital**" is equal to the sum of (i) *** multiplied by the Estimated Target Days' Sales, minus the Target Accrued Liabilities based on the information available at the time such calculation is made taking into account the Accounting Policies and (ii) ***;

"**Estimated Working Capital Shortfall**" is the amount of the difference between the Estimated Target Net Working Capital and the Estimated Net Working Capital if the Estimated Target Net Working Capital is greater than the Estimated Net Working Capital, or US$0 if the Estimated Net Working Capital is equal to or greater than the Estimated Target Net Working Capital;

"**Estimated Unpaid Change in Control Payments**" the Seller's good faith estimate of the Unpaid Change in Control Payments at the Relevant Time based on the information available at the time such calculation is made and taking into account the Accounting Policies;

"**Hire Purchase Leases**" all liabilities in respect of the capital element of the hire purchase leases set out at Appendix 5;

"**Inventory**" represents the Specialty Entities raw materials, work in process and finished goods, net of reserves for expired product, and excess and obsolete amounts, calculated consistently with past practices and in accordance with the Accounting Policies;

"**Net Working Capital**" is equal to the sum of Sundry Debtors and Inventory less the sum of Trade Payables and Accrued Liabilities, at the Relevant Time based on the information available at the time such calculation is made taking into account the Accounting Policies;

"**Post-Completion Statement**" a statement setting forth the Purchaser's good faith calculation of the (A) Cash, (B) Debt, (C) Net Working Capital, (D) the Unpaid Change in Control Payments and (E) the Customer Payback Amount in each case as at the Relevant Time;

"**Pro Forma Combined Financial Statements of the Specialties Business**" or "PCFS" means the combined balance sheet, combined profit and loss account and the significant accounting policies and explanatory notes of the subsidiaries and joint ventures of SAL which are considered Specialty Entities;

"**Product Sales**" is equal to total product revenues excluding development and licensing revenues on a basis consistent with such amounts as reported in Schedule K of the Historical Limited Review Accounts and Draft Limited Review Accounts;

"**Purchaser's Accountants**" PricewaterhouseCoopers LLP;

"**Related Party Loans**" all loans owed by or to a Group Company to or by any member of the Seller's Group or to or by any other Group Company (as the case may be) and any other loans or similar arrangements including amounts included in the corporate control account between any Group Company, any Seller Group Company and/or the Promoters, including any interest accrued thereon and any costs and expenses (including Taxes) related thereto;

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"**Relevant Time**" 11.59pm Indian Standard Time on the Business Day before the Completion Date;

"**Repatriation Costs**" any costs related to transferring cash from one tax jurisdiction to another;

"**Seller's Accountants**" Deloitte, Haskins & Sells;

"**Specialty Entities**" has the same meaning as in the Deloitte Review Report and PCFS for the Draft Limited Review Accounts;

"**Sundry Debtors**" represents the Specialty Entities amounts due from trade sales of products made in the ordinary course of business, net of any reserves for returns or uncollectible amounts and will exclude unbilled and billed receivables relating to development & licensing revenues, calculated consistently with past practices and in accordance with the Accounting Policies;

"**Target Accrued Liabilities**" is equal to ***;

"**Target Days' Sales**" is equal to Product Sales for the 3 months ended on the Completion Date, divided by the number of days in that same three month period;

"**Target Net Working Capital**" is equal to the sum of (i) *** multiplied by the Target Days' Sales, minus the Target Accrued Liabilities and (ii) ***;

"**Trade Payables**" represents the Specialty Entities obligations for amounts owed for the purchase of goods and services arising in the ordinary course of business, net of advances to suppliers for the purchase of goods, calculated consistently with past practices and in accordance with the Accounting Policies;

"**Unpaid Change in Control Payments**" payments that any Specialty Entity is contractually obliged to make as a result of Completion (i) to any Employees or Consultant pursuant to the terms of any Specialty Entity Benefit Plan (ii) pursuant to the express terms of the Third Party Terminating Contracts, in the case of (i) and (ii) that remain unpaid as of the Relevant Time (such Unpaid Change in Control Payments to be reduced by the amount of such payments as equals any Service Tax chargeable in respect of the matters giving rise to those payments which are recoverable (whether by way of credit or refund and whether by Group Company or by any member of the fiscal group of which it is a member) but only to the extent such amounts are actually recovered; provided, that no Agila USA CEO Payments shall be deemed to be Unpaid Change in Control Payments;

"**Working Capital Shortfall**" is the amount of the difference between the Target Net Working Capital and the Net Working Capital if the Target Net Working Capital is greater than the Net Working Capital, or US$0 (zero) if the Net Working Capital is greater than or equal to the Target Net Working Capital;

1.2 ***

1.3 It is agreed that items or amounts categorised or falling under more than one defined term in this Schedule 4 shall not be double counted.

2. PREPARATION OF NET DEBT STATEMENT AND WORKING CAPITAL STATEMENT

2.1 The Purchaser shall, as promptly as practicable and in any event no later than seventy-five (75) calendar days after Completion, prepare and deliver to the Seller the draft Completion Balance Sheet and the draft Post-Completion Statement.

2.2 The Seller and the Seller's Accountants shall be entitled to review all books, records and papers of the each Group Company which are relevant for the purposes of preparing the draft Completion Balance Sheet and draft Post-Completion Statement and matters arising therefrom and the Purchaser shall use reasonable endeavours to have the Purchaser's Accountants and appointed statutory auditors

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of the Specialty Entities provide to the Seller and the Seller's Accountants all reasonable assistance to prepare and review the draft Completion Balance Sheet and draft Post-Completion Statement, including reasonable access to all working papers used to prepare the same.

2.3 The Seller shall notify the Purchaser in writing within fifteen (15) calendar days of receipt of the draft Completion Balance Sheet and draft Post-Completion Statement stating whether the Seller agrees with the draft Completion Balance Sheet and draft Post-Completion Statement and, if they do not so agree, such notification shall give reasonable details of any disagreement and the adjustments which, in the opinion of the Seller, should be made (the "**Disputed Details**").

2.4 Within fifteen (15) calendar days of receipt of the Disputed Details, the Purchaser may submit to the Seller written notification giving reasonable details of its response to the Disputed Details (the "**Purchaser Dispute Response**"). In the case of disagreement, the Purchaser and the Seller shall (in conjunction with their respective accountants) meet and discuss the Disputed Details and the Purchaser Dispute Response (if any) in order to seek to reach agreement upon such adjustments (if any) to the draft Completion Balance Sheet and draft Post-Completion Statement as are acceptable to the Purchaser and the Seller in order to put such draft Completion Balance Sheet and draft Post-Completion Statement in final form.

2.5 If the Seller is satisfied with the draft Completion Balance Sheet and draft Post-Completion Statement, either as originally submitted or after making such adjustments as are agreed between the Purchaser and the Seller (or if the Seller does not notify the Purchaser of any Disputed Details within the said fifteen (15) calendar day period referred to in paragraph 2.3 above), the draft Completion Balance Sheet shall, and the amounts set out in the Post-Completion Statement shall, comprise the amounts shown as (A) Cash, (B) Debt, (C) Net Working Capital, (D) the Unpaid Change in Control Payment; and (E) the Customer Payback Amount and shall be final and binding on the Parties.

2.6 If the Purchaser and the Seller fail for any reason to resolve all matters in dispute either:

(a) if the Purchaser chooses not to submit a Purchaser Dispute Response, within fifteen (15) calendar days of receipt by the Purchaser of the Disputed Details; or

(b) if the Purchaser chooses to submit a Purchaser Dispute Response, within fifteen (15) calendar days of receipt by the Seller of the Purchaser Dispute Response,

the matters in dispute shall be referred for resolution on the application of either the Purchaser or the Seller to an independent accountant being a partner in an independent firm of internationally recognised chartered or public accountants which the Parties will agree upon within ten (10) Business Days to act as the independent accountant or failing agreement on the identity of the independent accountant within such period, an independent accountant appointed on the application of either the Seller or the Purchaser by the President for the time being of the Institute of Chartered Accountants in England and Wales (the "**Expert Accountant**"). In giving his decision, the Expert Accountant shall state what adjustments (if any) are necessary to the draft Completion Balance Sheet and draft Post-Completion Statement in order for them to have been prepared in accordance with this Agreement. Such draft Completion Balance Sheet and draft Post-Completion Statement shall, subject to and following any such adjustments, comprise the Completion Balance Sheet and Post-Completion Statement for the purposes of this Agreement.

2.7 If there is a referral to an Expert Accountant, the following provisions shall apply:

(a) the Purchaser (or the Purchaser's Accountants) and the Seller (or the Seller's Accountants) shall each prepare a written statement on the matters in dispute which, together with any relevant documents, shall be submitted to the Expert Accountant and to the other Party;

(b) each of the Purchaser and the Seller may submit one set of written comments on the other Party's written statement to the Expert Accountant;

(c) the Expert Accountant shall be entitled:

(i) to stipulate the time periods within which the Parties shall prepare and submit the written statement and written comments referred to in this paragraph 2.7 (such time periods to be at least fourteen (14) calendar days) and to disregard any written statement or comments not delivered to the Expert Accountant within the time periods so stipulated;

(ii) to require the Purchaser and the Seller and their respective accountants to attend one or more meetings (provided that representatives of both the Seller and the Purchaser are invited to attend) and to raise enquiries of them about any matters which the Expert Accountant considers relevant;

(iii) in the absence of agreement between the Purchaser and the Seller, to determine the procedure to be followed in undertaking the expert determination, insofar as the procedure is not set out herein; and

(iv) to appoint advisers (including legal advisers) if required.

(d) The Purchaser and the Seller shall use reasonable endeavours to procure that the Expert Accountant is given all such assistance and access to documents and other information as he may reasonably require in order to make his decision.

(e) The Expert Accountant shall be requested to give his decision on matters in dispute arising out of the Disputed Details (and the Purchaser Dispute Response, if any), with written reasons for his decision, within sixty (60) calendar days of the date of his appointment or as soon thereafter as practicable. The resolution of the Expert Accountant shall be based upon and within the range of the amounts set forth in the written statements submitted to the Expert Accountant pursuant to paragraph 2.7.1. Save as expressly permitted by paragraph 2.7.3(B) above, no ex parte conferences, oral testimony, depositions, or other form of oral evidence gathering or hearings shall be conducted or allowed.

(f) The costs of the Purchaser's Accountants pursuant to the provisions of this Schedule 4 shall be borne by the Purchaser. The costs of the Seller's Accountants shall be borne by the Seller. Each of the Purchaser and the Seller shall bear its own legal costs in connection with the procedure before the Expert Accountant.

(g) The costs of the Expert Accountant (including the cost for his appointment, his expenses and the costs of any advisers to the Expert Accountant) shall be borne by the Purchaser and the Seller in such proportions as the Expert Accountant shall determine provided that such determination shall be in the proportion that the aggregate amount of the relevant Party's claims submitted under this paragraph 2.7 are sustained or rejected by the Expert Accountant.

(h) Save in the case of fraud or manifest error the decision by the Expert Accountant shall be final and binding on all concerned and shall be given by the Expert Accountant acting as an expert and not as an arbitrator. If any arbitration is brought by either the Seller or the Purchaser in order to enforce payment of any sum due (or any adjustment required) as a result of the Expert Accountant's determination or in respect of a dispute as to the correctness or validity of the Expert Accountant's determination, such arbitration shall be conducted in accordance with Clause 19 of this Agreement, except that there shall be only a single arbitrator appointed by the LCIA Court in accordance with the LCIA Rules and the hearing

shall be held within two months of the appointment of the arbitrator or as soon thereafter as practicable. No joinder or consolidation shall be allowed with respect to such arbitration.

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Form of Completion Balance Sheet

See separate document.

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SCHEDULE 5

COMPLETION OBLIGATIONS

PART 1

SELLER'S OBLIGATIONS

At Completion:

1. The Seller shall deliver or cause to be delivered to the Purchaser or the Purchaser's Solicitors:

1.1 a copy of a board resolution or extracts from the minutes of a meeting of the directors of the Seller (certified to be a true copy or extract by a director or company secretary of the Seller) (i) authorising the execution and performance of this Agreement and the Transaction Documents (to which it is a party) (ii) subject to the ordinary resolution of the Seller to approve the transfer of the Shares from the Seller to the Purchaser being passed (a) approving the transfer of the Shares from the Seller to the Purchaser in accordance with this Agreement; and (b) approving the execution of the share transfer form(s) in respect the Shares;

1.2 a copy of a shareholder's resolution or extracts from the minutes of a meeting of the shareholders of the Seller (certified to be a true copy or extract by a director or company secretary of the Seller) (i) authorising the execution and performance of this Agreement; and (ii) approving the transfer of the Shares from the Seller to the Purchaser;

1.3 any power of attorney or other authority under which this Agreement is executed on behalf of the Seller;

1.4 share transfer form(s) of all the Shares duly executed by the Seller in favour of the Purchaser together with definitive share certificate(s) showing the Seller as the registered holder and any necessary Singaporean Stamp Duty Documents;

1.5 to the extent not in the possession of a Group Company, where they have been issued, share certificates showing the name of one of the Group Companies as registered holder in respect of all the shares in each of the Subsidiaries or in the case of a subsidiary without share certificates, other evidence, in form reasonably acceptable to the Purchaser, demonstrating the ownership by one of the Group Companies of all the interests in such subsidiary;

1.6 a counterpart of the Tax Deed, duly executed by or on behalf of the Seller;

1.7 a copy of the Completion Disclosure Letter;

1.8 a copy of the Brand License Agreement, duly executed by the Seller and any of its Affiliates which are parties thereto;

1.9 a copy of each of the CEV Escrow Agreement and the CEV Escrow Side Letter, duly executed by the Seller;

1.10 a copy of each of the Regulatory Escrow Agreement and the Regulatory Escrow Side Letter, duly executed by the Seller;

1.11 ***

1.12 ***

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1.13 to the extent not in the possession of a Group Company, such title deeds, leases, licences and other documents as may be in the possession of the Group Companies relating to each of the Real Properties;

1.14 unless otherwise notified ten (10) Business Days before Completion, the written resignations of the directors and secretary of the Company and the Subsidiaries in the agreed form;

1.15 a copy of the Payoff Letter, duly executed by the Seller;

1.16 a copy of each Release Letter duly executed by the relevant Existing Lenders and, to the extent not included in any Release Letter, evidence to the reasonable satisfaction of the Purchaser that any other security affecting any asset or shares of Group Companies relating to borrowings of any member of the Seller's Group has been or will be fully and unconditionally discharged;

1.17 a list of all Restructuring Steps that have been completed and all Remaining Restructuring Steps;

1.18 a copy of each amendment or consent obtained pursuant to Appendix 15 and Appendix 16;

1.19 evidence of termination of each of the Terminating RPTs;

1.20 unless otherwise notified *** before Completion, a notice of resignation of the existing auditors of each Group Company;

1.21 to the extent not in the possession of a Group Company, the cheque books, certificates of incorporation, common seals and all statutory and minute books (which shall be written up to, but not including, the date of Completion) of each Group Company together with all unused share certificate forms;

1.22 a certificate signed by or on behalf of the Seller to the effect of paragraphs 2.1 through 2.3 (inclusive) of Schedule 2;

1.23 the Seller shall procure that the following matters are resolved and passed by a directors' resolution of the Company and each Subsidiary or transacted at a meeting of the directors of the Company and each Subsidiary:

1.23.1 in respect of the Company only, the directors of the Company shall authorise the transfer of the Shares from the Seller to the Purchaser (subject to the share transfer form(s) being duly executed);

1.23.2 in respect of the Company only, the directors of the Company shall authorise the issuance of new share certificates in the name of the Purchaser in respect of the Shares transferred;

1.23.3 in respect of the Company only, subject to the stamping of the share transfer form(s), the directors of the Company shall approve the entry of the Purchaser into the register of members of the Company as the holder of the Shares;

1.23.4 the directors of the Company and each Subsidiary shall accept or note the written resignations of the respective directors and the secretary of the Company and the Subsidiaries referred to in paragraph 1.13 above;

1.23.5 all existing mandates for the operation of the bank accounts of the Company and each Subsidiary shall be revoked and new mandates issued giving authority to Persons nominated in writing by the Purchaser;

1.23.6 the accounting reference date of the Company and each Subsidiary shall be changed to a date as may be directed by the Purchaser; and

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1.23.7 at the request of the Purchaser, the persons nominated by the Purchaser shall be appointed as directors and/or secretary of the Company and each Subsidiary, in each case subject to such Person having consented to act.

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PART 2

PURCHASER'S OBLIGATIONS

At Completion:

1. The Purchaser shall deliver, or shall cause to be delivered to the Seller or the Seller's Solicitors:

1.1 a copy of or extracts from the minutes of a meeting, or an action by written consent, of the directors of the Purchaser authorising the Purchaser to enter into and perform its obligations under this Agreement and the Transaction Documents as certified by a director or secretary of the Purchaser;

1.2 intentionally blank;

1.3 a counterpart of the Tax Deed, duly executed by or on behalf of the Purchaser;

1.4 a copy of each of the CEV Escrow Agreement and the CEV Escrow Side Letter, duly executed by the Purchaser;

1.5 a copy of each of the Regulatory Escrow Agreement and the Regulatory Escrow Side Letter, duly executed by the Purchaser;

1.6 ***

1.7 ***

1.8 a copy of the Brand License Agreement, duly executed by the Purchaser;

2. The Purchaser shall pay by electronic transfer to the account nominated by the Seller (details of which shall be provided in writing to the Purchaser) the Completion Payment.

Immediately following Completion:

3. The Purchaser shall, subject to Clause 3.2.2A and 3.2.2B of the Agreement:

3.1 transfer an amount in the relevant currency in cleared funds equal to each Payoff Amount to the account(s) of the Borrowers specified in the Payoff Letter; and

3.2 upon the transfer of the Payoff Amount to the account(s) of the Borrowers specified in the Payoff Letter, and the applicable Release Letters, and as soon as reasonably practicable following Completion and in any event within *** cause each of the Borrowers to transfer each Payoff Amount to the accounts of the relevant Existing Lenders specified in the Payoff Letter, and the applicable Release Letters.

3.3 pay to the account(s) of the Agila Group entities specified in Appendix 30, the amounts specified therein, and the Purchaser shall as soon as practicable following Completion in and any event within *** cause the applicable Agila Group Entity to pay to the account(s) of the applicable Strides Group entity specified in Appendix 30 the amounts specified therein, for the repayment of certain Related Party Loans.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

SCHEDULE 6

GUARANTEES AND INDEMNITIES

1.1 The Guarantor unconditionally and irrevocably guarantees to the Seller the punctual discharge by the Purchaser (which for the purpose of this Schedule 6 shall be deemed to include any assignee of Purchaser) of its obligations of whatever nature under this Agreement or other Transaction Documents (including its liabilities to pay damages, agreed or otherwise under this Agreement or other Transaction Documents (the "Guaranteed Obligations")) and promises to pay on demand each sum (together with interest on such sum accrued both before and after the date of demand until the date of payment) which the Purchaser is liable to pay under this Agreement or other Transaction Documents.

1.2 Without prejudice to the rights of the Seller against the Purchaser, the Guarantor shall be a primary obligor and shall be deemed a principal debtor in respect of its obligations under this Agreement or other Transaction Documents and not a surety.

1.3 The Seller may make any number of demands of the Guarantor.

1.4 The Guarantor's obligations under this guarantee shall be in addition to any rights the Seller may have under any other agreement or security in relation to this Agreement or the Guaranteed Obligations. The Seller may enforce its rights against the Guarantor without first having recourse to any other such agreement or security or exercising any rights or remedies against the Purchaser.

1.5 The Guarantor's liability to the Seller shall not be discharged, impaired or affected by:

1.5.1 any legal limitation, disability or incapacity or other circumstances relating to the Purchaser or any change in the members or status of the Purchaser or any other person;

1.5.2 any variation of any of the terms of this Agreement or other Transaction Documents or of any of the Guaranteed Obligations;

1.5.3 any time, waiver or consent granted to or composition with the Purchaser or any other person; any defect in the obligations of the Seller or the Purchaser;

1.5.4 the bankruptcy, liquidation or dissolution of the Purchaser or the appointment of a receiver, administrative receiver or administrator of the Purchaser's assets or any other insolvency proceeding relating to the Purchaser or any change of control of the Purchaser or any other matter affecting the obligation of the Purchaser to perform any Guaranteed Obligation;

1.5.5 any unenforceability, illegality or invalidity of any obligation of any person (other than the Seller) under this Agreement or other Transaction Documents; or

1.5.6 any other matter which, but for this paragraph, would reduce, vitiate or affect the obligations of the Guarantor in respect of the Guaranteed Obligations.

1.6 The Guarantor undertakes to fully and effectively indemnify on an after-Tax basis, keep indemnified and hold harmless the Seller from and against all Actions and all Costs which the Seller or any member of the Seller's Group may suffer or incur or which may be brought against the Seller or any member of the Seller's Group in any jurisdiction arising, directly or indirectly out of, in respect of or in connection with any default by the Purchaser in performing any Guaranteed Obligation or by the Guarantor in performing its obligations under this Guarantee.

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1.7 Until all of the Guaranteed Obligations have been unconditionally and irrevocably discharged, the Guarantor agrees that:

1.7.1 it will not make demand for the payment of any sum from the Purchaser connected with or in relation to the sum demanded by the Seller or claim any set-off or counterclaim against the Purchaser;

1.7.2 if the Purchaser is bankrupt, insolvent or in liquidation, the Guarantor will not prove in any such bankruptcy, insolvency or liquidation in competition with the Seller; and

1.7.3 any security taken by the Guarantor from the Purchaser in consideration of this guarantee and any money received by the Guarantor by proving in the bankruptcy, insolvency or liquidation of the Purchaser, shall be held in trust absolutely for the Seller, in respect of the obligations of the Guarantor under this Schedule 6.

1.8 The Guarantor agrees that:

1.8.1 if any payment received by the Seller from the Purchaser in relation to the Guaranteed Obligations is avoided or set aside on the subsequent bankruptcy, insolvency or liquidation of the Purchaser any amount received by the Seller and subsequently repaid, shall not discharge or diminish the liability of the Guarantor for the Guaranteed Obligations and this Schedule 6 shall apply as if such payment had at all times remained owing by the Purchaser; and

1.8.2 after a demand has been made by the Seller under this Schedule 6 and until the amount demanded has been paid in full, the Seller may take such action as they think fit against the Purchaser to recover all sums due and payable to it under this Agreement or other Transaction Documents, without affecting the obligations of the Guarantor under this Schedule 6.

1.9 The Guarantor shall pay the reasonable charges (including legal and other costs on a full indemnity basis) incurred by the Seller in relation to the enforcement by the Seller of the obligations of the Guarantor in this Schedule 6.

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SCHEDULE 7

POST COMPLETION OBLIGATIONS

PART 1

POST COMPLETION OBLIGATIONS OF THE PURCHASER

1. ***

2. ***

3. ***

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

PART 2

POST COMPLETION OBLIGATIONS OF THE SELLER

1. The Seller undertakes that, after Completion, it shall *** obtain as soon as reasonably practicable after Completion a full release of the Group Companies (as applicable) from any guarantee or indemnity given for the benefit of the Promoters or any member of the Seller's Group where such release has not already been procured at Completion. The Seller undertakes that prior to obtaining any such release , it shall indemnify and hold harmless the Group Companies and the Purchaser from any and all costs, claims and liabilities arising under any guarantee or indemnity given by such Person for the benefit of the Promoters or the Seller's Group. The Seller agrees that the Group Companies shall be able to enforce this provision against the Seller for the purposes of Clause 16.9.

2. If at any time *** of Completion, the Purchaser discovers that any member of the Group transferred any asset or right to the Seller's Group prior to Completion, in connection with the restructuring of the Agila Business, which relates to the Agila Business or the business conducted by the Agila Group as at Completion, the Seller shall, on reasonable request in writing from the Purchaser, use all reasonable endeavours to retransfer any such asset or right to the Group for US$1, provided that the Seller shall on demand indemnify and hold harmless the Group Companies and the Purchaser on an after-Tax basis from and against any and all costs (including professional advisers' fees), claims, losses and liabilities (whether in respect of Tax or otherwise) arising in connection with such retransfer.

3. If at any time *** of Completion, the Purchaser, discovers that any contract or agreement, other than a Transferring Contract, which relates to the Agila Business or the business conducted by the Agila Group as at Completion has not been transferred, assigned or novated to a Group Company, the Seller shall, on reasonable request in writing from the Purchaser, use its best endeavours to effect the transfer, assignment or novation of that contract or agreement to the relevant Group Company specified by the Purchaser in such written request. From the date of such written request until the date on which such transfer, assignment or novation has been effected, the Seller shall hold the benefit of that contract or agreement on trust for the Purchaser and shall account for and pay or deliver to the Purchaser any monies, goods or other rights or benefits received by the Seller and/or any members of the Seller's Group in relation thereto as soon as practicable after such receipt.

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PART 3

TRANSFERRING CONTRACTS

1. CONTRACTS

Save as provided in paragraphs 2 to 6 (inclusive) herein and subject to and with effect from the Completion Date, the Purchaser shall assume responsibility as from the Completion Date for the due performance of all obligations under the Transferring Contracts and all liabilities arising or falling due for performance after the Completion Date under the Transferring Contracts (other than those unrelated to the Agila Business).

2. ASSIGNMENT

This Agreement constitutes, subject to and with effect from the Completion Date, an assignment by the Seller to the Purchaser of the Transferring Contracts if and to the extent the benefit of each such Transferring Contract can be assigned by the Seller or any member of the Seller's Group (as applicable) to the Purchaser or the Group without Third Party Consent or in respect of which any required Third Party Consent has been obtained by the Seller before Completion.

3. CO-OPERATION

3.1 Insofar as the Transferring Contracts comprise the benefit and burden of contracts which cannot be effectively assigned except by novation or with Third Party Consent:

3.1.1 this Agreement shall not constitute or operate or be construed as an assignment or attempted assignment of the relevant Transferring Contract where such conduct would constitute a breach of such Transferring Contract;

3.1.2 any fee, charge, cost or financial penalty levied by a third party pursuant to the terms of such Transferring Contract in respect of the granting of any Third Party Consent or the termination of any Transferring Contract shall be exclusively borne by the Seller without any right of indemnification against the Purchaser; and

3.1.3 the Seller and the Purchaser shall co-operate and do anything which may *** be required to ensure, to the fullest extent that each is able, that the relevant Transferring Contracts are novated or the necessary Third Party Consent or other agreement is obtained, in each case on terms reasonably satisfactory to the Purchaser as soon as possible after Completion.

4. EXCLUSION OF CONTRACTS

The Seller shall ***, to novate the Transferring Contracts or to obtain all necessary Third Party Consents on or before the Completion Date. The Purchaser shall not be obliged to enter into any agreement in relation to a Third Party Consent which would make the rights or obligations of the Purchaser in respect of the relevant Transferring Contract materially less favourable or more onerous in any respect than the rights or obligations of the relevant Group Company or Seller Group Company in relation thereto.

If any Transferring Contract cannot be assigned or novated to the Purchaser without a Third Party Consent and such Third Party Consent has not been obtained by the Completion Date, the Seller and the Purchaser shall *** obtain such Third Party Consent as soon as practicable after Completion.

If any requisite novation or Third Party Consent is refused or not obtained on or before the date being *** after Completion (or such longer period as may be agreed by the Seller and the Purchaser

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in writing) in respect of any Transferring Contract, the relevant Transferring Contract(s) shall be deemed to have been excluded from the sale and purchase under this Agreement and the Purchaser and its Affiliates and the Group Companies shall immediately cease to have any further liability whatsoever in respect of such excluded Transferring Contract(s). Upon such deemed exclusion of the relevant Transferring Contract(s), the Seller may take any and all steps necessary either to terminate or to effect the continued discharge of all or any such contracts.

If such Transferring Contract(s) are deemed excluded, the parties shall meet and discuss in good faith appropriate remedies, which may include a purchase price refund due from the Seller to the Purchaser for such excluded contracts.

5. THE SELLER AS TRUSTEE

5.1 After the Completion Date and until receipt of any requisite novation or Third Party Consent in respect of a relevant Transferring Contract:

5.1.1 the Seller shall, and shall procure that any member of the Seller's Group shall (as applicable), hold the benefit of that Transferring Contract on trust for the Purchaser and shall account for and pay or deliver to the Purchaser any monies, goods or other rights or benefits received by the Seller and/or any members of the Seller's Group in relation thereto as soon as practicable after such receipt and the Purchaser shall be entitled to the use and enjoyment of such Transferring Contracts to the extent the Seller (or any member(s) of the Seller's Group) is not constrained by operation of Applicable Law from paying or delivering such monies, goods or other rights or benefits to the Purchaser; and

5.1.2 the Purchaser shall (if sub-contracting or agency is permissible under the relevant Transferring Contract) as the Seller's sub-contractor or agent perform on behalf of the Seller or any member of the Seller's Group (but at the Purchaser's expense) all the obligations of the Seller or any member of the Seller's Group arising after the Completion Date,

but provided that if, in the circumstances described in paragraph 4 above, any Contract does not permit sub-contracting or agency, the Parties shall make such other arrangements between themselves as may be permissible to implement so far as possible the effective transfer of the benefit and burden of such Transferring Contract to the Purchaser.

6. PURCHASER INDEMNITY AGAINST SELLER'S GROUP LOSSES

The Purchaser shall (on an after-Tax basis) indemnify and keep indemnified the Seller and any member of the Seller's Group against all losses (including, but not limited to, liabilities, costs, charges, expenses, claims, demands and damages (whether directly or indirectly arising) and including consequential loss) which may be suffered or incurred by the Seller and/or any member of the Seller's Group as a result of any act, neglect, default or omission on the part of the Purchaser to perform or comply with any obligation of the Purchaser under this Schedule 7 relating to the Transferring Contracts arising on or after the Completion Date.

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SCHEDULE 8

SELLER AND PROMOTER WARRANTIES

PART 1

GENERAL WARRANTIES

1. TITLE

1.1 Entire issued share capital

The Shares constitute the entire issued share capital of the Company.

1.2 Title to Shares

The Seller is the legal and beneficial owner of, and will at Completion be entitled to transfer the legal and beneficial title to, the Shares with Full Title Guarantee, free from any Encumbrances.

1.3 Share capital of Subsidiaries

The share capital of each Subsidiary is legally and beneficially owned as shown in Part 2 of Schedule 1, free from any Encumbrances.

1.4 Issued shares

All the issued shares of each Group Company are fully paid up and no Group Company has exercised or purported to exercise or has a claim on or any lien over any of their shares. There are no obligations of the Seller whatsoever to pay in any additional capital or to provide any other contribution such as a contribution in kind.

1.5 Rights of third parties

No Person has the right to call for the issue of any share or loan capital of any Group Company by reason of any conversion rights or under any option or other agreement.

2. SELLER AND GROUP COMPANY CAPACITY

2.1 Incorporation

The Seller and each Group Company is duly incorporated, duly organised and validly existing under the laws of its jurisdiction and has full power and authority to own, lease and operate its properties and assets and to conduct its business as conducted at the date of this Agreement.

2.2 Corporate power and authority

2.2.1 The Seller has the necessary corporate power, authority and capacity to enter into and perform this Agreement and the other Transaction Documents to which it is a party and the provisions of this Agreement and such Transaction Documents, shall constitute legal, valid and binding obligations on the Seller and are enforceable against the Seller, in accordance with their respective terms.

2.2.2 The Seller and each Group Company is duly qualified or registered (or local legal equivalent, if any) and is permitted to carry on business in the jurisdictions in which the ownership of its properties in connection with the Agila Business or the conduct of the Agila Business requires such qualification or registration.

2.3 Due authorisation, execution and delivery

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

The Seller has duly authorised, executed and delivered this Agreement and the other Transaction Documents to which it is a party, and no other corporate actions of the Seller are required for the Agreement to be binding and enforceable in accordance with its terms.

2.4 No breach

The execution and delivery by the Seller of, and the performance by the Seller of its obligations under, this Agreement and the Transaction Documents to which it is party will neither:

2.4.1 result in a breach of any provision of its or any of the Group Company's memorandum or articles of association or any of its or any of the Group Company's other constitutional documentation; nor

2.4.2 violate, conflict with or result in a breach of any Applicable Law or loss of rights under any material Governmental Authorisations which are material to the Agila Business or to which it or any Group Company is subject or by which any of their respective property or assets is bound or affected; nor

2.4.3 result in a material breach of, or constitute a material default under, any instrument (including without limitation any agreement) to which it or any Group Company is a party or by which it or any Group Company is bound.

2.5 Consents

All material consents, permissions, authorisations, approvals and agreements of third parties and all material authorisations, registrations, declarations, filings, approvals and clearances with any Governmental Authority having jurisdiction over the Seller which are necessary (i) for the Seller to obtain in order to enter into and perform this Agreement, and any Transaction Document to which it is party, (ii) for the consummation of the Restructuring and (iii) for the consummation of the transactions contemplated by the JV Interest Purchase Agreements, in each case, have been unconditionally obtained in writing and have been disclosed in writing to the Purchaser.

2.6 Proceedings

There are no:

2.6.1 outstanding judgments, orders, injunctions or decrees of any governmental or regulatory body or arbitration tribunal against or affecting the Seller;

2.6.2 litigation, arbitration, prosecution or other legal Proceedings, claims or actions (whether criminal or civil) in progress, outstanding, pending or, so far as the Seller is aware, threatened against or affecting the Seller; and

2.6.3 investigations by any governmental or regulatory body which are pending or, so far as the Seller is aware, threatened against the Seller,

and which, in each case, has or could have a material adverse effect on the ability of the Seller to perform its obligations under this Agreement or any Transaction Document to which it is a party.

2.7 Solvency

2.7.1 No order has been made or notice provided and, so far as the Seller is aware, no petition presented or meeting convened for the winding up of the Seller or any Group Company, nor, so far as the Seller is aware, any other action taken in relation to the appointment of an administrator, liquidator, receiver, administrative receiver, compulsory manager or any provisional liquidator (or equivalent in any other jurisdiction) (or other process whereby the business is terminated and the assets of the company

concerned are distributed amongst the creditors and/or shareholders or other contributors), and, so far as the Seller is aware, there are no Proceedings under any applicable insolvency, reorganisation or similar laws in any relevant jurisdiction.

2.7.2 No Group Company is insolvent and no Group Company is unable to pay or has stopped paying its debts as they fall due, nor has aggregate Liabilities which exceed the aggregate value of its assets.

3. PROMOTER CAPACITY

3.1 Power and Authority

Each Promoter has the necessary authority and capacity to enter into and perform this Agreement and the other Transaction Documents to which it is a party and the provisions of this Agreement and such other Transaction Documents, shall constitute legal, valid and binding obligations on each Promoter and are enforceable against each Promoter, in accordance with their respective terms.

3.2 Due authorisation, execution and delivery

Each Promoter has duly authorised, executed and delivered this Agreement and the other Transaction Documents to which such Promoter is a party.

3.3 No breach

The execution and delivery by each Promoter of, and the performance by each Promoter of its obligations under, this Agreement and the other Transaction Documents to which it is party will neither:

3.3.1 result in a breach of any Applicable Law; nor

3.3.2 result in a material breach of, or constitute a material default under, any instrument to which it is a party.

4. ACCOUNTS

4.1 General

4.1.1 The Draft Limited Review Accounts have been prepared in accordance with the accounting policies stated in them and have been properly prepared and are accurate in all material respects and not misleading.

4.1.2 The Final Limited Review Accounts will be prepared in accordance with the accounting policies stated in them and will be properly prepared and will be accurate in all material respects and not misleading.

4.1.3 The Historical Limited Review Accounts have been prepared in accordance with the accounting policies stated in them and have been properly prepared and are accurate in all material respects and not misleading.

4.1.4 The Draft Individual Accounts have been prepared in accordance with the accounting policies stated in them and have been properly prepared and are accurate in all material respects and not misleading.

4.1.5 The Final Individual Accounts will:

(A) be prepared in accordance with the accounting policies stated in them; and

(B) show a true and fair view of the state of affairs of the relevant Group Company as at the date of the relevant Final Individual Accounts and of its profit or loss for the accounting reference period ended on that date.

4.2 Position since Accounts Date

Since the Accounts Date:

4.2.1 apart from the dividends provided for or disclosed in the Accounts, no dividend or other distribution has been declared, paid or made by any Group Company to a party other than a Group Company;

4.2.2 the business of all Group Companies has been carried on in the Ordinary Course of Business and so as to maintain them as a going concern;

4.2.3 no Group Company has acquired or disposed of or agreed to acquire or dispose of any business or any material asset other than trading stock in the Ordinary Course of Business; and

4.2.4 there has not occurred any Material Adverse Effect.

4.3 No Undisclosed Liabilities

No Group Company has incurred or assumed any material Liabilities except for Liabilities: (i) reflected or reserved against in the Draft Limited Review Accounts or which will be reflected or reserved in the Final Limited Review Accounts; or (ii) incurred in the Ordinary Course of Business, since the Accounts Date.

No Group Company, which has prepared Draft Individual Accounts, has incurred or assumed any material Liabilities except for Liabilities: (i) reflected or reserved against in the Draft Individual Accounts or which will be reflected or reserved in the Final Individual Accounts; or (ii) incurred in the Ordinary Course of Business, since the Accounts Date.

4.4 Bank Accounts

4.4.1 Appendix 19 lists each bank account maintained by or for the benefit of the Company or any of its Subsidiaries at any bank or other financial institution.

4.4.2 All existing accounts receivable of the Company and each of its Subsidiaries represent valid obligations of customers of the Company or its Subsidiaries arising from bona fide transactions entered into in the Ordinary Course of Business other than for doubtful accounts receivable for which the Company has made reserves in the Limited Review Accounts. Appendix 20 provides an accurate and complete breakdown and aging of all accounts receivable, notes receivable and other receivables of Agila Marketing as of 30 September 2012.

4.5 Inventory

4.5.1 The inventories of the Group Companies as referenced in the Draft Individual Accounts and the Draft Limited Review Accounts with respect to the Agila Business are of a saleable quality and condition and usable (taking into account shelf life) in the Ordinary Course of Business for their intended purposes other than for doubtful inventories for which the relevant Group Company has made reserves in the Draft Individual Accounts and the Draft Limited Review Accounts. All inventories, raw materials and work-in-process have been manufactured and stored in compliance with, and meet, all applicable product specifications and the requirements of the applicable Product Registrations.

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4.5.2 Since 31 December 2010, the Seller has not, and the Group Companies as referred in the Draft Individual Accounts and the Draft Limited Review Accounts have not, with respect to the Agila Business: (i) made any change in the selling, distribution, advertising, terms of sale or collection practices from those planned or budgeted that is materially inconsistent with past practices in the Ordinary Course of Business and would be material to the Agila Business, (ii) entered into any material business practices, programs or long-term allowances not previously used in the Ordinary Course of Business or (iii) engaged in the practice of "channel stuffing" or any program, activity or other action (including any rebate, discount, chargeback, refund policy or practice), in the case of this clause (iii), that would reasonably be expected to result, directly or indirectly, in a trade buy-in that is significantly in excess of normal customer purchasing patterns consistent with past practice of the Agila Business during the twelve (12) month period prior to the date of this Agreement.

5. ASSETS

5.1 The assets included in the Draft Limited Review Accounts and the Draft Individual Accounts or acquired by any Group Company since the Accounts Date in the Ordinary Course of Business (other than assets disposed of since that date) which are of material significance to the business of the Group are the property of a Group Company free from any material Encumbrance and such Group Company has full legal and beneficial ownership of and title to such assets.

5.2 The assets described in paragraph 5.1 constitute all of the assets (excluding the Real Properties) that are currently necessary to operate and conduct the Agila Business on a going concern basis.

5.3 The tangible assets described in paragraph 5.1 are in good operating condition and repair, ordinary wear and tear excepted and are suitable for the purposes for which they are being used for the purposes of the Agila Business and have been maintained in accordance with normal industry practices where they are located.

5.4 No Group Company has, within the period of 24 months prior to the date of this Agreement, acquired any asset from any third party or any other Group Company on terms which were not at arm's length.

5.5 No Group Company is owed any money from a third party or any other Group Company other than debts incurred in the Ordinary Course of Business.

6. BORROWINGS, GRANTS AND LOANS TO DIRECTORS

6.1 Borrowings

6.1.1 No Group Company has outstanding any obligation for the payment or repayment of money, whether present or future, actual or contingent, in respect of:

(A) monies borrowed;

(B) any recourse to a company selling or discounting receivables in respect of receivables sold or discounted;

(C) moneys raised under any bond, loan note or similar instrument;

(D) hire purchase agreements; or

(E) any guarantee provided to a third party (which is not a Group Company) in respect of any obligation for the payment or repayment of money described in paragraphs (A) to (D) above,

any such obligation being referred to below as a "**Borrowing**".

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6.1.2 No Borrowing of any Group Company is payable before its normal or originally stated maturity and no demand or other notice requiring the payment or repayment of money before its normal or originally stated maturity has been received by any Group Company.

6.1.3 No event or circumstance has occurred such as to entitle any Person (which entitlement is subsisting at the date of this Agreement) to require the payment or repayment of any Borrowing from a Group Company before its normal or originally stated maturity or which is or shall be such as to terminate, cancel or render incapable of exercise any entitlement to draw money or otherwise exercise the rights of any Group Company under an agreement relating to Borrowing.

6.2 Grants and subsidies

So far as the Seller is aware, no Group Company has done or agreed to do anything as a result of which:

6.2.1 any investment grant or other grant or any subsidy received by any Group Company is or may be liable to be refunded; or

6.2.2 any application made by any Group Company for such a grant or subsidy shall or may be refused; and

6.2.3 neither the signature nor the performance of the Agreement shall have any such result.

6.3 Loans to directors and connected persons

There is not outstanding:

6.3.1 any loan made by any Group Company to, or debt owing to any Group Company by, any director of any Group Company or any Person connected with any of them; or

6.3.2 other than employment agreements, any agreement or arrangement to which any Group Company is a party and in which any director of any Group Company or any Person connected with any of them has a material interest.

7. REAL ESTATE

7.1 Interests

The Owned Real Properties comprise all the land and buildings owned by the Group or used or occupied by the Group or in which any Group Company has any other interest, right or liability.

7.2 Owned Real Property

In the case of each of the Owned Real Property:

7.2.1 the information contained in Schedule 11 as to tenure and the principal terms of the interests held by the Group Company is true and accurate in all respects;

7.2.2 there are no mortgages, charges, legal or equitable, specific or floating or debentures, rent charges, liabilities to maintain roadways, liens (whether for costs or to an unpaid seller or otherwise), annuities or trusts (whether for securing money or otherwise) affecting such Owned Real Property or the proceeds of its sale;

7.2.3 there are no agreements for sale or lease, estate contracts, options, rights of pre-emption or similar matters affecting it, the provisions of which remain to be observed or performed;

7.2.4 no Group Company by its use or occupation of such Owned Real Property contravenes any requirement or restriction having the force of law and each Group Company has, so far as the Seller is aware, complied with all covenants, conditions, restrictions, limitations and other matters binding on it, none of which is of an unusual or onerous nature or prejudicially affects the Group's use, occupation or powers of disposal or development of such Owned Real Property or materially adversely affects its value;

7.2.5 the relevant Group Company is in actual occupation of those parts of it as are not the subject of the tenancies on an exclusive basis (all such tenancies being described in Schedule 11) and, except by virtue of such tenancies, no Person other than the relevant Group Company has any right (actual or contingent) to possession, occupation or use of or interest in it;

7.2.6 no action, claim, Proceeding, demand, dispute, complaint or liability (contingent or otherwise) in respect of any of the Owned Real Property is outstanding or, so far as the Seller is aware, anticipated;

7.2.7 no development at any of the Owned Real Property has been carried out in breach of Planning Law or applicable construction laws;

7.2.8 the relevant Group Company has good title to the Owned Real Property, free and clear of all Encumbrances other than Permitted Encumbrances; and

7.2.9 the Improvements are in reasonably good condition and repair in all material respects and sufficient for the current operation of the business conducted therein, subject to reasonable wear and tear. There are no facts or conditions affecting any of the Improvements which would interfere in any material respect with the use or occupancy of the Improvements or any portion thereof in the operation in the normal course of business.

7.3 Leasehold Real Properties

In relation to each of the Leased Real Properties:

7.3.1 each such Leased Real Property is held under the terms of the lease which is summarised in Schedule 11, is on an arms-length basis, and no licences or collateral assurances, undertakings or concessions or variation or waiver of terms have been made by any party to the lease;

7.3.2 the Group Company that is identified in Schedule 11 as being the lessee of any parcel of Leased Real Property has a valid and enforceable leasehold interest under the lease for such Leased Real Property, free and clear of all Encumbrances other than Permitted Encumbrances, and has not assigned its interest in such lease or sublet any portion of the Leased Real Property to a third party;

7.3.3 true, correct and complete copies of the leases (in all material respects) for the Leased Real Property have been delivered to Purchaser prior to the date hereof and such have not been amended or modified following such delivery;

7.3.4 the relevant Group Company has paid the rent and all other sums payable under the lease on the due dates for payment and the last demand for rent was unqualified and each lease is valid and in full force;

7.3.5 no notices have been served by the landlord in respect of the forfeiture of any lease terminating or in respect of any breach or default by the lessee under each lease; and

7.3.6 other than as set forth in Appendix 1 and other than Third Party Consents required to charge the Real Properties, no Third Party Consents are required under the leases for the Leased Real Property in connection with the consummation of the transactions contemplated herein.

7.4 Tenancies

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

In relation to each of the Owned Real Properties which is subject to any lease, underlease, tenancy, licence or other agreement or arrangement giving rise to rights of occupation and enjoyment ("tenancy") each tenancy is summarised in Schedule 11, and contains no unusual or onerous provisions.

7.5 Other involvement in relation to property

So far as the Seller is aware, no Group Company has at any time during the last two years:

7.5.1 had vested in it (whether as an original tenant or undertenant or as an assignee, transferee or otherwise) any freehold or leasehold property other than the Owned Real Property and Leased Real Property; and

7.5.2 given any covenant or entered into any agreement, deed or other document (whether as a tenant or undertenant or as an assignee, transferee, guarantor or otherwise) in respect of any freehold or leasehold property in respect of which any actual, contingent or potential liability remains with any Group Company.

8. ENVIRONMENTAL AND HEALTH AND SAFETY

8.1 Each Group Company complies, and has *** complied, with all applicable Environmental Laws in all material respects.

8.2 Each Group Company has obtained all Environmental Licences (all of which are valid and subsisting) and complies in all material respects with the terms and conditions of all its Environmental Licences. No Group Company has received any written notice from any Regulatory Authority threatening a suspension, revocation, modification or cancellation of any such Environmental License ***, no event or has occurred or circumstance exists that could reasonably be expected to give rise to the issuance of any such notice or the taking of any such action.

8.3 There are no unresolved, pending or, ***, threatened Environmental Proceedings involving the Seller (with respect to the Agila Business) or any Group Company.

8.4 ***, there is no contamination of the Environment at any of the Real Properties or at any properties adjacent to the Real Properties that is reasonably likely to subject any Group Company to any material liability or require any material expenditure for investigation, monitoring, remediation, or corrective action under any Environmental Law and neither Seller nor any Group Company has received a written notice from any Regulatory Authority regarding the potential existence of such contamination or requiring Seller or any Group Company to conduct an evaluation with respect to the potential presence of such contamination (excluding any such notices or requirements that have been fully resolved with no further exposure, liability or obligation on the part of Seller or any Group Company).

8.5 None of the Real Properties nor, so far as Seller is aware, any property, facility or location utilized by any Group Company for the treatment, storage or disposal of Dangerous Substances generated at any of the Real Properties or with respect to the operation of the Agila Business is listed on any federal, state or local compilation of contaminated sites or is undergoing or, so far as Seller is aware is, proposed or required to undergo investigation, remediation, monitoring or corrective actions with respect to Dangerous Substances.

8.6 During the past ***, no environmental reports, investigations or audits relating to environmental or occupational safety and health matters with respect to the Agila Business were obtained from, requested by, or conducted by or on behalf of the Seller (with respect to the Agila Business) or any Group Company at the request of any Regulatory Authority.

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8.7 None of the Group Companies nor the Seller (with respect to the Agila Business) is currently subject to any outstanding order, decree or judgment pursuant to Environmental Law.

8.8 In connection with the sale of any real property or business ***, none of the Group Companies has entered into any agreement pursuant to which it has retained liabilities arising pursuant to Environmental Law, or agreed to indemnify the purchaser of the property or business with respect to such liabilities, excluding agreements relating to such liabilities that have expired by the terms of such agreements.

9. INTELLECTUAL PROPERTY

9.1 Title

9.1.1 Accurate details of all Agila IP registrations and applications ("**Registered Agila IP**") are set out in Appendix 6 and all such rights are owned legally and beneficially by the member of the Group identified in Appendix 6 as the proprietor.

9.1.2 All rights to Agila IP are exclusively, legally and beneficially owned by one or more members of the Group, and the sole registered proprietor (where relevant) of all Intellectual Property registrations and applications is as set out in Appendix 6.

9.1.3 None of the Agila IP is subject to any Encumbrance.

9.1.4 The Group owns or has a valid right to use in accordance with the terms of any licence, all material Intellectual Property (excluding any rights in software and computer programs, (whether in source code, object code or other form), algorithms, databases, compilations and data, and supporting technology) necessary to continue the Agila Business in the manner currently carried on.

9.1.5 Other than as disclosed in the Disclosure Letter, all fees owed by the Seller or its Affiliates in the applicable national or jurisdictional offices to maintain rights to the Registered Agila IP in such offices have been paid up to and including Completion, and there are no actions that must be taken within 4 months of Completion, including the payment of fees or the filing of documents, for the purposes of obtaining, maintaining, perfecting, or renewing any rights in such Registered Agila IP.

9.1.6 No current or former Affiliate of the Seller (except the Group), partner, director, stockholder, officer, or employee of the Seller or its Affiliate (except the Group) will, after Completion, own or retain any proprietary rights in any of the Agila IP owned, used, or held for use (including for defensive purposes) by the Seller in the conduct of the Agila Business.

9.1.7 The ownership rights of the Seller in respect of and in and to the Registered Agila IP are subsisting on the respective applicable registries as at the date of this Agreement.

9.1.8 So far as the Seller is aware and other than as disclosed in the Disclosure Letter no legal Proceeding has commenced, nor judgment been delivered nor contract entered into, that prohibits or restricts the Seller from transferring or assigning any of the Agila IP to the Purchaser.

9.2 Product Registrations

The information in Appendix 4 was true and accurate in respects of the Product Registrations held by the Agila Business as at 31 December 2012.

9.3 Licences

9.3.1 Details of all material written licences and agreements of rights in Intellectual Property (excluding any rights in software and computer programs (whether in source code, object code or other form) algorithms, databases, compilations and data and supporting technology) granted to or by a member of the Group are set out in the Data Room.

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9.3.2 No member of the Group has within the 24 months prior to the date of this Agreement received or issued a written notice in respect of any material breach or termination in respect of any of the licences, agreements or arrangements disclosed pursuant to paragraph 9.3.1.

9.4 Infringement

9.4.1 There have been no claims asserted or threatened in respect of infringement a third party's Intellectual Property Rights in the past three years against the Seller or, so far as the Seller is aware, any other Person other than as disclosed in the Disclosure Letter.

9.4.2 So far as the Seller is aware, no Person is infringing, misappropriating or otherwise violating any Intellectual Property (excluding any rights in software and computer programs (whether in source code, object code or other form) algorithms, databases, compilations, and data and supporting technology) owned, used or held for use by any member of the Group which is material to the Agila Business, and no such claim has been asserted or threatened against any Person by the Seller or, so far as the Seller is aware, by any other Person *** prior to the date of this Agreement.

9.5 Confidential information

9.5.1 So far as the Seller is aware, except in the Ordinary Course of Business, in dealings with a regulatory authority or under an obligation of confidence, no material confidential information or Know-how relating to the Agila Business has been disclosed, or permitted, undertaken or arranged to be disclosed to any Person.

9.5.2 So far as the Seller is aware, nothing done or omitted to be done by any of the members of the Group or the Seller's Group with respect to any Group Company and/or the Agila Business has breached, or is breaching, any right of any third party to confidence.

10. DATA PROTECTION

Each Group Company has complied in all material respects with all applicable Data Protection Laws. No claims have been asserted or, so far as the Seller is aware, threatened against any Group Company alleging a violation of any Person's privacy or personal information or data rights and, so far as the Seller is aware, nothing has been done or omitted to be done and no circumstances exist which could give rise to any Proceeding, action or claim in connection with the applicable Data Protection Laws.

11. INFORMATION TECHNOLOGY

11.1 Identification and Rights

11.1.1 Complete and accurate details (in all material respects) of all Information Technology Systems are contained in the Data Room.

11.1.2 All Information Technology Systems and Software are:

(A) legally and beneficially owned by the Group or in relation to Software is owned by or licensed to the Group;

(B) in the sole and exclusive possession and control of the Group; and

(C) free from any charge, mortgage or Encumbrance, and are not the subject of any agreement for lease, hire, hire purchase, sale on deferred terms or any other similar arrangement.

11.1.3 The source code and relevant data sets for all Software, other than Shrinkwrap Software, is either held by the Group or in escrow on behalf of the Group. The source code

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includes all documents and other materials necessary to allow a reasonably skilled programmer to make modifications to or enhancements of the Software.

11.1.4 Each Group Company holds all the rights necessary to use the Information Technology Systems in the manner in which they are used by that Group Company.

11.2 Information Technology Agreements

11.2.1 Complete and accurate details (in all material respects) of all material subsisting agreements relating to the Information Technology Systems, including all material insurance policies, licence, lease, development, maintenance, support, escrow, security, disaster recovery, website hosting, outsourcing, facilities management, utilisation, bureau, on line services and service agreements (the "Information Technology Agreements") are contained in the Data Room.

11.2.2 Neither the Seller nor, so far as the Seller is aware, any other party to a Information Technology Agreement is in material breach of such Information Technology Agreement and each Information Technology Agreement is valid, subsisting and legally enforceable against the parties to it.

11.3 Software

The Seller has taken reasonable steps at all times to ensure that all Software and data residing on its computer networks or licensed or otherwise distributed to customers is free of viruses and other disruptive technological means. The Software created by the Seller or any of its Affiliates does not contain any computer code or, so far as the Seller is aware, other mechanism of any kind designed to disrupt, disable or harm in any manner the operation of any Software or hardware or other business processes or to misuse, gain unauthorized access to or misappropriate any business or personal information, including worms, bombs, backdoors, clocks, timers, or other disabling device code, or designs or routines that cause the Software or information to be erased, inoperable, or otherwise incapable of being used, either automatically or with passage of time or upon command.

11.4 Functionality

The Information Technology Systems:

11.4.1 are materially in satisfactory working order and fit for the purpose intended for the Agila Business;

11.4.2 have not suffered any material error, breakdown, failure or security breach in the last two years which has caused any material disruption or damage to the Agila Business of the Group;

11.4.3 of a regulated nature (cGxP) included with the Group are validated to a standard commensurate with the expectations of regulatory agencies such as the FDA. Software change control is current, and the required related documentation is current and either included with or in control of the Group; and

11.4.4 data used to host relevant regulated, manufacturing and financial data that may be required to support an audit, recall or similar activity are included in the Group. This extends to any archived data sets for previous versions of relevant software.

12. COMMERCIAL ARRANGEMENTS AND CONDUCT

12.1 List of material contracts

The Data Room contains copies of each of the following (each, a "Material Contract"):

12.1.1 material contract of guarantee or indemnity pursuant to which any Group Company guarantees or indemnifies the performance of any obligation by any Person other than another Group Company;

12.1.2 joint venture or partnership agreement or agreements for material acquisition or disposal of shares to which any Group Company is a party;

12.1.3 material agreement or arrangement between any Group Company and a major distributor, supplier or customer of the Group;

12.1.4 sale or purchase option or similar agreement or arrangement affecting any material assets owned or used by any Group Company or by which it is bound, except for sales of product inventory in the Ordinary Course of Business;

12.1.5 material contract by and among any Group Company, on the one hand, and the Seller, any Affiliate of the Seller, or any officer or director of any Group Company, the Seller, or any Affiliate of the Seller, on the other hand;

12.1.6 agreement or arrangement of any Group Company containing any covenant limiting the right of the Company or a Subsidiary to engage in any line of business or to compete (geographically or otherwise) with any Person, granting any exclusive rights to make, sell or distribute any of the Relevant Products, granting any "most favored nation" or similar rights, containing any right of first offer or right of first negotiation, or otherwise prohibiting or limiting the right of the Company or a Subsidiary to make, sell or distribute any Relevant Products;

12.1.7 settlement agreement with respect to any pending or threatened Proceeding entered into by any Group Company or Seller or a member of the Seller's Group (relating to the Agila Business) within 24 months prior to the date of this Agreement to the extent there is a material obligation outstanding under such settlement agreement;

12.1.8 material written warranty, guarantee or other similar agreement with respect to contractual performance extended by any Group Company other than in the Ordinary Course of Business; and

12.1.9 material liability, obligation or commitment (other than those listed in paragraphs 12.1.1 to 12.1.8 above) on the part of any Group Company (including a capital commitment) which:

(A) is incapable of performance within 12 months from the date of Agreement; or

(B) has not been incurred in the Ordinary Course of Business; or

(C) contains any onerous or unusual terms; or

(D) is, or is likely to be, of major significance to the Group or the Agila Business.

12.2 Validity of Material Contracts

The Data Room contains an accurate and complete copy (in all material respects) of each Material Contract. With respect to each such Material Contract:

12.2.1 the Material Contract is legal, valid, binding, enforceable, duly registered (if applicable) and sufficiently stamped and in full force and effect except to the extent it has previously expired in accordance with its terms, and has been entered into on an arm's length basis;

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12.2.2 neither the Seller, nor, so far as the Seller is aware, any other party to the Material Contract is in material breach or default under the Material Contract and, so far as the Seller is aware, no event has occurred or circumstance exists that (with or without notice, lapse of time or both) would constitute a material breach or default by the Seller or the applicable Group Company or by any such other party; and

12.2.3 so far as the Seller is aware, no event has occurred or circumstance exists that (with or without notice, lapse of time or both) would give rise to any right of revocation, withdrawal, suspension, acceleration, cancellation, termination, imposition of additional material obligations or loss of rights under, result in any payment becoming due under, result in the imposition of any Encumbrances on the assets of any Group Company under, or otherwise give rise to any right on the part of any Person to exercise any remedy or obtain any relief under, the Material Contract, nor has the Seller given or received any written notice or other written communication alleging the same.

12.3 Effect of Agreement on Material Contracts

There is no Material Contract which shall or may be breached, rescinded, terminated or accelerated (whether after the giving of notice or the lapse of time or both) as a result of the execution and/or performance of this Agreement (or Completion) or of any other Transaction Document.

12.4 Capital expenditures

Save for the Permitted Capex, there are no agreements or arrangements of any Group Company for capital expenditures ***.

13. LITIGATION, ETHICS AND INSURANCE

13.1 Legal proceedings

Apart from normal debt collection, no Group Company is engaged or proposing to engage in any litigation, arbitration, prosecution or other legal Proceedings, and there are no claims or actions (whether criminal or civil) in progress, outstanding, pending or threatened in writing, against any Group Company or the Seller (in respect of the Agila Business) or any assets or directors of any Group Company and, so far as the Seller is aware, there are no facts, matters or circumstances which are reasonably likely to give rise to Proceedings.

13.2 **Unlawful acts by Company**

No Group Company and, so far as the Seller is aware, none of their directors, officers or employees has by any act or default committed:

13.1.1 any criminal or unlawful act in connection with the business of the Group;

13.1.2 any breach of trust or fiduciary duty in relation to the business or affairs of the Group.

13.2 Official investigations

No governmental, regulatory or official investigation or inquiry concerning any Group Company is in progress or threatened and, so far as the Seller is aware, there are no circumstances which are likely to give rise to any such investigation or inquiry.

13.3 Ethics, bribery and corruption

13.3.1 No Group Company and, so far as the Seller is aware, none of their directors, officers or employees has, directly or indirectly, given, made, offered or received or agreed (either themselves

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or in agreement with others) to give, make, offer or receive any payment, gift, contribution, expenditure or other advantage:

(A) which would violate any Applicable Laws in relation to bribery or corruption; or

(B) to or for a Public Official with the intention of: (i) improperly influencing any act or decision of such Public Official; (ii) inducing such Public Official to do or omit to do any act in violation of his lawful duty; or (iii) securing any improper advantage, in each case in order to obtain or retain business with or direct business to any Person,

(a "**Corrupt Act**").

13.3.2 For the purposes of this paragraph 13.4, "Public Official" includes, without limitation, any Person holding, representing or acting on behalf of a Person holding a legislative, administrative or judicial office, and any Person employed by, representing or acting on behalf of a government, department thereof, public agency or enterprise, public international organisation, or state owned enterprise, any representative or official of a political party or any candidate for any political office or any official or employee of any state hospital, agency or health care institution.

13.3.3 So far as the Seller is aware, no agent of any Group Company has committed a Corrupt Act in connection with the business of the Group Company.

13.3.4 No Group Company has been investigated (or is being investigated or is subject to a pending investigation) nor, so far as the Seller is aware, none of the directors, offices employees or agents of any Group Company has in relation to a Corrupt Act by any law enforcement, regulatory or other governmental agency, or has admitted to, or been found by a court in any jurisdiction to have engaged in, any Corrupt Act, or has been debarred from bidding for any contract or business in connection with the commission of any Corrupt Act, and, so far as the Seller is aware, there are no circumstances which are likely to give rise to any such investigation, admission, finding or disbarment.

13.3.5 Neither the Seller, nor any of its Affiliates nor any of their respective directors, agents, employees or any other Persons for whose acts it is vicariously liable has maintained or maintains secret accounts, off the books accounts, accounting ledgers or undisclosed cash (being accounts, accounting ledgers or cash which are not recorded in the company's books and records), in each case, with respect to the Agila Business.

13.3.6 No Group Company has conducted (or is conducting) an internal investigation in relation to any allegations in respect of a Corrupt Act and no employee has reported a violation in respect of any such matters. The Seller has put in place satisfactory procedures to prevent a Corrupt Act from taking place or being committed.

13.4 Insurance policies

13.4.1 All current policies of insurance taken out in connection with the Agila Business have been disclosed in the Data Room.

13.4.2 The insurances under such policies are in full force and effect and all premiums payable to date have been paid and, so far as the Seller is aware, there are no circumstances which might lead to the insurers avoiding any liability under them.

14. CORPORATE ORGANISATION AND BUSINESS

14.1 Constitutional documents

The copies of the constitutional documents of the Group Companies delivered to the Purchaser are true and complete copies in all material respects.

14.2 Statutory books and registers

The statutory books and registers of each Group Company are accurate and up to date in all material respects in accordance with Applicable Laws.

14.3 Compliance with law

14.3.1 All legal and regulatory requirements under Applicable Laws have been complied with in all material respects in connection with the formation of each Group Company and with issues of their shares and other securities, and each Group Company and its officers have complied, in all material respects, with all legal requirements as to filings, Registrations, Governmental Authorisations and other formalities. The Seller and its Affiliates with respect to the Agila Business, and each Group Company have complied in all material respects with Applicable Law.

14.3.2 ***, none of the Seller or any of its Affiliates has received with respect to the Agila Business or any of the Group Companies any written notice or other written communication from any Governmental Authority or any other Person regarding any actual, alleged or potential violation of, or failure to comply with, any Applicable Laws, Judgment, Registration or Governmental Authorisation, any actual or threatened revocation, withdrawal, suspension, cancellation, termination or modification of any Registration or Governmental Authorisation, or any actual, alleged or potential obligation on the part of the Seller or any of its Affiliates to undertake, or to bear all or any portion of the cost of, any remedial action of any nature or any actual or, so far as the Seller is aware, potential obligation on the part of the Seller or any of its Affiliates to perform a sample collection, in each case which is material with respect to the Agila Business or any of the Group Companies.

15. EMPLOYEES

15.1 General

References in this paragraph 15 to agreements, arrangements, or practices shall include any such agreements, arrangements, or practices whether oral or written, whether express or implied, and whether contractual, discretionary or customary.

15.2 Disclosure of material facts

15.2.1 The following facts and matters relating to the employment or termination of employment of the Employees have been disclosed in the Data Room, anonymised to the extent required by Applicable Law save in relation to directors (whose consent to disclosure shall have been obtained):

(A) any entitlement of any Employee conditional on a change in the control (howsoever defined and to include a disposal of all or substantially all of the business and assets of the relevant company) of the employing company or of another company including without limitation any entitlement of any Employee to resign without notice or to treat himself as dismissed or released from any obligation or to receive any payment, additional period of notice or other benefit whatsoever;

(B) all remuneration and benefits to which Employees of each Group Company are entitled, including but not limited to salary, pension, insured benefits or benefits in kind;

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

(C) any bonus schemes, commission schemes, share incentive schemes, share option schemes or profit share schemes and entitlements under these schemes and any agreement, arrangement or practice under which any Employee may receive any shares, share options, payment or other benefit by reference to performance (whether individual or collective performance) or otherwise.

15.2.2 Copies of all service agreements and terms of appointment with directors and Senior Employees of each Group Company, together with all amendments, variations or supplements thereto, have been provided in the Data Room together with a schedule of all current rates of remuneration and entitlement to benefits of all such directors and Senior Employees.

15.2.3 Copies of all standard form contracts of employment applicable to any category of Employees, identified by category of Employees to which they apply, have been provided in the Data Room, together with a copy of all contracts of employment with Employees which are not in the standard form applicable to the relevant category of Employees. There are no material differences to such standard form contracts.

15.2.4 Copies of current versions of all staff handbooks, policies and procedures applicable to an Employee have been provided in the Data Room. Copies of all employee benefit plans, programs, agreements and arrangements covering an Employee, consultant or director of a Group Company (a "Group Company Benefit Plan"), as well as, with respect to each such item, its most recent annual and actuarial reports, summary plan description, trust and tax qualification letter.

15.2.5 No Senior Employee has given notice of the termination of their employment or engagement with any Group Company or is under notice of dismissal and, so far as the Seller is aware, no Senior Employee intends to terminate his or her employment whether in connection with the transactions contemplated by this Agreement or any other Transaction Document or otherwise.

15.2.6 There is no agreement in relation to the secondment of personnel from a third party to any Group Company or from any Group Company to a third party.

15.2.7 So far as the Seller is aware, all Employees are employed or engaged by a Group Company and wholly or mainly dedicated to performing duties for or providing services to the Agila Business. There are no Employees who are employed by a Group Company who are not wholly or mainly dedicated to performing duties for or providing services to the Agila Business.

15.2.8 There is no agreement for the provision directly or indirectly to any Group Company in return for remuneration, of the services of any consultant, contractor, or other individual(s) other than an Employee of that Group Company.

15.2.9 No Senior Employee is on secondment, parental leave, long term sickness absence or other leave of absence and, so far as the Seller is aware, there is no former Employee who has, or may have, a statutory or contractual right to return to work for any Group Company.

15.2.10 All basic pay increases owed to the Employees have been implemented and all compensation, bonus and allowance payments due and payable for periods ending prior to the date hereof have been paid to the Employees and all equity, share incentive, share options, and profit share grants authorised prior to the date hereof, if any, have been granted to the Employees.

15.2.11 The Seller and all Group Companies are in compliance with all Applicable Laws relating to employment and employment practices, including but not limited to all laws regarding terms and conditions of employment, health and safety at work, wages, working time, child labour, immigration, equal opportunities and discrimination in employment, disability rights or benefits, plant closures and layoffs,

affirmative action, remuneration, pension and benefits, workers compensation labour relations, employee absence and dismissal.

15.2.12 So far as the Seller is aware, no Employee is in any respect in violation of any term of any employment agreement, non-disclosure agreement, implied duty of confidentiality, fiduciary duty, non-competition agreement, restrictive covenant or other obligation: (a) to any Group Company or (b) to a former employer of the Employee relating to the right of such Employee to be employed or engaged by such Group Company or that might restrict such Employee's ability to perform his or her duties or provide his or her services to such Group Company.

15.2.13 The Seller is not nor has it been a party to or bound by any collective bargaining, works council, employee representative or other contract with any labour union, works council or representative of any employee group with respect to any Employees, nor is any such contract being negotiated by the Seller. So far as the Seller is aware, there has been no organisation of, election for or other activities made or threatened at any time within the past two years by or on behalf of any union, works council, employee representative or other labour organisation or group of employees with respect to any Employees. There is no union, works council, employee representative or other labour organisation, which, pursuant to Applicable Laws, must be notified, consulted or with which negotiations need to be conducted and consent obtained in connection with the transactions contemplated by this Agreement or any of the other Transaction Documents. There are no pending or, so far as the Seller is aware, threatened, or anticipated strikes, work stoppages, work slowdowns, or adverse work actions or material grievances involving any Group Company.

15.2.14 The Seller has complied with all labour and employment legislation and regulations, including without limitation, regarding registration of employees, payment of salary, benefits, pension, retirement, working hours, salary parity, collective bargaining, occupational health and safety, temporary job tenure, work-related accidents and illnesses, FGTS, or social security and other associated labor matters.

15.2.15 In respect of all operations in Brazil, there are no labour, employment, pension or benefit related lawsuits, charges, claims, or contingent liabilities, including without limitation, regarding labour standards infractions and/or Labour Prosecutions Services and/or successor liabilities other than the matters addressed in Labour Court and Regional Labour Appeal Court certificates produced by the Seller prior to Completion.

15.2.16 All material facts and matters (including all material particulars of any outstanding negotiations for such) relating to all collective and other agreements with any trade union, staff association, or works council, employee representatives or other body representing all or any of the Employees and all agreements concerning the provision of information directly to, and/or the seeking of views directly from, all or any of the Employees have been disclosed in the Data Room.

15.2.17 All material particulars of the extent to which anybody is recognised by each Group Company for the purposes of collective bargaining or, within the last two years, has claimed or sought such recognition or has been de-recognised, have been disclosed in writing to the Purchaser.

15.2.18 Each Employee has all work permits, immigration permits, visas or other authorizations, each as required by Applicable Law for such Employee. The consummation of the Transaction will not cause any such Employee to cease to hold work permits, immigration permits, visas or other authorizations required for such Employee to continue to be employed by the applicable Group Company.

15.2.19 Each Group Company Benefit Plan has been operated and administered in all material respects in accordance with its terms and Applicable Law.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

15.2.20 No Group Company Benefit Plan provides medical or similar benefits for periods extending beyond retirement or termination of service, other than coverage mandated by Applicable Law.

15.2.21 There are no pending or, so far as the Seller is aware, threatened or anticipated claims by or on behalf of any Group Company Benefit Plan, or by any participant or beneficiary covered thereunder, other than routine claims for benefits.

15.3 Agreements

No Group Company has entered into and there is not in effect:

15.3.1 any agreement in relation to making any payments (other than emoluments) to or on behalf of any of its directors, Employees or former Employees;

15.3.2 any contract of employment with any Employee which contains a notice period of more than three months or which entitles the employee to compensation exceeding the value of three months' gross remuneration if terminated without notice;

15.3.3 any agreement imposing an obligation on any Group Company to make any bonus or incentive payments (whether or not in cash form) or provide any benefits in kind or any payments under a profit sharing scheme to or on behalf of, any of its employees at any future date;

15.3.4 any agreement for the making of any payment or the provision of any benefit on or after the termination of employment or retirement of any Employee or former Employee (whether pursuant to any contract of employment, collective agreement, custom and practice, enhanced redundancy policy, occupational pension scheme or otherwise) beyond any obligation to make a statutory redundancy payment or other mandatory severance payment in accordance with Applicable Law; or

15.3.5 any payment which would be triggered by the transactions contemplated by this Agreement or any of the other Transaction Documents.

15.4 Disputes

15.4.1 No dispute has arisen within the last two years between any Group Company and any recognised trade union, staff association, or works council, employee representatives or other body representing or seeking to represent any Employee and, so far as the Seller is aware, there are no circumstances which might give rise to such a dispute.

15.4.2 No Group Company is party to any Actions brought by or in relation to any Employee, no such Actions have been brought in the last two years and, so far as the Seller is aware there are no circumstances which might give rise to such a dispute or Action.

16. INCENTIVES

16.1 There are no arrangements in place pursuant to which the Purchaser or any Group Company is or would be under any obligation to pay to the Seller or any member of the Seller's Group any amounts in connection with the participation by an Employee in any Employees' Incentive Plan.

16.2 There are no disputes with any revenue authorities (wherever situate) regarding any compliance issue or outstanding Tax or social security issue in respect of the Employees' participation in the Employees' Incentive Plan.

17. PENSIONS

There is no arrangement to which any Group Company contributes, is bound to contribute or could be required to contribute or make any payment to, either now or in the future under which benefits

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of any kind are payable to or in respect of any of the Employees or any former Employees of any Group Company or any dependant of any Employee or former Employee of such Group Company on retirement, death or disability or on the attainment of a specified age or on the completion of a specified number of years of service nor has any proposal been announced (or any promise made) to establish any such agreement or arrangement and to the extent that any such agreement or arrangement existed in the past, no Group Company has any subsisting liability in respect of it. Without limiting the generality of the foregoing, no Group Company has or could have any liability under Title IV of ERISA.

18. MATERIAL CUSTOMERS AND SUPPLIERS

18.1 Material Customers

18.1.1 Neither the Seller nor any Group Company has received any notice, and, so far as the Seller is aware, no Material Customer has:

(A) ceased, or shall cease entirely, to buy the products of the Agila Business;

(B) substantially reduced, or shall substantially reduce, the purchase of products of the Agila Business; or

(C) sought, or is seeking, to reduce the price it shall pay for products of the Agila Business by a material amount, including in each case after the consummation of the transactions contemplated by this Agreement.

18.1.2 So far as Seller is aware, no Material Customer has threatened to take any action described in paragraph 18.1.1 as a result of the consummation of the transactions contemplated by this Agreement.

18.1.3 All sales made to Material Customers within the 12 month period ended the date hereof in respect to the Agila Business have been made in the Ordinary Course of Business.

18.1.4 For the purposes of this paragraph 18.1, "Material Customers" shall mean the top fifteen (15) customers of the Agila Business by reference to the revenues for the 12 month period ended 31 December 2012, and "Material Customer" shall be construed accordingly.

18.2 Material Suppliers

18.2.1 Neither the Seller nor any Group Company has received any notice from a Material Supplier of any material adverse changes in the price of ordered raw materials, supplies, merchandise or other goods or services related to the Agila Business within the period of 12 months ending on the date of this Agreement.

18.2.2 Neither the Seller nor any Group Company has received any notice nor has any reason to believe that a Material Supplier shall not sell raw materials, supplies, merchandise and other goods and services to the Purchaser immediately after the Completion on terms and conditions materially similar to those used in its current sales to the Seller or any Group Company, subject to fluctuations in prices affecting the pharmaceutical market generally.

18.2.3 So far as the Seller is aware, no Material Supplier has threatened to take any action described in paragraph 18.2.1 or 18.2.2 as a result of the consummation of the transactions contemplated by this Agreement.

18.2.4 During the 24 month period prior to the date of this Agreement, there has not occurred any material shortage, or failure to supply, of any active pharmaceutical ingredient relating to

a product of any Group Company or Seller or its Affiliates (that is or will be material to the Agila Business) or with respect to any Material Supplier.

18.2.5 For the purposes of this paragraph 18.2, "Material Suppliers" shall mean the top fifteen (15) suppliers of raw materials, supplies, merchandise to the Agila Business by reference to the aggregate purchase price for the 12 month period ended 31 December 2012, and "Material Supplier" shall be construed accordingly.

19. SELLER BROKERS OR FINDERS

Neither the Seller nor any Person acting on behalf of the Seller or its Affiliates has incurred any Liability on behalf of any Group Company to pay any fees or commissions to any broker, finder or agent or any other similar payment in connection with any of the transactions contemplated by this Agreement or the other Transaction Documents.

20. PROMOTER BROKERS OR FINDERS

No Promoter nor any Person acting on behalf of a Promoter has incurred any Liability on behalf of any Group Company to pay any fees or commissions to any broker, finder or agent or any other similar payment in connection with any of the transactions contemplated by this Agreement or the other Transaction Documents.

21. INFORMATION AND DISCLOSURE

The Seller does not have any knowledge of any fact or circumstance that has specific application to the Seller or the Agila Business that has a Material Adverse Effect that has not been set out in this Agreement, the Transaction Documents or the Schedules.

22. REGULATORY / PRODUCT LIABILITY

22.1 All of the Relevant Products are and have been developed, manufactured, tested, packaged, labelled, held, stored, distributed, marketed, imported, exported, and sold, in all material respects in accordance with (i) the requirements, specifications and standards contained in the relevant Product Registration and (ii) all Applicable Laws.

22.2 The Seller has delivered to the Purchaser true and complete copies of all Product Registrations, Regulatory Information and any other data, documents, clinical studies, product dossiers, pre-clinical studies, or correspondence, in each case of a material nature, with Regulatory Agencies (including but not limited to all reports of inspection), complaints, and reports or notices of adverse events in the Seller's possession or control regarding or related to any of the Relevant Products or the Agila Business. The Seller or a Group Company has prepared, maintained and retained all Product Registrations that are required to be maintained or reported pursuant to and in accordance with Applicable Law, including but not limited to all Product Registrations required for the Relevant Products and all Product Registrations required for the conduct of the Agila Business, and all information contained in such Product Registrations is complete and accurate in all material respects.

22.3 (i) The Seller or a Group Company holds and has held all Product Registrations necessary for the Relevant Products and for the lawful operation of the Agila Business including all applicable authorisations, registrations and licences under any Applicable Regulatory Law, and any other authorisation required by any Regulatory Agency, and (ii) all such Product Registrations are and have been valid and in full force and effect. Since 31 December 2010, there has not occurred any material violation of, default (with or without notice or lapse of time or both) under, or event giving to any third party any right of termination, amendment or cancellation of, with or without notice or lapse of time or both, any Product Registration. The Seller is and has been in compliance in all material respects with the

terms of all Product Registrations, and no event has occurred that, so far as the Seller is aware, would reasonably be expected to result in a material penalty under or the revocation, cancellation, non-renewal or adverse modification of any Product Registration. No proceeding is pending or, so far as the Seller is aware, threatened regarding the revocation, cancellation, non-renewal or adverse modification of any such Regulatory Approval, including but not limited to all Regulatory Approvals relating to any *** issued by or on behalf of the Agencia Nacional de Vigilancia Sanitaria (ANVISA) or any other Regulatory Authority in Brazil.

22.4 The Seller has completed and filed all reports, trials, studies, dossiers, documents, claims, permits, supplements, amendments and notices, including, without limitation, of all serious adverse events obtained or so far as the Seller is aware, otherwise received relating to the Relevant Products from any source, in the United States or outside the United States, required by any Regulatory Agency and Governmental Authority in order to maintain the Product Registrations. All such reports, documents, claims, permits, supplements, amendments and notices were complete and accurate in all material respects on the date filed (or were corrected in or supplemented by a subsequent filing). With respect to the Agila Business, neither the Seller nor so far as the Seller is aware, any officer, employee, agent or distributor of the Seller, has made an untrue statement of a material fact or a fraudulent statement to any Governmental Authority, failed to disclose a material fact required to be disclosed to any Governmental Authority, or committed an act, made a statement, or failed to make a statement that, at the time such disclosure was made, would reasonably be expected to provide a basis for any Governmental Authority or any other Regulatory Agency to invoke any policy regarding fraud, improbity act, untrue statements of material facts or bribery.

22.5 With respect to the Agila Business, neither the Seller, nor so far as the Seller is aware, any officer, employee, agent or distributor of the Seller or any Group Company, nor either Promoter, has been convicted of any crime or engaged in any conduct for which debarment is mandated or permissible by any Applicable Regulatory Law, nor has the Seller or, so far as the Seller is aware, any such officer, employee, agent or distributor been debarred pursuant to any Applicable Regulatory Law.

22.6 With respect to the Agila Business, neither the Seller, nor so far as the Seller is aware, any officer, employee, agent or distributor of the Seller or any Group Company, has been convicted of any crime or engaged in any conduct for which such Person could be excluded from participating in the federal health care programs under any Applicable Regulatory Law or program, nor has the Seller or, so far as the Seller is aware, any such officer, employee, agent or distributor been so excluded under any Applicable Regulatory Law or program.

22.7 No Regulatory Agency or Governmental Authority has commenced or, so far as the Seller is aware, threatened to initiate any action alleging any violations of any payor "fraud and abuse," consumer protection and false claims statutes and regulations or any pricing or rebate reporting requirements or to seek exclusion, whether voluntary or otherwise, of the Seller, its employees, and/or the Seller's relevant Affiliates from participation in any program funded by a Governmental Authority and/or public bids. Neither the Seller nor, so far as the Seller is aware, any employee of any Seller Group Company or of any Group Company, has received any written notice to such effect.

22.8 Since 31 December 2010, neither the Seller, its Affiliates nor, as far as the Seller is aware, any of its key distribution partners has voluntarily or involuntarily initiated, conducted or issued, or, so far as the Seller is aware, caused to be initiated, conducted or issued, nor, so far as the Seller is aware, has any Regulatory Agency or other third party caused to be initiated, conducted or issued, any recall, field alert, field correction, market withdrawal or replacement, safety alert, warning, "dear doctor" letter, safety alert or other notice or action relating to an alleged lack of safety, efficacy or regulatory compliance of any Relevant Product. So far as the Seller is aware, there are no facts which are reasonably likely to cause: (i) the recall, market withdrawal or replacement of any Relevant Product sold or intended

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to be sold by any Group Company; (ii) a change in the regulatory status, marketing classification or a material change in the labelling of any such Relevant Products; or (iii) a termination, revocation, non-renewal, adverse modification or suspension of the development, testing, manufacturing, packaging, labelling, storage, distribution, import, export, sale, or marketing of such Relevant Products.

22.9 Since December 31, 2010, neither the Seller nor any Group Company has received any notice that any Regulatory Agency or Governmental Authority has: (i) commenced, threatened to initiate, or is likely to initiate any action to request the recall of any Relevant Product sold or intended to be sold by any Group Company; (ii) commenced, threatened to initiate, or is likely to initiate any action to enjoin manufacture or distribution of any Relevant Product sold or intended to be sold by any Group Company; or (iii) issued, threatened to issue, or is likely to issue any demand letter, finding of deficiency or non-compliance, adverse audit observations, or adverse inspection report in respect of any Relevant Product or the Agila Business.

22.10 Since December 31, 2010, neither the Seller nor any Group Company has received any warning letters or similar correspondence from any Regulatory Agency or Governmental Authority regarding inappropriate advertising, distribution, storage, manufacture or marketing of a Relevant Product or any written notice of any actual or potential violation of Applicable Law with respect to any Relevant Product, except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Agila Business. The Seller has prepared, submitted and complied with complete (in all material respects) and timely responses and, as applicable, corrective action plans, required to be prepared and submitted or complied with in response to all inspections, examinations, defects, complaints, adverse reactions, correspondence from any Regulatory Agency, and audits by any Regulatory Agency or customer.

22.11 Since December 31, 2010, there have been no audits, inspections, examinations or, so far as the Seller is aware, investigations by a Governmental Authority (other than in respect of Taxes or FDA, cGMP or other health authority inspections in the Ordinary Course of Business that have not resulted in significant findings or enforcement activity) relating to the Agila Business or its assets.

22.12 Neither the Seller nor any Group Company is enrolled as a supplier or provider under Medicare, Medicaid, or any other governmental health care program or third-party payment program or a party to any participation agreement for payment by any such governmental health care program or third-party payment program.

22.13 There are not currently any government rebate programs applicable to the sale of any Relevant Product, including but not limited to programs with respect to government claims for Relevant Products. Since December 31, 2010, the Seller has fulfilled all of its material obligations under the agreements and contracts executed with Governmental Authorities and, so far the Seller is aware, there are no facts or circumstances which are reasonably likely to cause the Subsidiaries to be prevented from participating in tenders for contracts with Governmental Authorities or be penalised in any material way under the agreements executed with public entities.

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PART 2

TAX WARRANTIES

1. ACCOUNTS

1.1 All material direct and indirect tax as imposed by the Applicable Laws relating to Taxation as applied in the jurisdiction in which the relevant Group Company is incorporated or is otherwise subject to Taxation in respect of:

1.1.1 income, profits or gains (as computed for Taxation purposes) of each Group Company arising or accruing or deemed for Taxation purposes to arise or accrue on or before 31 December 2011; and

1.1.2 any transactions of a Group Company effected, or deemed for Taxation purposes to be effected, on or before 31 December 2011,

has either been paid or adequately provided for or disclosed in the relevant Individual Accounts.

1.2 The amount of the provision for deferred Taxation liabilities in respect of each Group Company in the Individual Accounts was, at 31 December 2011, adequate and in accordance with the accounting policies stated in them and commonly adopted in respect of companies carrying on a business similar to that carried on by any relevant Group Company.

1.3 Each Group Company has duly submitted all claims and disclaimers which have been assumed to have been made for the purpose of computing any provision for Tax in the relevant Individual Accounts.

2. EVENTS SINCE 31 DECEMBER 2011

Since 31 December 2011, no disposal has taken place or other event occurred which will or may have the effect of crystallising a material liability to Taxation in any Group Company which should have been included in the provision for deferred Taxation contained in the relevant Individual Accounts if such a disposal or other event had been planned or predicted at the date on which the relevant Individual Accounts were drawn up.

3. DISPUTES, RECORDS, CLAIMS, CLEARANCES

3.1 For the six years prior to the date of this Agreement, each Group Company, has within the time limits prescribed by the relevant legislation, duly paid all material Tax, made (and where necessary submitted) all returns, computations, given all notices, claims, disclaimers and material information to any Tax Authority as are required in each case for the purposes of any legislation relating to Tax, and all such returns, computations, notices, claims, disclaimers and information were and remain complete and accurate in all material respects, were made on a proper basis and are not the subject of any material dispute with any Tax Authority.

3.2 No Group Company has been liable to pay any material penalty, interest, surcharge or fine in connection with any Tax nor, so far as the Seller is aware, are there any circumstances by reason of which a Group Company is likely to become liable to pay any such penalty, interest, surcharge or fine.

3.3 No Group Company is involved in any dispute with any Tax Authority concerning any matter which is likely to materially adversely affect any Group Company and, so far as the Seller is aware, there are no facts which are likely to cause such an investigation to be instituted or such a dispute to arise.

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3.4 The Tax provision and the corresponding amounts recognised in the Individual Accounts in respect of the Tax provision for each Group Company does not depend in any way on any clearance, concession, agreements (including agreements for the deferred payment of any Tax liability) or other formal or informal (that is, an arrangement which is not based on, published extra-statutory concessions and published statements of practice) arrangement with or obtained from any Tax Authority.

3.5 Each Group Company has prepared, kept and preserved complete, accurate and up-to-date records both as required by Applicable Law and to enable it to deliver correct and complete Tax returns (together with all attachments thereto as required by Applicable Law) and to calculate any present liabilities to Tax of the Group or any Group Company or the entitlement of the Group or any Group Company to claim any relief from Tax for periods that end on or before Completion.

3.6 Each Group Company has in its possession sufficient records and information relating to past events to calculate the liabilities to Tax which would arise on any disposal or on the realisation of any asset owned at the Accounts Date and no member of the Group has disposed of or acquired any material asset in circumstances such that a price other than the price actually paid for such asset may be substituted for Tax purposes.

4. DEDUCTIONS OR WITHHOLDINGS

4.1 Each Group Company has duly complied in material respects with all statutory requirements to deduct or withhold Taxation from any payments it has made and has properly accounted to the relevant Tax Authority for any such Taxation which ought to have been accounted for prior to the date hereof.

4.2 The Disclosure Letter contains details of all sums payable under any obligation incurred by any Group Company prior to the date hereof and which will continue to bind the relevant Group Company after Completion from or in respect of which that Group Company is obliged to deduct, withhold or otherwise account for any amount in respect of or representing Tax.

5. GROUPS AND EXIT CHARGES

5.1 No Group Company has entered into or agreed to enter into any arrangement or election with another Group Company or any other company in respect of any liability to Tax incurred or treated as incurred by another Group Company.

5.2 The execution of this Agreement or Completion will not result in any degrouping or other exit tax charge against any Group Company in respect of any assets held by a Group Company at Completion;

6. TRANSFER PRICING

No transaction or arrangements involving any Group Company and connected or associated Persons have taken place or are in existence which included or include terms which are different to those which would have been agreed between independent parties transacting at arm's length and are not such that the prices charged or received by any Group Company pursuant to the transaction or arrangements have been or could be the subject of any dispute with any Tax Authority.

7. STAMP TAXES AND TRANSFER TAXES

All documents of which a Group Company may be interested in enforcing in judicial, arbitral, regulatory, administrative or any similar Proceedings have been duly stamped and no stamp or other documentary or transaction duties or other transfer Taxes arise as a result of the execution or completion of this Agreement or any other Transaction Document.

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8. RESIDENCE

8.1 Each Group Company has at all times since its incorporation been resident for Taxation purposes in the country in which it was incorporated and nowhere else and will be so resident at Completion and does not have a branch, agency, permanent establishment in a jurisdiction other than the jurisdiction of its incorporation.

8.2 No Group Company is subject to Tax in any jurisdiction other than its place of incorporation by virtue of having a branch, agency or permanent establishment in that jurisdiction or other place of business in that jurisdiction, and is not liable for any Tax as the agent of any other Person or business and does not constitute a branch, agency or permanent establishment of any other Person, business or enterprise for any Tax purpose.

9. TAX AVOIDANCE

9.1 No Group Company has been a party to nor otherwise involved in any transaction, scheme or arrangement the main purpose or object or one of the main purposes or objects of which was to avoid, reduce or defer a liability to Tax.

9.2 No Group Company has been involved in any transaction or series of transactions which, or any part of which, may for any Tax purpose need to be specifically disclosed to a Tax Authority other than as part of routine periodic compliance or which is at risk of being disregarded, recharacterised or reconstructed by reason of any motive to avoid, reduce or delay a possible liability to Tax.

9.3 So far as the Seller is aware, no Group Company has participated in any "reportable transaction" within the meaning of Sections 6011, 6662A and 6707A of the Code.

10. TAX SHARING

10.1 No Group Company is bound by or party to (nor will it become bound by or party to) any Tax indemnity, Tax sharing or Tax allocation agreement in respect of which claims would not be time barred.

10.2 No Group Company has a liability to make any payment pursuant to an indemnity, guarantee or covenant entered into before Completion under which any Group Company has agreed to meet or pay a sum equivalent to or by reference to another Person's liability to Tax.

11. SECONDARY LIABILITIES

No transaction, act, omission or event has occurred (including without limitation the execution or implementation of this Agreement or any other Transaction Document) in consequence of which any Group Company is or may be held liable for any Tax or may otherwise be held liable for or to indemnify any Person in respect of any Tax which is primarily or directly chargeable against or attributable to any Person other than another Group Company.

12. EMPLOYEES

So far as the Seller is aware, each Group Company has properly withheld or deducted Tax on payments made to (or treated as being made to) individuals including any Employees, either as employees, ex-employees or under contractor agreements and has properly paid all Tax that it is required to withhold or deduct and/or account for and has complied with payroll Tax and contributions reporting requirements in each country in which it is subject to such requirements. Where a Group Company was obliged to report to any Tax Authority on the amount of income paid to such individuals, either as employees, ex-employees or under contractor agreements rather than withhold Tax on payments made, any and all such reports were made timely and completely.

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13. ***

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SCHEDULE 9

LIMITATIONS ON LIABILITY

1. DISCLOSURE; PURCHASER'S KNOWLEDGE

1.1 Neither the Seller nor the Promoters shall be liable in respect of a Claim to the extent that:

1.1.1 the facts and circumstances giving rise to the Claim are fairly disclosed in the Disclosure Letter ***

1.1.2 ***

2. TIME LIMITS

2.1 The Purchaser shall give written notice to the Seller and the Promoters of any matter or event which may give rise to a claim under the Transaction Documents as soon as reasonably practicable after the Purchaser or any Group Company becomes aware of such matter or event together with reasonable details of such matter or event then known to the Purchaser or any Group Company.

2.2 Neither the Seller nor the Promoters shall be liable for any:

2.2.1 ***

2.2.2 ***

2.2.3 ***

2.3 ***

2.4 ***

2.4.1 ***

2.4.2 ***

3. MONETARY LIMITS

3.1 The aggregate amount of the liability of the Seller and the Promoters in respect of all claims and Tax Deed Claims under the Transaction Documents and the Tax Deed (as applicable) shall not exceed an amount equal ***.

3.2 The aggregate amount of the liability of the Seller and the Promoters in respect of all General Claims (other than Fundamental Seller Warranty Claims or Fundamental Promoter Warranty Claims) and Tax Claims and all claims for indemnity for Environmental Losses and pursuant to Clauses 14.1.7 to 14.1.9 inclusive shall not exceed ***.

3.3 The aggregate amount of the liability of the Seller and the Promoters in respect of all Tax Deed Claims and all claims pursuant to Clause 14.1.10 and 14.1.12 shall not exceed ***.

3.4 ***

3.5 ***

3.6 For the purposes of this Schedule 9, a number of Claims arising directly from the same or similar facts, subject matter, circumstances or events shall be treated as one individual Claim rather than a series of individual Claims.

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4. PROVISION OF INFORMATION

4.1 Upon the Purchaser notifying the Seller and the Promoters of a claim under the Transaction Documents or a matter or event which may give rise to a claim the Purchaser shall and shall procure that each Group Company shall:

4.1.1 give the Seller and the Promoters and their advisers such access, as the Seller and the Promoters reasonably request, to the personnel, records and information of each Group Company together with the right to examine and copy or photograph such assets, documents, records and information as the Seller and the Promoters reasonably require; and

4.1.2 subject to the Seller and, as the case may be, the Promoters entering into such hold harmless letters in favour of the statutory auditors or accountants as may reasonably be required, procure that the appointed and any former auditors or accountants of the Group Companies and the Group make available to the Seller and the Promoters and their advisers, their audit or other working papers in respect of any audit of the Individual Accounts or accounts of the Group Company or their working papers in relation to the limited review exercise conducted in respect of the Limited Review Accounts, in each case if such papers may be relevant to the claim or potential claim.

4.2 The Purchaser shall use its reasonable efforts to, and shall procure that each Group Company shall use its reasonable efforts to, keep safe all information, books, records, documents (including information in electronic form) relating to the relevant Group Company and its business which are or may be relevant in connection with any matter which may give rise to a claim under the Transaction Documents for the period within which any claim may be brought under this Agreement and after that for as long as any claim or potential claim remains outstanding.

5. PURCHASER'S ACTIONS

5.1 The Seller and the Promoters shall not be liable in respect of a claim under the Transaction Documents to the extent that the claim would not have arisen but for a breach of this Agreement by the Purchaser.

5.2 The Seller and the Promoters shall not be liable in respect of a claim under the Transaction Documents to the extent that the claim would not have arisen but for an act, omission or transaction occurring before Completion at the express written request or express written direction of the Purchaser.

6. CHANGES IN LAW, REGULATION, ACCOUNTING POLICIES AND PRACTICE

6.1 The Seller and the Promoters shall not be liable in respect of a claim under the Transaction Documents to the extent that the claim arises or is increased only as a result of:

6.1.1 ***

6.1.2 ***

6.1.3 ***

6.1.4 ***.

7. INSURANCE

Where the Purchaser, or any Group Company (or any assignee or successor in title thereof) is or may be entitled to recover from its insurers any sum in respect of any matter or event which is likely to give rise to a claim under the Transaction Documents, the Purchaser shall, or shall procure that the person so entitled shall, use *** recover that sum ***. The Purchaser shall keep the Seller and the Promoters reasonably and promptly informed of the conduct of such recovery. Any sum actually

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recovered by the Purchaser, or any Group Company from its insurers net of all costs incurred by the Purchaser or any Group Company in recovering such loss will reduce the amount of the claim by an equivalent amount. Notwithstanding the foregoing, the Purchaser shall not be obligated to seek recovery from its insurers in respect of a claim under the Transaction Documents prior to seeking recovery from the Seller and the Promoters for such claim.

8. MATTERS INCLUDED IN THE ACCOUNTS

***

9. SUMS RECOVERABLE FROM THIRD PARTIES

9.1 Where the Purchaser, or any Group Company (or any assignee or successor in title thereof) is or may be entitled to recover from any third party any sum in respect of any matter or event which is likely to give rise to a claim under the Transaction Documents, the Purchaser shall, or shall procure that the person so entitled shall, use its commercially reasonable endeavours to recover that sum (it being understood that the Purchaser may determine (acting reasonably) that it may not be commercially reasonable to pursue such recovery). The Purchaser shall keep the Seller and the Promoters reasonably and promptly informed of the conduct of such recovery. Any sum actually recovered by the Purchaser, or any Group Company (less any reasonable out of pocket expenses incurred by the Purchaser or any Group Company in recovering the sum and any Tax attributable to or suffered in respect of the sum recovered) from any third party will reduce the amount of the claim by an equivalent amount. Notwithstanding the foregoing, the Purchaser shall not be obligated to seek recovery from a third party in respect of a claim prior to seeking recovery from the Seller or, as the case may be, the Promoters for such claim.

9.2 The Purchaser shall (subject to the remaining provisions of this paragraph) repay to the Seller and the Promoters any amount later recovered from third parties in respect of a claim already satisfied by the Seller, (less any reasonable out of pocket expenses incurred by the Purchaser or any Group Company in recovering the sum and any Tax attributable to or suffered in respect of the sum recovered). If the amount so recovered exceeds the amount of all claims satisfied by the Seller and the Promoters, the Purchaser shall be entitled to retain the excess.

10. ACTIONS BY THIRD PARTIES

10.1 If the Purchaser becomes aware of any claim, action or demand made against it or any Group Company by a third party which may give rise to a claim under the Transaction Documents (a "Third Party Claim"), subject to the Purchaser and each member of the Purchaser Group and each Group Company being indemnified and secured to the Purchaser's reasonable satisfaction by the Seller against all costs and expenses, including those of its professional advisers, which may be incurred or suffered in respect of such Third Party Claim, the Purchaser shall:

10.1.1 as soon as reasonably practicable, notify the Seller and the Promoters giving reasonably available details of the relevant facts and circumstances relating to the Third Party Claim;

10.1.2 procure that the relevant Group Company shall keep the Seller and the Promoters reasonably informed of all material developments in relation to the Third Party Claim and not settle or make any admission of liability, agreement or compromise any claim or matter relating to the Third Party Claim without written consent of the Seller and the Promoters, such consent not to be unreasonably withheld or delayed or conditioned; and

10.1.3 procure that the relevant Group Company shall (subject to the Purchaser and its relevant Affiliates being entitled to employ its own professional advisers) consult with and take all such action as the Seller and the Promoters may reasonably request in relation to the Third Party Claim,

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including commencing conducting, defending, resisting, settling, compromising or appealing against any Proceedings.

11. MITIGATION

Nothing in this Schedule 9 restricts or limits any general obligation under English law of the Purchaser and the Group Companies to mitigate any loss or damage which they may suffer or incur as a consequence of any breach of any Seller Warranty or Promoter Warranty. In relation to any other matter, event or circumstance which gives rise to a claim under the Transaction Documents the Purchaser further agrees to take such reasonable steps (at the cost of the Seller and the Promoters) as the Seller and the Promoters shall request, to mitigate any loss or damage.

12. NO LIABILITY TO THIRD PARTIES

No Person other than the Purchaser or the Purchaser Indemnitees or its permitted assignee(s) is entitled to make any claim against the Seller or the Promoters under the Transaction Documents.

13. NO DOUBLE RECOVERY

The Purchaser agrees that it shall not be entitled to recover the same damages or obtain payment, reimbursement, restitution or indemnity more than once for the same loss in respect of any one shortfall, damage, or deficiency which give rise to one or more claims under the Transaction Documents. For this purpose, recovery by the relevant Group Company shall be deemed to be recovery by the Purchaser.

14. INDIRECT, CONSEQUENTIAL AND PUNITIVE LOSS

14.1 ***

14.1.1 ***

14.1.2 ***

14.1.3 ***

15. MISCELLANEOUS

15.1 None of the limitations of liability contained in this Schedule 9 shall apply to any liability for any Claim to the extent that the same (or the delay in discovery of it) is attributable to or the consequence of (or is increased as a consequence of) fraud or fraudulent misrepresentation, on the part of the Seller, the Promoters or any member of the Seller's Group or any of their respective Affiliates, directors, officers or employees.

15.2 Any failure by the Purchaser or any member of the Purchaser's Group to comply with their obligations in this Schedule 9 (other than pursuant to paragraphs 2.2 and 2.4), shall not absolve or release the Seller, the Promoters or any member of the Seller's Group from liability, but shall entitle the Seller and the Promoters to claim a deduction from their liability to pay any Claim to the extent they are financially prejudiced by such failure, and provided that the Seller and the Promoters shall have taken all reasonable steps to mitigate such financial prejudice.

15.3 Nothing in this Schedule 9 shall require the Purchaser to disclose or cause to be disclosed any material or information which (i) as between the Purchaser and/or the Group Companies and/or any other member of the Purchaser's Group and any other person is of a legally privileged nature unless the material or information can reasonably be disclosed without violating any such privilege; or (ii) would or would be reasonably likely to breach any Applicable Law or any agreement which is legally binding on the Purchaser and/or any of the Group Companies.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

16. CURRENCY CONVERSION

For the purposes of determining any amount set forth in this Schedule 9, amounts in currencies other than US$ shall be converted into US$ at the end of day closing price London time, as reported on Bloomberg page WCV, on the date of such determination.

17. TAX DEED

Save where express reference is made in this Schedule 9 or specific provision is made in the Tax Deed, the limitations in this Schedule 9 shall not apply to the Tax Deed and, for the purposes of this Schedule 9, a reference to Transaction Documents shall not be taken to include a reference to the Tax Deed and the provisions of the Tax Deed shall further operate to limit the liability of the Seller in respect of any Tax Claim.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

SCHEDULE 10

PURCHASER AND GUARANTOR WARRANTIES

PART A

PURCHASER WARRANTIES

1. INCORPORATION

The Purchaser is duly incorporated, duly organised and validly existing under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement.

2. CORPORATE POWER AND AUTHORITY

The Purchaser has the necessary corporate power and authority to enter into and perform each of the Transaction Documents and any agreement entered into pursuant to the terms of the Transaction Documents and such documents constitute valid and binding obligations on the Purchaser and are enforceable against the Purchaser, in accordance with their respective terms.

3. DUE AUTHORISATION, EXECUTION AND DELIVERY

The Purchaser has duly authorised, executed and delivered this Agreement and will, at Completion, have authorised, executed and delivered any agreements to be entered into pursuant to the terms of this Agreement.

4. NO BREACH

4.1 The execution and delivery by the Purchaser of, and the performance by the Purchaser of its obligations under, this Agreement, a Transaction Document and any agreement entered into pursuant to the terms of a Transaction Document will not:

4.1.1 result in a breach of or conflict with any provision of its constitutional documents;

4.1.2 result in a material breach of, or constitute a material default under, any instrument to which it is a party or by which it is bound; or

4.1.3 result in a breach of any applicable laws or regulations or of any order, decree or judgment of any court or any governmental or regulatory authority in any jurisdiction.

5. CONSENTS

All material consents, permissions, authorisations, approvals and agreements of third parties and all authorisations, registrations, declarations, filings with any governmental department, commission, agency or other organisation having jurisdiction over the Purchaser which are necessary or desirable for the Purchaser to obtain in order to enter into and perform a Transaction Document to which it is party and any agreement entered into pursuant to the terms of a Transaction Document to which it is party in accordance with its terms, have been unconditionally obtained in writing and have been disclosed in writing to the Seller.

6. PROCEEDINGS

6.1 There are no:

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

6.1.1 outstanding judgments, orders, injunctions or decrees of any governmental or regulatory body or arbitration tribunal against or affecting the Purchaser or any of its Affiliates;

6.1.2 lawsuits, actions or Proceedings pending or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser; or

6.1.3 investigations by any governmental or regulatory body which are pending or threatened against the Purchaser, so far as the Purchaser is aware,

which, in each case, has or could have a material adverse effect on the ability of the Purchaser to perform its obligations under this Agreement and/or any agreement entered into pursuant to the terms of this Agreement.

7. SOLVENCY

No order has been made, petition presented or meeting convened for the winding up of the Purchaser, nor any other action taken in relation to the appointment of an administrator, liquidator, receiver, administrative receiver, compulsory manager or any provisional liquidator (or equivalent in any other jurisdiction) (or other process whereby the business is terminated and the assets of the company concerned are distributed amongst the creditors and/or shareholders or other contributors), and there are no Proceedings under any applicable insolvency, reorganisation or similar laws in any relevant jurisdiction, and no events have occurred which, under applicable laws, would justify any such Proceedings.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

PART B

GUARANTOR WARRANTIES

1. INCORPORATION

The Guarantor is duly incorporated, duly organised and validly existing under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement.

2. CORPORATE POWER AND AUTHORITY

The Guarantor has the necessary corporate power and authority to enter into and perform each of the Transaction Documents and any agreement entered into pursuant to the terms of the Transaction Documents and such documents constitute valid and binding obligations on the Guarantor and are enforceable against the Guarantor, in accordance with their respective terms.

3. DUE AUTHORISATION, EXECUTION AND DELIVERY

The Guarantor has duly authorised, executed and delivered this Agreement and will, at Completion, have authorised, executed and delivered any agreements to be entered into pursuant to the terms of this Agreement.

4. NO BREACH

4.1 The execution and delivery by the Guarantor of, and the performance by the Guarantor of its obligations under, this Agreement, a Transaction Document and any agreement entered into pursuant to the terms of a Transaction Document will not:

4.1.1 result in a breach of or conflict with any provision of its constitutional documents;

4.1.2 result in a material breach of, or constitute a material default under, any instrument to which it is a party or by which it is bound; or

4.1.3 result in a breach of any applicable laws or regulations or of any order, decree or judgment of any court or any governmental or regulatory authority in any jurisdiction.

5. CONSENTS

All material consents, permissions, authorisations, approvals and agreements of third parties and all authorisations, registrations, declarations, filings with any governmental department, commission, agency or other organisation having jurisdiction over the Guarantor which are necessary or desirable for the Guarantor to obtain in order to enter into and perform a Transaction Document to which it is party and any agreement entered into pursuant to the terms of a Transaction Document to which it is party in accordance with its terms, have been unconditionally obtained in writing and have been disclosed in writing to the Seller.

6. PROCEEDINGS

6.1 There are no:

6.1.1 outstanding judgments, orders, injunctions or decrees of any governmental1 or regulatory body or arbitration tribunal against or affecting the Guarantor or any of its Affiliates;

6.1.2 lawsuits, actions or Proceedings pending or, to the knowledge of the Guarantor, threatened against or affecting the Guarantor; or

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

6.1.3 investigations by any governmental or regulatory body which are pending or threatened against the Guarantor, so far as the Guarantor is aware,

which, in each case, has or could have a material adverse effect on the ability of the Guarantor to perform its obligations under this Agreement and/or any agreement entered into pursuant to the terms of this Agreement.

7. SOLVENCY

No order has been made, petition presented or meeting convened for the winding up of the Guarantor, nor any other action taken in relation to the appointment of an administrator, liquidator, receiver, administrative receiver, compulsory manager or any provisional liquidator (or equivalent in any other jurisdiction) (or other process whereby the business is terminated and the assets of the company concerned are distributed amongst the creditors and/or shareholders or other contributors), and there are no Proceedings under any applicable insolvency, reorganisation or similar laws in any relevant jurisdiction, and no events have occurred which, under applicable laws, would justify any such Proceedings.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

SCHEDULE 11

REAL ESTATE PROPERTIES

***

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

SCHEDULE 12

DEFINITIONS AND INTERPRETATION

1. In this Agreement each of the following words and expressions shall have the following meanings:

"**Accounting Policies**" has the meaning set out in Schedule 4;

"**Accounts**" means the Individual Accounts and the Limited Review Accounts;

"**Accounts Date**" means 31 December 2012;

"**Actions**" means claims, actions, Proceedings, damages, demands, judgments, sums payable, liabilities and losses (which for the avoidance of doubt includes but is not limited to, any diminution in the value of the Shares, or the shares in the Subsidiaries or the assets of the Company or the Subsidiaries) (in each case, whether or not successful, compromised, settled, withdrawn or which shall become unenforceable by the lapse of time or otherwise);

"**AEFL**" means Agila Especialidades Farmaceuticas Ltda, a company incorporated under the laws of Brazil with registered number CNPJ: 11.643.096/0001-22, NIRE: 3320858940-3 and whose registered office is at City of Campos de Goytacazes, State of Rio de Janeiro, at Rua Lourival Martins Beda, 1118, Zip Code 28110-000, Brazil;

"**AEFL JV Interest Purchase Agreement**" the sale and purchase agreement or about the date hereof, pursuant to which AFPL shall acquire all of the equity interests held by ***;

"**Affiliate**" means in relation to any Person, any other Person directly or indirectly Controlled by, or Controlling of, or under common Control with, that Person and, in the case of a trust, any trustee or beneficiary (actual or potential) of that trust;

"**AFPL**" means Agila Farmacêutica Participações Ltda (formerly known as Strides Farmacêutica Participações Ltda), a company incorporated under the laws of Brazil with registered number CNPJ/MF 11.655.193/0001-35; NIRE: 3320859110-6 and whose registered office is City of Rio de Janeiro, State of Rio de Janeiro, at Avenida João Cabral de Melo Neto 400, rooms 603 and 604, Zip Code 22775-057, Brazil;

"**AFPL JV Interest Purchase Agreement**" the Sale and Purchase Agreement dated on or about the date hereof, pursuant to which Agila Specialties Americas Limited shall acquire all of the equity interests held by ***;

***

***

"**Agila Business**" means the business conducted by the Group Companies, comprising the development, manufacturing, distribution, marketing and sale of Relevant Products;

"**Agila Group**" means the Group and Agila Specialties Pvt Limited and its subsidiaries;

***

"**Agila Investments Stamp Duty Amount**" means ***;

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

"**Agila IP**" means Intellectual Property (excluding any rights in software and computer programs, (whether in source code, object code or other form), algorithms, databases, compilations and data, and supporting technology) owned by the Group and used in the conduct of the Agila Business;

"**Agila Marketing**" means Agila Marketing e Distribuição de Produtos Hospitalares Ltda, a company incorporated under the laws of Brazil with registered number CNPJ/MF: 05.656.727/0001-45, NIRE: 3320713230-2 and whose registered office is at City of Serra, State of Espírito Santo, at Av. Talma Rodrigues Ribeiro, 147, storage 3, room 12 Zip Code 29173-795, Brazil;

"**Agila Marketing JV Interest Purchase Agreement**" means the Sale and Purchase agreement dated on or about the date of Completion, pursuant to which Agila Specialties Americas Limited shall acquire all of the equity interest in Agila Specialties Investments Limited and therefore own all of the equity interest in Agila Marketing;

"**Agila Specialties Investments Limited**" means a company incorporated in England (registered number 8779682) with registered office at New Bridge Street House, 30 – 34 New Bridge Street, London EC4V 6BJ;

"**Agila USA**" means Agila Specialties Inc., a Wyoming corporation;

"**Agila USA CEO Payments**" means ***.

***

***

"**Amended Agreement**" means the agreement executed on 5 April 2013, effective from 27 February 2013 made between the Parties for the sale and purchase of the entire issued share capital of the Company;

"**Ancillary Deed**" means the ancillary deed between the Purchaser, the Seller and others effective as of the date hereof;

***

"**Applicable Law**" means all laws, regulations, directives, statutes, subordinate legislation, common law and civil codes of any jurisdiction and all codes of practice having force of law, all judgments, orders, notices, instructions, decisions and awards of any court or Governmental Authority of competent jurisdiction and with standing in the jurisdictions in which the Agila Business operates;

"**Applicable Regulatory Law**" means all Applicable Laws relating to the research, development, manufacturing, import, export, distribution, marketing, promotion, advertising, sale, monitoring of adverse events or reactions, or reimbursement of pharmaceutical products;

"**Approved Capital Expenditure Budget**" means the capital expenditure program set out at Appendix 7 and any amendments to such program as may be agreed in writing between the Seller and the Purchaser;

***

"**Assets**" means in relation to any Person, means the real property, Intellectual Property, rights, assets and legal relationships of such Person (including contracts and products under development);

***

***

***

"**Australia JV Interest Purchase Agreement**" means the sale and purchase agreement, dated on or about the date hereof, pursuant to which Agila Specialities Global Pte Ltd. shall acquire all of the equity interests held by ***;

"**Australia JV Payment Amount**" means the amount payable to the Australia JV Seller on completion of the Australia JV Interest Purchase Agreement;

***

***

"**AU$**" means Australian Dollars, the lawful currency of Australia;

"**Bank Debt**" has the meaning given in Schedule 4;

***

"**Biotech**" means Strides' biotech listed business vertical operating through Agila Biotech (which name shall be changed within three (3) weeks from the date of Completion to not include the word Agila);

***

"**Borrower**" means the Group Company that is specified in the "Name of Borrower" column in Appendix 3 in relation to each item of Bank Debt or as may be specified in the Payoff Letter and the applicable Release Letter;

***

"**Brand License Agreement**" means the brand license agreement to be entered into between the parties thereto on or before the Completion Date, on terms consistent with the Brand License Agreement Term Sheet;

"**Brand License Agreement Term Sheet**" means the Brand License Agreement Term Sheet in the agreed form;

"**Brazil JV Indemnity**" means the certain Deed of Covenant and Indemnity, to be entered into prior to or on the Completion Date, by and among the Seller, the Purchaser, Agila Specialties Americas Limited, Agila Specialties Investments Limited, ***;

"**Brazil JV Interest Purchase Agreements**" means the Agila Marketing JV Purchase Agreement, the AFPL JV Interest Purchase Agreement and the AEFL JV Interest Purchase Agreement;

***

***

"**Brazil JVs Payment Amount**" means the amount payable to the counterparties of the Brazil JV Interest Purchase Agreements;

"**Business Da**y" means a day (not being a Saturday or Sunday) on which banks are open for general banking business in London, Singapore, Bangalore and New York;

"**Business Plan**" means the financial model relating to the Agila Business as contained in 1.A.2.1 (Basil Model Neem) of the Data Room;

"**CA$**" means Canadian dollars, the lawful currency of Canada;

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***

"**Cash**" has the meaning given in Schedule 4;

"**CEV Escrow Agent**" means the Person nominated by the Seller and the Purchaser to act as escrow agent in accordance with the CEV Escrow Agreement;

"**CEV Escrow Agreement**" means the escrow agreement setting out the terms and conditions on which the CEV Escrow Agent will hold and release, as applicable, the Contingent Fund on and from Completion;

"**CEV Escrow Side Letter**" has the meaning given in Clause 3.7;

***

"**Claim**" means a General Claim and a Tax Claim;

"**Code**" means the U.S. Internal Revenue Code of 1986;

"**Combination Transaction**" has the meaning set out in Clause 13.8;

"**Commitment**" has the meaning set out in Clause 4.4.3;

"**Company**" means Agila Specialties Global Pte Ltd., a limited private company incorporated in the Republic of Singapore with registration number 201223959H and whose registered office is at 8 Cross Street, #10-00 PWC Building, Singapore;

"**Competing Business**" has the meaning set out in Clause 13.1.1;

"**Competing Division**" has the meaning set out in Clause 13.8;

"**Competition Approval**" refers to the approvals required pursuant to paragraphs 3.1 and 3.2 of Schedule 2;

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

"**Competition Authorities**" has the meaning set out in Clause 4.8;

"**Completion**" means completion of the sale and purchase of the Shares in accordance with Clause 6;

"**Completion Balance Sheet**" has the meaning given in Schedule 4;

"**Completion Date**" means the date on which Completion takes place in accordance with the terms of this Agreement;

"**Completion Deed**" means the deed between the Purchaser, the Seller and others relating to Completion and other matters, effective as of the date hereof;

"**Completion Disclosure Letter**" means the letter provided immediately before Completion from the Seller to the Purchaser in relation to the Seller Warranties repeated immediately before Completion;

"**Completion Payment**" has the meaning set out at Clause 3.2.1;

"**Conditions**" means the conditions set out in Schedule 2;

"**Conduct Period**" has the meaning set out in Clause 3.13.3;

"**Consent**" means any license, permission, approval, clearance, permit, notice, consent, authorisation, waiver, grant, concession, agreement, certificate, exemption, order or registration from any Governmental Authority or any other Person;

"**Consolidation Order**" means an order by a Tribunal that a First-filed Dispute and a Later Dispute be resolved in the same arbitral proceedings;

"**Contingent Enterprise Value**" means ***;

"**Contingent Fund**" has the meaning given in Clause 3.2A;

"**Control**" means the power of a Person to secure, directly or indirectly, (whether by the holding of shares, possession of voting rights or by virtue of any other power conferred by the articles of association, constitution, partnership deed or other documents regulating another Person or otherwise) that the affairs of such other Person are conducted in accordance with his or its wishes or the possession, directly or indirectly, of power of a Person to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of such other Person, and "Controlled" and "Controlling" shall be construed accordingly;

***

***

"**Cost of Goods Sold**" or "COGS" means:

(a) with respect to any product purchased from a third party, the actual cost of acquisition (without mark-up);

(b) with respect to any product manufactured internally by a party, the actual direct material costs, labour costs and other direct costs, as well as fixed and variable overheads to the extent allocable to products.

For clarity, such costs shall exclude general administrative or corporate overhead, sales and marketing expenses, research and development costs, interest expenses and any other costs not directly attributable or allocable to products. However, in the case of both (a) and (b), costs will include other costs (without mark-up) actually incurred and allowable to products, for example costs of quality assurance, transportation and storage;

"**Costs**" means costs, charges and expenses (including those suffered or incurred in establishing or enforcing a right to be indemnified under this Agreement);

"**CTA 2010**" means the Corporation Tax Act 2010;

"**Customer Payback Amount**" has the meaning given in Schedule 4;

"**Dangerous Substance**" means any natural or artificial substance (whether in a solid, liquid, gas, vapour or other form) that is (i) capable (alone or in combination) of causing significant harm to man or any other living organism or of significantly damaging the Environment or public health (including controlled, clinical, special or hazardous waste, polluting, toxic or dangerous substances, or radioactive materials) or (ii) is listed or subject to regulation pursuant to any Environmental Law;

"**Data Protection Laws**" means all Applicable Laws in connection with privacy and the processing, collection, use and protection of personal data in any jurisdiction;

"**Data Room**" means the documents, materials and information (including correspondence) contained in the online data room which is operated by Merrill Datasite and made available to the Purchaser (including the Purchaser's agents and advisers) details of which are contained in the index annexed to the Disclosure Letter and the contents of which were provided by Merrill Datasite to the Parties on an external hard drive;

"**Debt**" has the meaning given in Schedule 4;

"**Deloitte Review Report**" means the Review Report by Deloitte Haskins & Sells issued to the Board of Directors of SAL related to the pro forma combined financial statements of the Specialty Entities in accordance with the procedure mentioned in the Standard on Review Engagement (SRE) 2410 issued by the Institute of Chartered Accountants in India;

***

"**Disclosure Letter**" shall mean the Signing Disclosure Letter in respect of the Seller Warranties and Promoter Warranties given at the date of this Agreement and the Completion Disclosure Letter in respect of the Seller Warranties given immediately before Completion;

"**Dispute**" has the meaning given in Clause 19.1;

"**Disputed Details**" has the meaning given in paragraph 2.3 of Schedule 4;

"**Draft Individual Accounts**" means the individual unaudited balance sheet, profit and loss account, cash flow statement (if applicable) and the notes thereto for the 12 month period ended 31 December 2012 in relation to certain of the Specialty Entities as detailed in the definition of Individual Accounts;

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

"**Draft Limited Review Accounts**" means the PCFS at 31 December 2012, where the accompanying Deloitte Review Report is unsigned;

"**Election Period**" has the meaning given in paragraph 2.2 of Appendix 12;

"**Employee**" means any individual who has entered into or works under a contract of employment or any other contract with a Group Company whereby the individual undertakes to do or perform personally any work or services (save where the relevant Group Company's status by virtue of that contract is that of a client or customer of any profession or business undertaking carried on by an individual), and "Employees" shall be construed accordingly;

"**Employee Incentive Plan**" means any deferred compensation, incentive compensation, phantom share plan, cash bonus plan, stock purchase, stock option and other equity compensation plan, program, agreement or arrangement operated by the Group or the Seller;

"**Encumbrance**" means any claim, option, charge (fixed or floating), mortgage, lien, pledge, equity, encumbrance, easement, right to acquire, right of pre-emption, right of first refusal, title retention or any other security interest or any agreement or arrangement having a similar effect or any agreement to create any of the foregoing;

"**English Courts**" has the meaning given in Clause 19.8;

"**Enterprise Value**" means ***;

"**Enterprise Value Due at Completion**" means ***;

"**Environment**" means any or all of the following media: air (including air within any building or other natural or man-made structure whether above or below ground), water (including surface waters, underground waters, groundwater, coastal and inland waters and water within any natural or man-made structure), land (including land under water, surface land and sub-surface land), flora, fauna, ecosystems and man;

"**Environmental Law**" means any and all laws, statutes, secondary and subordinate legislation, regulations, directives, circulars, guidance, common law, notices under legislation, judgments, orders and decisions, interpretations of any laws by any Regulatory Authority and international and EU treaties concerning the protection of the Environment, human health and safety (including worker health and safety) or the generation, transportation, storage, treatment or disposal of any Dangerous Substance or waste;

"**Environmental Licence**" means any permit, licence, authorisation, permission, accreditation, registration, consent, exemption or other approval required under or in relation to any applicable Environmental Law in order to carry on the Agila Business;

"**Environmental Losses**" has the meaning given in Clause 14.1.1;

"**Environmental Proceedings**" means any Proceeding commenced and/or taken by a Regulatory Authority or third party under Environmental Law;

"**Environmental Requirements**" means any obligations or requirements arising pursuant to applicable Environmental Law and any final notices, judgments, orders or decrees pursuant to Environmental Law;

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

"**ERISA**" means the Employee Retirement Income Security Act of 1974;

"**Estimated Cash**" has the meaning given in Schedule 4;

"**Estimated Completion Balance Sheet**" has the meaning given in Schedule 4;

"**Estimated Customer Payback Amount**" represents the Seller's good faith estimate of the Customer Payback Amount at the Relevant Time;

"**Estimated Debt**" has the meaning given in Schedule 4;

"**Estimated Net Working Capital**" has the meaning given in Schedule 4;

"**Estimated Target Net Working Capital**" has the meaning given in Schedule 4;

"**Estimated Unpaid Change in Control Payments**" has the meaning given in Schedule 4;

"**Estimated Working Capital Shortfall**" has the meaning given in Schedule 4;

"**EUR**" means Euros, the lawful currency of the European Union;

***

"***Power of Attorney**" means the power of attorney to be granted by *** and *** in favour of the Seller, or the Seller's nominee in the agreed form;

***

***

"**Existing Dispute**" means any Dispute and/or Related Agreement Dispute;

"**Existing Lenders**" means the bank or lender that is specified in the "Name of Bank/Lender" column in Appendix 3 in relation to each item of Bank Debt or as may be specified in the Payoff Letter and the applicable Release Letter;

"**Expert Accountant**" has the meaning given in paragraph 2.6 of Schedule 4;

"**Final Individual Accounts**" means the individual audited balance sheet, profit and loss account, cash flow statement (if applicable) and the notes thereto for the 12 month period ended 31 December 2012 in relation to certain of the Specialty Entities as detailed in the definition of Individual Accounts;

***

"**Final Limited Review Accounts**" means the PCFS at 31 December 2012, where the accompanying Deloitte Review Report is signed;

"**Financial Vendor Due Diligence Report**" the report dated 8 November 2012 (volume I) and 24 December 2012 (Volume III) prepared by Ernst & Young LLP in connection with the Group Companies;

"**Financing**" has the meaning set out in Clause 8.5;

"**First-filed Dispute**" means any Dispute and/or Related Agreement Dispute where a Request for Arbitration has been served before a Request for Arbitration has been served in relation to a Later Dispute;

"**Foreign Inward Remittance Certificate**" is a proof of payment received by the individual from outside the country in the foreign currency; it is a credit to the account of the receiver by authorized body such as banks that are authorized by the Reserve Bank of India;

***

"**Full Title Guarantee**" means with the benefit of the implied covenants set out in Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 when a disposition is expressed to be made with full title guarantee;

"**Fundamental Promoter Warranties**" means the Promoter Warranty contained in paragraph 3 (*Capacity*) of Schedule 8;

"**Fundamental Seller Warranties**" means the Seller Warranties contained in paragraphs 1 (*Title*), 2.1, 2.2, 2.3 and 2.4 (*Seller and Group Company Capacity*) of Schedule 8;

"**Fundamental Seller Warranty Claim**" means any claim arising out of, or in connection with, any of the Fundamental Seller Warranties;

"**General Claim**" means a claim in respect of any of the General Warranties;

"**General Warranties**" means the warranties contained in Part 1 of Schedule 8;

"**Governmental Authorisation**" means other than Registrations, all filings with any Governmental Authority, Consents (to the extent required from a Governmental Authority), licenses, franchises, permits, concessions, exemptions, orders, certificates, registrations, re-registrations, applications, declarations and filings pertaining to the aforesaid issued, granted, given or otherwise made available by or under the authority of any Governmental Authority pursuant to any Applicable Laws;

"**Governmental Authority**" shall mean any multinational, national, federal, state, regional, community, provincial, county, municipal or local government, or any political subdivision of any of the foregoing, or any entity, authority, agency, ministry, commission, tribunal, arbitral body, court or other similar body exercising executive, legislative, judicial, taxing, regulatory or administrative authority or functions of or pertaining to government, including any authority or quasi-governmental entity established to perform any of these functions;

"**Gross Profit**" means Net Sales less COGS. Such amounts shall be calculated in a manner consistent with a party's internal accounting practices, consistently applied. As it relates to the Purchaser, such amounts shall also be in accordance with generally accepted accounting principles in the United State of America and as it relates to the Group such amounts shall also be in accordance with Indian GAAP;

"**Group**" means the Company and the Subsidiaries;

"**Group Auditors**" means Deloitte or Deloitte Haskins & Sells or any other member firm;

"**Group Companies**" means the Company and the Subsidiaries and "Group Company" shall be construed accordingly;

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

"**Group Company Benefit Plan**" has the meaning given in paragraph 15.2.4 of Schedule 8;

"**Guarantor Warranties**" means the warranties contained in Part B of Schedule 10;

***

"**Hire Purchase Leases**" has the meaning given in Schedule 4;

"**Historical Limited Review Accounts**" means the PCFS and related Deloitte Review Report for the Specialty Entities for the 12 month period ended 31 December 2011, the 6 month period ended 30 June 2012 and the 9 month period ended 30 September 2012;

"**Holdback Deduction Amount**" has the meaning given in clause 3.19;

"**Holdback Expert Accountant**" has the meaning given in paragraph 1.4 of Appendix 31;

"**HSR Act**" means the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations promulgated thereunder;

***

***

"**Improvements**" means the material buildings, structures, fixtures, building systems and equipment included on the Owned Real Property;

***

"**India SPA**" means the Sale and Purchase Agreement, effective as of the date hereof, by and among SAL, the India Purchaser and the Promoters;

"**Indian GAAP**" means the generally accepted accounting principles in India, in effect from time to time;

"**Individual Accounts**" means the individual unaudited balance sheet, profit and loss account, cash flow statement (if applicable) and the notes thereto for the 12 month period ended 31 December 2011 in relation to the following Subsidiaries: (i) Agila Specialties (Holdings) Cyprus Limited; (ii) Onco Laboratories Limited; (iii) Farma Plus AS; (iv) Agila Specialties Polska sp.zo.o; (v) Agila Farmaceutica Participacoes Ltda; (vi) Agila Especialidades Farmacêuticas Ltda; (vii) Agila Marketing e Distribuição de Produtos Hospitalares Ltda; (viii) Agila Specialties Inc.; and (ix) Agila Specialities Pharma Corporation;

"**Information**" means books and records, documents, information, data and financial affairs (including the statutory books, minute books, contracts, customer lists, supplier lists and leases);

"**Information Technology Agreements**" has the meaning given in paragraph 11.2.1 of Schedule 8;

"**Information Technology Systems**" means all communications systems and computer systems used by a Group Company including all hardware, software and websites but excluding networks generally available to the public;

"**Initial Longstop Date**" means 31 December 2013;

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

"**Intellectual Property**" means all intellectual property and industrial property rights and rights in confidential information of every kind and description throughout the world, in each case whether registered or unregistered, and including any applications for registration of any of the following, including (i) inventions (whether patentable or not), patents, invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions and extensions thereof, (ii) rights in computer programs (whether in source code, object code, or other form), algorithms, databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing, (iii) copyrights and copyrightable subject matter, (iv) trademarks, service marks, names, corporate names, trade names, domain names, logos, slogans, trade dress, registered designs, design rights and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (v) all Know-how, confidential information, trade secrets, ideas, proprietary processes, formulae, models and methodologies, (vi) rights of publicity, privacy, and rights to personal information, (vii) moral rights and rights of attribution and integrity, and (viii) any rights or forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing which subsist anywhere in the world;

"**Joinder**" means the joining of a party to this Agreement or a Related Agreement to an Existing Dispute;

"**Joinder Order**" means an order by a Tribunal that a party to this Agreement or a Related Agreement be joined to an Existing Dispute;

"**Joint Ventures**" shall mean ***;

"**Judgment**" shall mean any order, injunction, judgment, decree, ruling, assessment or arbitration award of any court or other tribunal or arbitrator;

"**JV Interest Purchase Agreements**" means ***;

"**JV Payment Amount**" has the meaning given in Appendix 11;

"**Key Contracts**" means those contracts listed in Part 1 of Appendix 15;

"**Key Restrictions**" has the meaning set forth in Appendix 15;

"**Key Terminating Contracts**" has the meaning set forth in Appendix 26;

"**Know-how**" means all know how, trade secrets and confidential information, in any form (including paper, electronically stored data, magnetic media, film and microfilm) including without limitation financial and technical information, drawings, formulae, test results or reports, project reports and testing procedures, information relating to the working of any product, process, invention, improvement or development, instruction and training manuals, tables of operating conditions, information concerning intellectual property portfolio and strategy, market forecasts, lists or particulars of customers and suppliers, sales targets, sales statistics, prices, discounts, margins, future business strategy, tenders, price sensitive information, market research reports, information relating to research and development and business development and planning reports and any information derived from any of them;

"**Later Dispute**" means any Dispute or Related Agreement Dispute where a Request for Arbitration is served after a Request for Arbitration has been served in respect of a First-filed Dispute;

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

"**Leased Real Property**" means the Real Property which is leased by the Company and the Subsidiaries as listed in Schedule 11 and marked 'Leasehold';

"**Legal Vendor Due Diligence Report**" means the report dated 6 November 2012 prepared by the Seller's Solicitors and other legal advisers in connection with the Agila Business and the Group Companies;

"**Liability**" means with respect to any Person, any liability or obligation of such Person, whether known or unknown, absolute, accrued, contingent, liquidated, unliquidated or otherwise, due or to become due or otherwise, and whether or not required to be reflected on a balance sheet prepared in accordance with Indian GAAP;

"**Limited Review Accounts**" means the Draft Limited Review Accounts and the Final Limited Review Accounts;

"**Longstop Date**" means the Initial Longstop Date or such later date as determined by Clause 4.11;

"**Material Adverse Effect**" means any change, event, effect, fact, circumstance or occurrence that, individually or in the aggregate, has resulted in or would, based on an objective determination, reasonably be expected to result in a material and adverse effect on: (x) the business, results of operation or financial condition of the Agila Business taken as a whole, or (y) the ability of the Seller to perform its material obligations under or consummate the transaction contemplated by this Agreement and the Transaction Documents, provided that Material Adverse Effect shall not include changes, events, effects, facts, circumstances or occurrences, individually or in the aggregate, resulting from: (a) conditions generally affecting companies engaged in the pharmaceutical business, except to the extent any Group Company is disproportionately affected relative to such companies, (b) changes in national or international, economic or political conditions or any currency exchange rates or controls, except to the extent any Group Company is disproportionately affected relative to other companies engaged in the pharmaceutical business, (c) conditions with respect to financial, banking or securities markets including any disruption thereof and any decline in the price of any security of any market index, (d) the launch of a product by any entity not being a Group Company that competes with any of the Relevant Products, provided that no Group Company has granted rights to such entity in respect of such product, (e) acts of war, terrorism natural disaster, extremity of weather or any national or international calamity, except to the extent any Group Company is disproportionately affected relative to other companies engaged in the pharmaceutical business, (f) changes, after the date hereof, in GAAP or regulatory accounting requirements applicable to the Agila Business, except to the extent any Group Company is disproportionately affected relative to other companies engaged in the pharmaceutical business, (g) changes in any laws, rules, regulations, orders, or other binding directives issued by any Governmental Entity, except to the extent any Group Company is disproportionately affected relative to other companies engaged in the pharmaceutical business, (h) failure of the Group to meet financial projections, forecasts or revenue or earnings predictions for any period (provided that the underlying cause(s) for any such failure shall not be excluded by this clause (h)), (i) the public announcement of the transactions expressly contemplated by this Agreement, or (j) actions expressly required by any of the Transaction Documents, or undertaken by the Seller or any Group Company in respect of the Agila Business with the express written consent of the Purchaser;

"**Material Contract**" has the meaning given in paragraph 12 of Schedule 8;

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*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

"**Negative Conditions**" those Conditions in paragraphs 1, 2.1 to 2.3 (inclusive), 2.6, 2.8, 2.9 and 4 of Schedule 2;

"**Net Sales**" means the gross amount invoiced by or on behalf of a party, less the following deductions to the extent actually paid, granted or accrued or otherwise directly incurred by a party with respect to the sale of products:

(a) rebates, chargebacks, returns, quantity and cash discounts and other usual and customary discounts or allowances to customers or government programs;

(b) actual freight and insurance costs of transportation; and

(c) any Service Taxes, duties, customs and any other governmental charges, to the extent included in the invoice;

"**Net Working Capital**" has the meaning given in Schedule 4;

***

"**Novations**" means the novation of the Transferring Contracts from members of the Seller's Group to members of the Group;

"**NZ$**" means New Zealand dollars, the lawful currency of New Zealand;

"**Ordinary Course of Business**" shall mean the usual, regular and ordinary course of business of the Agila Business, consistent with the manner in which the Agila Business has been conducted during the twelve months prior to the date of this Agreement;

"**Owned Real Property**" means the Real Property which is owned by the Company and the Subsidiaries as listed in Schedule 11;

"**Paragraph IV Challenges**" means challenges to any paragraph IV certifications filed by the Group pursuant to the US Drug Price Competition and Patent Term Restoration Act 1984 (as may be amended from time to time);

"**Party**" or "**Parties**" means a party or the parties to this Agreement;

"**Payoff Amount**" means each such amount (which shall include all related penalties and estimated interest related thereto) in the relevant currency as is notified to the Seller by each Existing Lender in the applicable Release Letter as necessary to discharge each Bank Debt as at the Completion Date;

"**Payoff Letter**" means a letter from the Seller to the Purchaser specifying the US$ amount equivalent to the aggregate amount of all of the Payoff Amounts in accordance with the applicable Release Letters, and in relation to each Borrower: (i) the Payoff Amount payable by such Borrower; (ii) the name(s) of and details of the bank account(s) of such Borrower into which the relevant Payoff Amount is to be paid at Completion; (iii) the currency in which the relevant Payoff Amount is to be paid; and (iv) the name(s) of and details of the bank account(s) of Existing Lenders into which each Payoff Amount shall be transferred by the relevant Borrower as soon as reasonably practicable following Completion;

"**Permitted Capex**" means capital expenditure incurred in accordance with the Approved Capital Expenditure Budget between the date of this Agreement and the Completion Date (inclusive);

"**Permitted Encumbrances**" means each of the following: ***;

"**Person**" shall mean and include an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a government or political sub-division, or agency or instrumentality thereof and/or any other legal entity;

"**Planning Law**" means all Applicable Laws which apply or relate to town and country planning;

"**PLN**" means Polish złoty, the lawful currency of Poland;

"**Positive Conditions**" those Conditions in paragraphs 2.4, 2.5, 2.7 and 3 of Schedule 2;

"**Post-Completion Customer Payback Amount**" means ***;

"**Post Completion Payment Date**" means two (2) Business Days after the date on which the Cash, Debt, the Net Working Capital, the Target Net Working Capital, the Customer Payback Amount and Unpaid Change in Control Expenses are agreed between the Purchaser and the Seller or otherwise determined in accordance with Schedule 4;

"**Proceeding**" shall mean any action, arbitration, audit, examination, investigation, hearing, litigation or suit (whether civil, criminal, administrative, judicial or investigative whether formal or informal, and whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator;

"**Product Registrations**" means all authorizations, approvals, registrations, clearances, consents, licenses, qualifications and other rights from, and all declarations, notices and filings with, the Regulatory Agencies that are necessary to develop, test, manufacture, package, label, storemarket, import, distribute and/or sell any of the Relevant Products;

"**Pro Forma Combined Financial Statements of the Specialties Business**" or "PCFS" has the meaning given in Schedule 4;

"**Promoter Warranties**" means the warranties contained in paragraphs 3 (*Promoter Capacity*) and 20 (*Promoter Brokers and Finders*) of Schedule 8;

"**Promoters**" means Mr Arun Kumar and Pronomz Ventures LLP;

"**Prudent Environmental Action**" means an action taken by a Purchaser Indemnittee with consistent with good commercial practice, which action would otherwise still be taken by a Purchaser Indemnitee without regard to the existence of an indemnity, to mitigate or avoid potential liability with respect to liability under Environmental Law, Environmental Proceedings or Environmental Requirements, whether or not there is an Environmental Proceeding or Environmental Requirement to take such actions;

"**Purchaser**" has the meaning given in the Preamble;

"**Purchaser Dispute Response**" has the meaning given in paragraph 2.4 of Schedule 4.

"**Purchase Price**" has the meaning given in Clause 3.1;

"**Purchaser Conditions**" means the Purchaser's conditions set out in paragraph 2 of Schedule 2;

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"**Purchaser Indemnitees**" has the meaning given in Clause 14.1;

"**Purchaser Obligation**" means any warranty or undertaking to indemnify (including any covenant to pay pursuant to the Tax Deed) given by the Purchaser to the Seller and/or the Promoters under this Agreement;

"**Purchaser's Accountants**" has the meaning given in Schedule 4;

"**Purchaser's Group**" the group of companies comprising the Purchaser, any holding company from time to time of the Purchaser and any subsidiary of the Purchaser;

"**Purchaser's Solicitors**" means Skadden, Arps, Slate, Meagher & Flom, LLP, Four Times Square, New York 10036-6522; and Skadden, Arps, Slate, Meagher & Flom (UK) LLP, 40 Bank Street, Canary Wharf, London E14 5DS;

"**Purchaser's Tax Group**" has the meaning given to it in the Tax Deed;

"**Purchaser Warranties**" means the warranties contained in Part A of Schedule 10;

"**Real Properties**" means the leasehold and freehold properties owned or held in perpetual usufruct by the Company and the Subsidiaries as listed in Schedule 11;

"**Registrations**" means the authorisations, approvals, licenses, permits, certificates, or exemptions issued by a Governmental Authority held by the Seller or any Group Company immediately prior to Completion that are required for the Agila Business;

"**Regulatory Agency**" means a Governmental Authority that is concerned with the quality, identity, strength, purity, safety, efficacy, development, packaging, labelling, storage, testing, manufacturing, sale, distribution, marketing, import or export, as applicable, of each of the Relevant Products;

"**Regulatory Authority**" means any authority, agency, department (including any governmental department or agency) or other Person having authority under, or jurisdiction in respect of, any

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"**Regulatory Escrow Agent**" means the Person nominated by the Seller and the Purchaser to act as escrow agent in accordance with the Regulatory Escrow Agreement;

"**Regulatory Escrow Agreement**" means the escrow agreement setting out the terms and conditions on which the Regulatory Escrow Agent will hold and release, as applicable, the Regulatory Fund on and from Completion;

"**Regulatory Escrow Amount**" means ***;

"**Regulatory Escrow Side Letter**" has the meaning given in Clause 3.7;

"**Regulatory Fund**" has the meaning given in Clause 3.2B;

"**Regulatory Information**" means copies of the Product Registrations, together with copies of related correspondence between any Seller Group Company or Group Company and the applicable Governmental Authority, current approved packaging and any other existing files and dossiers, in

each case relating to the Product Registrations and/or to the underlying data or information used to support, maintain or obtain marketing authorization of the underlying Product;

***

"**Related Agreement**" has the meaning given in Clause 19.15;

"**Related Agreement Dispute**" means any dispute, claim or difference including any question regarding its existence, validity or termination arising out of or in connection with a Related Agreement and any dispute relating to any non-contractual obligations arising out of it;

"**Related Party Loans**" has the meaning given in Schedule 4;

"**Release Letter**" means a letter from an Existing Lender containing (i) the specified amount at the Completion Date in the relevant payable currency necessary to be paid by the relevant Borrower to discharge such Bank Debt, payable as at the Completion Date, and confirming that upon receipt of the specified amount all security, guarantees and indemnities in relation to the relevant Bank Debt will be automatically released, or (ii) the amount in the relevant payable currency necessary to be paid by the relevant Borrower to discharge such Bank Debt, determined on the corresponding date of issuance of such letter, and confirming that upon receipt, on the Completion Date, of the specified amount, duly adjusted (to calculate the payment as of the Completion Date rather than the date of such letter), all security, guarantees and indemnities in relation to the relevant Bank Debt will be automatically released;

"**Relevant Claims**" has the meaning given in Appendix 27;

"**Relevant Products**" means ***;

"**Related Party Transactions**" means agreements or arrangements between a Group Company and a member of the Seller's Group or a Promoter, including Related Party Loans excluding those related party transactions identified by the Seller and the Purchaser in Appendix 9 to not be terminated prior to Completion;

"**Relevant Law**" means all laws, regulations, directives, statutes, subordinate legislation, common law and civil codes of any jurisdiction and all codes of practice having force of law, all judgments, orders, notices, instructions, decisions and awards of any court or Government Authority of competent jurisdiction and with standing in any of the following territories: India, Brazil, the USA, Singapore, Canada, New Zealand, Poland and Australia;

"**Relevant Time**" has the meaning set out in Schedule 4;

"**Representatives**" means, in relation to a person, its directors, officers, employees, agents and advisers;

"**Restrictive Covenant Agreement**" means the agreement between the Seller, the Purchaser and others, effective as of the date hereof, containing certain non-compete and non-solicitation provisions;

"**Restructuring**" means the restructuring of the Agila Business undertaken by the Seller's Group prior to Completion (but including for the purposes of this definition, for the avoidance of doubt, the Group Companies);

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"**Restructuring Steps**" the Novations and the steps required to complete the reorganisation of the Group Companies and certain assets used in connection with the Agila Business as set out in Appendix 2 ;

"**Rules**" has the meaning given in Clause 19.1;

"**R$**" means Brazilian Real, the lawful currency of the Federal Republic of Brazil;

"**Rs**" means Indian Rupee, the lawful currency of the Republic of India;

"**SAL**" means Strides Arcolab Ltd;

"**Seller**" has the meaning given in the Preamble;

"**Seller's Accountants**" has the meaning given in Schedule 4;

"**Seller's Group**" means the group of companies comprising the Seller, any holding company from time to time of the Seller and any subsidiary of the Seller or any such holding company but excluding any Group Company or member of the Agila Group and "member of the Seller's Group" or "Seller Group Company" shall be construed accordingly;

"**Seller Information**" has the meaning given in Clause 12.3;

"**Seller Obligation**" any warranty or undertaking to indemnify (including any covenant to pay pursuant to the Tax Deed) given by the Seller to the Purchaser under this Agreement;

"**Seller Parent Guarantee**" means the deed between the Purchaser and SAL relating to the guarantee by SAL of certain obligations of Seller, effective as of the date hereof;

"**Seller Related Withholding Tax**" means any liability to Taxation imposed on the Purchaser, or a member of the Purchaser's Tax Group, which arises as a result of the disposal of the Shares by the Seller to the Purchaser and is levied by reference to or on account of the sum paid or treated as paid for such Shares and recognised or deemed to be recognised by the Seller on such disposal, where such Taxation is required to be accounted for or paid (in whole or in part) by the Purchaser, or a member of the Purchaser's Tax Group, by way of withholding or deduction at source, other than:

(a) any stamp duties, real estate transfer taxes, registration fees and registration taxes and capital duties whenever and wherever imposed and any other Tax of a similar nature, together with all penalties, surcharges, charges, costs and interest relating to such stamp duties, real estate transfer taxes, registration fees and registration taxes and capital duties;

(b) any Tax payable or suffered by a member of the Purchaser's Tax Group or any Group Company by reference to the net profits, income or gains of that member or that Group Company;

(c) any Tax assessed on or payable or suffered by any member of the Purchaser's Tax Group by reference to any consideration given or deemed to be given to any member of the Purchaser's Tax Group pursuant to the Transitional Services Agreement and/or any other transitional arrangements; or

(d) any liability to Taxation imposed by the United States which arises as a result of the Purchaser's residence there or, in the event Purchaser assigns its rights and obligations under the Agreement to an affiliate incorporated or formed under the laws of the European Union,

Singapore, Australia, Mauritius or Japan, any tax imposed by such jurisdiction as a result of the Purchaser's assignee being resident there or any Taxation imposed by any of the jurisdictions referred to in this paragraph (d) as a result of a member of the Purchaser's Tax Group being resident in any such jurisdiction;

"**Seller's Solicitors**" means Herbert Smith Freehills LLP, Exchange House, Primrose Street, London EC2A 2EG;

"**Seller Warranties**" means together the General Warranties, the Fundamental Seller Warranties and the Tax Warranties;

"**Senior Employee**" means any Person employed or engaged by any Group Company earning more than ***;

"**Service Tax**" means any value added tax, service tax, sales tax or any other similar consumption related tax;

***

"**Shares**" means the 100 issued ordinary shares with an aggregate nominal value of S$100 in the share capital of the Company;

"**Shrinkwrap Software**" means third party software sold in a standard configuration and readily available to the public on standard terms and conditions;

"**Signing Disclosure Letter**" means the letter dated the same date as this Agreement from the Seller to the Purchaser in relation to the Seller Warranties;

"**Singaporean Stamp Duty Documents**" means (i) Working Sheet D (for private companies with ordinary issued shares) computing the net asset value per Share in the form prescribed by the Stamp Duty Branch of the Inland Revenue Authority of Singapore; (ii) a set of the latest management accounts of the Company, certified by a director or company secretary of the Company; and (iii) Form E4A (for transfer of shares), or such other documents as may be prescribed from time to time by the Stamp Duty Branch of the Inland Revenue Authority of Singapore for the purpose of assessing the stamp duty payable on a transfer of the Shares;

"**Software**" means all software used in connection with the business of a Group Company as is currently conducted or contemplated to be conducted, including Shrinkwrap Software and firmware that relates to or is comprised in hardware, together with all supporting documentation, user manuals, training materials and other materials necessary to enable a user to make full use of the functionality of, or to administer effectively, such software and firmware;

"**Specialty Entities**" has the same meaning as in Schedule 4;

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"**Strides Group**" means SAL and its subsidiaries;

"**Subsidiaries**" the undertakings, details of which are set out in Part 2 of Schedule 1 and "**Subsidiary**" shall be construed accordingly;

"**S$**" means Singapore Dollars, the lawful currency of the Republic of Singapore;

"**Target Net Working Capital**" has the meaning given in Schedule 4;

"**Taxation**" or "**Tax**" means taxation or tax as defined in the Tax Deed;

"**Tax Authority**" has the meaning set out in the Tax Deed;

"**Tax Claim**" means any claim in contract or otherwise in respect of the Tax Warranties but for the avoidance of doubt, a claim made under the Tax Deed shall not be considered to be a claim in respect of the Tax Warranties and, therefore, is not a Tax Claim;

"**Tax Counsel**" has the meaning set out in the Tax Deed;

"**Tax Deed**" means the deed in relation to Tax entered into pursuant to this Agreement in the agreed terms;

"**Tax Deed Claim**" means any claim in contract or otherwise pursuant to the terms of the Tax Deed;

"**Tax Warranties**" means the warranties contained in Part 2 of Schedule 8;

"**Tenders**" means tenders pursuant to which a Group Company offers to supply Relevant Products to hospitals or Governmental Authorities;

"**Terminating RPTs**" has the meaning set out in Clause 5.9;

"**Third Party Claim**" has the meaning given to it in paragraph 10 of Schedule 9;

"**Third Party Consent**" means any consent, approval, agreement or waiver required from a third party for the transfer of any rights to or the assumption by the Purchaser or the Group of any obligations under any of the Transferring Contracts;

"**Third Party Terminating Contracts**" has the meaning set out in Appendix 26;

"**Total Contingent Holdback Amount**" has the meaning given it in Appendix 34;

"**Trade Payables**" has the meaning given in Schedule 4;

"**Transaction**" means the transaction contemplated by this Agreement;

"**Transaction Documents**" means this Agreement, the Tax Deed, the CEV Escrow Agreement, the CEV Escrow Side Letter, the Transitional Services Agreement, the Brand License Agreement Term Sheet, the Brand License Agreement, the Restrictive Covenant Agreement, the Completion Deed, the Disclosure Letter, Seller Parent Guarantee, the Ancillary Deed, the Regulatory Escrow Agreement, the Regulatory Escrow Side Letter, the *** Power of Attorney, the *** Indemnity and any other document designated in writing by the Seller and the Purchaser as a Transaction Document, and including for purposes of Clause 3.7 hereof and paragraph 13 of Schedule 9, the India SPA and any document designated as a Transaction Document in the India SPA;

"**Transferring Contracts**" means ***;

"**Transitional Services Agreement**" means the transitional services agreement between the parties thereto dated the date of this Agreement;

"**Unpaid Change in Control Payments**" has the meaning given in Schedule 4;

"**Unpaid Company Restructuring Expenses**" means any costs, fees, expenses, losses or damages incurred or suffered by any Group Company or any payment due from any Group Company in connection with the (i) implementing the Restructuring (ii) effecting the Novations or (iii) completing the JV Interest Purchase Agreements, in each case, that remain unpaid as of the Relevant Time less any Service Tax chargeable in respect of the matters giving rise to such amounts which is recoverable (whether by way of credit or refund and whether by a Group Company or by any member of its fiscal group) but only to the extent such amounts are actually recovered;

"**Unpaid Company Transaction Expenses**" means any professional services fees, costs or expenses incurred or suffered by any Group Company in connection with the consideration, review, pursuit, negotiation, execution and/or performance of this Agreement and the transactions contemplated by this Agreement, in each case, that remain unpaid as of the Relevant Time less any Service Tax chargeable in respect of the matters giving rise to such amounts which is recoverable (whether by way of credit or refund and whether by a Group Company or by any member of its fiscal group) but only to the extent such amounts are actually recovered;

"**US GAAP Audit**" means an audit performed under generally accepted auditing standards in the United States of America, in accordance with generally accepted accounting principles in the United States of America, of the PCFS for a period or periods reasonably in advance of Completion; and updated to the date of Completion;

***

"**US$**" or "**US Dollars**" means United States Dollars, the lawful currency of the United States of America;

***

"**Withholding Instruction**" has the meaning set out in Clause 3.13;

"**Working Capital Shortfall**" has the meaning given in Schedule 4; and

"**£**" means pounds sterling, the lawful currency of the United Kingdom.

2. In this Agreement, except where the context otherwise requires:

2.1.1 any reference to this Agreement includes the Schedules and Appendices to it each of which forms part of this Agreement for all purposes;

2.1.2 a reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision and is a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced;

2.1.3 words in the singular shall include the plural and vice versa;

2.1.4 references to one gender include other genders;

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

2.1.5 a reference to a Person shall include a reference to a firm, a body corporate, an unincorporated association, a partnership or to an individual's executors or administrators;

2.1.6 a reference to a Clause, paragraph, Schedule (other than to a schedule to a statutory provision) or Appendix shall be a reference to a Clause, paragraph, Schedule or Appendix (as the case may be) of or to this Agreement;

2.1.7 if a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day;

2.1.8 references to any English legal term for any action, remedy, method of judicial Proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates the English legal term in that jurisdiction and references to any English statute or enactment shall be deemed to include any equivalent or analogous laws or rules in any other jurisdiction;

2.1.9 references to writing shall include any modes of reproducing words in any legible form and shall include email except where expressly stated otherwise;

2.1.10 a reference to a balance sheet or profit and loss account shall include a reference to any note forming part of it;

2.1.11 a reference to "includes" or "including" shall mean "includes without limitation" or "including without limitation";

2.1.12 references to documents "in the agreed terms", "in the agreed form" or any similar expression shall be to documents agreed between the Parties, annexed to this Agreement and initialled for identification by the Seller and the Purchaser;

2.1.13 the headings in this Agreement are for convenience only and shall not affect its interpretation;

2.1.14 references to this Agreement include this Agreement as amended, varied, modified or supplemented in accordance with its terms;

2.1.15 any indemnity or covenant to pay (the "Payment Obligation") being given on an "after-Tax basis" means that the amount payable pursuant to such Payment Obligation (the "Payment") shall be calculated in such a manner as will ensure that, after taking into account:

(A) any Tax to be deducted or withheld from the Payment;

(B) the amount of any additional Tax which becomes payable by the recipient of the Payment as a result of the Payment's being subject to Tax in the hands of the recipient of the Payment; and

(C) the amount of any Tax benefit which is obtained by the recipient of the Payment to the extent that such Tax benefit is attributable to the matter giving rise to the Payment Obligation or to the receipt of the Payment,

the recipient of the Payment is in the same position as that in which it would have been if there had been non such deduction, withholding, additional Tax payable or Tax benefit; and

2.1.16 (i) all references herein to "the date of this Agreement" or "the date hereof" or other similar phrases shall be interpreted and construed as references to its effective date of February 27, 2013; and (ii) all references to the date of this Agreement in any other Transaction Document shall be interpreted and construed as references to such effective date.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

APPENDIX 34

CONTINGENT FUTURE PAYMENT

1.1A Within *** following the expiration of the Regulatory Contingent Holdback Period, the Purchaser shall pay to the Seller an amount equal to (a) the Total Contingent Holdback Amount minus (b) the Aggregate Holdback Deduction minus (c) ***, provided, that if the Aggregate Holdback Deduction is equal to or greater than ***, no amount shall be paid pursuant to this Clause 1.1A.

1.1B ***

(x) ***

(y) ***

(z) ***

If the result of the calculation in clause (x) or (y) of Clause 1.1B is a negative number, Purchaser shall owe no further payment to Seller in respect of Clause 1.1B. The Seller shall have no liability to pay any amount to Purchaser under this Clause 1.1A and 1.1B.

1.2 The Purchaser shall notify the Seller of the amounts included in the calculation of the Aggregate Holdback Deduction (each, a "**Holdback Deduction Amount**") together with such information as is reasonably necessary to support the calculation and inclusion in the Aggregate Holdback Deduction of such amounts within *** following the expiration of the Regulatory Contingent Holdback Period and at such other times as the Seller may reasonably require prior to the expiry of the Regulatory Contingent Holdback Period. For the purposes of determining any costs, expenses or losses included in the calculation of the Aggregate Holdback Deduction, amounts in currencies other than US$ shall be converted into US$ at the end of day closing price London time, as reported on Bloomberg page WCV, on the date such cost, expense or loss is paid. In the event of a dispute with respect to a Holdback Deduction Amount, the provisions of Appendix 31 shall apply. In the event that the independent accountant selected to act as the Holdback Expert Accountant (as defined in Appendix 31) is unable or unwilling for any reason to act as the "expert accountant" in accordance with Appendix 31, the provisions of Clause 19 of this Agreement shall apply to any dispute with respect to a Holdback Deduction Amount. ***.

1.3 Save as set out in Clause 1.1A, no claim may be made by the Purchaser, any Affiliate of the Purchaser or any Group Company under the terms of this Agreement or any other Transaction Document in respect of any amount that may be included in the Aggregate Holdback Deduction and the sole recourse of the Purchaser, any Affiliate of the Purchaser or any Group Company in relation to any amount that may be included in the Aggregate Holdback Deduction shall be pursuant to and in accordance with Clause 1.1A. ***. Save as expressly provided in this Clause 1.3, the Purchaser and any Purchaser Indemnitee shall maintain all rights with respect to any and all warranties or indemnities contemplated by this Agreement or any Transaction Document.

1.3 The Parties acknowledge that the maximum aggregate liability of the Seller in relation to any amounts that may be included in the Aggregate Holdback Deduction and the *** shall be limited to the Total Contingent Holdback Amount, and further acknowledge that the maximum aggregate liability of the Seller in relation to any amounts that may be included in the *** shall be limited to ***.

1.4 Any proposed Aggregate Holdback Deduction and *** pursuant to Clause 1.1A and 1.1B shall be considered to be a "claim under the Transaction Documents" for the purposes of paragraphs 2.1, 3.1, 4, 12, and 13 of Schedule 9.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

1.5 ***

1.6 ***

1.7 ***

For purposes of this Appendix 34:

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"**Total Contingent Holdback Amount**" means US$250,000,000.

***

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

AMENDED AND RESTATED ON 4 DECEMBER 2013
WITH AN EFFECTIVE DATE OF 27 FEBRUARY 2013

SELLER	)	
	)	
SIGNED by **Nasser Kabir**	)	
	)	
duly authorised for and on behalf	)	
of **STRIDES PHARMA ASIA PTE**	)	/s/ Nasser Kabir
LTD	)	
in the presence of:	)	(Director)
Signature of Witness		/s/ Marc Perkins
Name of Witness (in BLOCK CAPITALS)		MARC PERKINS
Address of Witness		6 Burmesyer Road
		London SW17 OJN
		UNITED KINGDOM

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

GUARANTOR)
)
SIGNED by **BRIAN BYALA**)
)
duly authorised for and on behalf)
of **MYLAN INC.**) /s/ Brian Byala
in the presence of) Authorised Signatory

Signature of Witness /s/ C. Don Clay Jr.

Name of Witness (in BLOCK CAPITALS) C. DON CLAY JR.

Address of Witness 4 Times Square
New York, NY 10036
U.S.A.

PURCHASER)
)
SIGNED by **BRIAN BYALA**)
)
)
duly authorised for and on behalf)
of **MYLAN INSTITUTIONAL INC.**) /s/ Brian Byala
in the presence of:) Senior Vice President and Treasurer

Signature of Witness /s/ C. Don Clay Jr.

Name of Witness (in BLOCK CAPITALS) C. DON CLAY JR.

Address of Witness 4 Times Square
New York, NY 10036
U.S.A.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

PROMOTERS)
)
SIGNED by **ARUN KUMAR**) /s/ Arun Kumar
in the presence of) (Promoter)

Signature of Witness /s/ Vinod Kumar

Name of Witness (in BLOCK CAPITALS) VINOD KUMAR

Address of Witness Strides House, opp. IIM-B
Bilekahalli, Bannerghatta Road
Bangalore 560076

SIGNED by **ARUN KUMAR**)
duly authorised for and on behalf)
of **PRONOMZ VENTURES LLP**) /s/ Arun Kumar
in the presence of:) (Partner)

Signature of Witness /s/ Vinod Kumar

Name of Witness (in BLOCK CAPITALS) VINOD KUMAR

Address of Witness Strides House, opp. IIM-B
Bilekahalli, Bannerghatta Road
Bangalore 560076

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Portions of this exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request. Omissions are designated as ***.

Exhibit 10.51

EFFECTIVE 27 FEBRUARY 2013

AMENDED AND RESTATED AS OF 4 DECEMBER 2013

STRIDES ARCOLAB LIMITED

and

MYLAN LABORATORIES LIMITED

and

ARUN KUMAR

and

PRONOMZ VENTURES LLP

and

MYLAN INC., as Guarantor

SALE AND PURCHASE AGREEMENT FOR THE ENTIRE ISSUED SHARE CAPITAL OF AGILA SPECIALTIES PVT LTD

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AGREED FORM DOCUMENTS

Tax Deed

Directors/Secretaries Resignation Letters

Senior Manager Escrow Term Sheet

Brand License Agreement Term Sheet

THIS AGREEMENT is made with an effective date on February 27, 2013

BETWEEN:

(1) **STRIDES ARCOLAB LTD**, a company incorporated in India (company registration number L24230MH1990PLC057062) and whose registered office is at 201, Devavrata Sector 17, Vashi, New Mumbai – 400703, Maharashtra, India (the **"Seller"**);

(2) **MYLAN LABORATORIES LIMITED,** a company incorporated in India (company registration number U24231AP1984PLC005146) and whose registered office is at Plot No. 564-A-22, Road No. 92, Jubilee Hills, Hyderabad - 500 034, Andhra Pradesh (the **"Purchaser"**);

(3) **MR. ARUN KUMAR**, of "Strides House", Bilekahalli, Bannerghatta Road, Bangalore – 560076, India ("**Mr. Kumar**");

(4) **PRONOMZ VENTURES LLP**, a limited liability partnership registered under the provisions of the Limited Liability Partnership Act, 2008 having its office at Star II, Opp. IIMB, Bilekahalli, Bannerghatta Road, Bangalore 560076, India;

(each of Mr. Kumar and Pronomz Ventures LLP being a **"Promoter"** and together, the **"Promoters"**), solely for the purposes of Clauses 5.8, 10.4 through 10.8 (inclusive), 10.13, 11, 13, 15, 16, 17, 18, 19, paragraphs 3.1 through 3.3 and 20 and 22.5 of Schedule 8 (to the extent relevant to the Promoters) and Schedule 12 hereof; and

(5) **MYLAN INC.**, a company incorporated in Pennsylvania (registered CIK number 0000069499) and whose registered office is at 1500 Corporate Drive, Canonsburg PA 15317, United States (the **"Guarantor"**), solely for the purposes of Clauses 16.8 and 16.9 and Schedule 6 hereof.

RECITALS:

(A) The Company is incorporated under the Companies Act, 1956 and is engaged in the Agila Business. The Seller is the legal and beneficial owner of the Shares (save for 10 equity shares of Rs 10 each in the share capital of the Company which are beneficially owned by the Seller but legally held by Mr Venkatesha and Mr Kannan (five shares respectively).

(B) This Agreement was executed by the Seller, Mylan Inc and the Promoters, effective, on 27 February 2013, and amended and restated subsequently on 5 April 2013, and then amended further on 29 July 2013. On 26 September 2013, pursuant to the Assignment Agreement (as defined below) Mylan Inc. assigned its rights and obligations under this Agreement to the Purchaser. This Agreement (with the Purchaser as a party) was further amended on 4 October 2013.

(C) The Seller has agreed to sell and transfer to the Purchaser, and the Purchaser has agreed to purchase, the entire issued share capital of the Company upon the terms, and subject to the conditions, set out in this Agreement.

(D) Each of the Promoters and the Seller has agreed to afford certain protections of the Purchaser's interests for a period of time following Completion (as defined below) in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Promoters and the Seller.

(E) Prior to Completion, each of the Senior Managers shall enter into a Senior Management Contract.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

(F) The Parties wish to amend and restate the Agreement as of 4 December 2013.

(G) All references herein to "the date of this Agreement" or "the date hereof" or other similar phrases shall be interpreted and construed as references to its effective date of 27 February 2013.

IT IS AGREED as follows.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

1. **INTERPRETATION**

1.1 The definitions and other interpretative provisions set out in Schedule 12 shall apply throughout this Agreement, unless the contrary intention appears.

1.2 In this Agreement, except where the context otherwise requires, any reference to this Agreement includes a reference to the Schedules and the Appendices, each of which forms part of this Agreement for all purposes.

2. **SALE AND PURCHASE**

Sale and purchase

2.1 The Seller is the legal and beneficial owner of the Shares, and shall sell, and the Purchaser shall purchase, the Shares on the basis that they are sold at Completion with full, good, valid and marketable title, free and clear from any Encumbrance and together with all rights attaching to them at Completion, including the right to receive all dividends, distributions or any return of capital declared, made or paid with effect from Completion and voting power related to the Shares.

Waiver of rights

2.2 The Seller hereby waives and agrees to ensure the waiver of any restrictions on transfer, including pre-emption rights, which may exist in relation to the Shares, under the articles of association of the Company or otherwise and shall deliver such written waivers where required to the Company with a copy to the Purchaser on or prior to Completion.

3. **CONSIDERATION**

Purchase Price

3.1 The purchase price for the Shares to be paid by the Purchaser to the Seller (the **"Purchase Price"**) is:

3.1.1 the Enterprise Value;

3.1.2 plus a sum equal to the Cash;

3.1.3 minus a sum equal to the Debt (which shall include the aggregate of the Payoff Amounts);

3.1.4 minus any withholdings or deductions made in accordance with Clauses 3.11 to 3.13 (if applicable); and

3.1.5 minus the Senior Manager Transaction Proceeds.

Payments at Completion

3.2 At Completion, pursuant to the provisions of the Closing Escrow Agreement, the Purchaser shall transfer the following amounts to the Cash Escrow Account:

3.2.1 the Enterprise Value:

(A) plus a sum equal to the Estimated Cash;

(B) minus a sum equal to the Estimated Debt (which shall include the aggregate of the Payoff Amounts);

(C) minus any withholdings or deductions made in accordance with Clauses 3.11 to 3.13 (if applicable); and

(D) minus the Senior Manager Transaction Proceeds.

(the **"Completion Payment"**);

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3.2.2 the aggregate of the Payoff Amounts;

3.2.3 the Senior Manager Transaction Proceeds; and

3.2.4 the Regulatory Deposit Amount.

Each of the payments to be made by the Purchaser pursuant to this Clause 3.2 shall be made in INR.

On the Completion Date for the purpose of filings with the various Regulatory Authorities, the exchange rate, as mentioned in the Foreign Inward Remittance Certificate, shall be applicable.

3.2A No Later than *** following Completion, the Seller shall pay (or cause to be paid) to the Company an amount equal to *** in repayment of the principal and accrued interest payable pursuant to the outstanding intercompany loan payable by the Seller to the Company.

Notification of Estimated Amounts at Completion

3.3 Not less than one (1) Business Day prior to the Completion Date, the Seller shall prepare and deliver to the Purchaser the Estimated Completion Balance Sheet and a certificate setting out in reasonable detail the Estimated Cash and the Estimated Debt.

Post Completion Purchase Price adjustments

3.4 On the Post Completion Payment Date, the Purchaser or the Seller (as applicable) shall pay to the other an amount equal to such net balance arising out of the operation of the following:

3.4.1 if the amount of the Cash is:

(A) less than the Estimated Cash, the Seller shall pay to the Purchaser, as a reduction in the Purchase Price, an amount equal to the shortfall; or

(B) greater than the Estimated Cash, the Purchaser shall pay to the Seller, as an increase in the Purchase Price, an amount equal to the excess;

3.4.2 if the amount of the Debt is:

(A) greater than the Estimated Debt, the Seller shall pay to the Purchaser, as a reduction in the Purchase Price, an amount equal to the excess; or

(B) less than the Estimated Debt, the Purchaser shall pay to the Seller, as an increase in the Purchase Price, an amount equal to the shortfall;

3.5 The amount of the Cash and Debt, respectively, shall be determined in accordance with Schedule 4. Any payments required to be made under Clause 3.4 shall be treated as adjusting the Completion Payment, thus resulting after such payments in adjustment to the Purchase Price. The Purchase Price shall (subject to any further adjustment, if applicable, pursuant to Clause 3.7) be adopted for all Tax reporting purposes.

3.6 The Seller hereby irrevocably and unconditionally authorizes and instructs the Purchaser, at Completion, to deduct the Senior Manager Transaction Proceeds from the Purchase Price and to deliver such funds to the Senior Manager Escrow Agent (via the Cash Escrow Account) to be held in an escrow account in accordance with the terms and conditions set out in the Senior Manager Escrow Agreement. The Senior Manager Transaction Proceeds shall be held and released in accordance with the terms of the Senior Manager Escrow Agreement.

3.6A The Seller hereby irrevocably and unconditionally authorizes and instructs the Purchaser, at Completion, to deduct the Regulatory Deposit Amount from the Purchase Price and to transfer such funds to the Regulatory Deposit Account (via the Cash Escrow Account).

3.7 Notwithstanding anything contained in this Clause 3 or Schedule 4 of the Agreement or any other Transaction Documents, the net Purchase Price paid by the Purchaser after all adjustments mentioned in Clause 3.4, 3.6 and 3.10 or any other Transaction Documents, shall be equal to or more than the Fair Value.

3.8 Intentionally left blank.

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3.9 Intentionally left blank.

3.10 Any payment made in satisfaction of a liability arising under any Seller Obligation or a Purchaser Obligation shall adjust the price paid for the Shares.

Withholding Tax

3.11 The Parties have jointly determined that no withholding or deduction in respect of any Taxation should be required to be made by the Purchaser from the Purchase Price, and accordingly, subject only to the provisions of Clauses 3.11 to 3.15 (inclusive), the Purchaser shall pay the Purchase Price in accordance with the provisions of this Agreement without any withholding or deduction in respect of any Taxation.

3.12 If, as a result of a change of any Relevant Law after the date of this Agreement but before the date on which payment is required to be made under Clauses 3.2 and/or 3.4 withholding or deduction from such payment becomes required on account of the Seller Related Withholding Tax then, subject to the Purchaser obtaining an opinion from leading Tax Counsel of at least ten (10) years standing addressed to the Seller that withholding or deduction from such payments should be made by any reasonably competent and responsible tax payer, the Purchaser will make the minimum deduction or withholding permitted by law from the payments to be made under Clauses 3.2 and/or 3.4.

3.13 If a written demand, notice or direction (each a "**Withholding Instruction**") is made or served by a Tax Authority on the Purchaser (or a member of the Purchaser's Group) after the date of this Agreement but before the date on which payment is required to be made under Clauses 3.2 and/or 3.4, to account for Seller Related Withholding Tax then:

3.13.1 The Purchaser shall promptly notify the Seller that it has received such a Withholding Instruction and shall promptly provide copies of all relevant documents in the Purchaser's possession (or in the possession of a member of the Purchaser's Group) evidencing such Withholding Instruction to the Seller, and pending further communication from the Seller in accordance with Clause 3.13.2 below shall not make any payment by way of withholding, deduction or otherwise and shall not make any filing, or admission of liability or other settlement in relation to such deduction or withholding.

3.13.2 The Seller may elect by a notice to the Purchaser, served within twelve (12) Business Days of receipt of notification of a Withholding Instruction pursuant to Clause 3.13.1 that it seeks to negotiate, appeal or otherwise challenge the Withholding Instruction, and if the Seller does so then the provisions of Clauses 3.13.3 to 3.13.11 shall apply.

3.13.3 During the period of thirty (30) Business Days starting on the date on which the Purchaser notified the Seller of the Withholding Instruction and provided all relevant documents in the Purchaser's possession (or in the possession of a member of the Purchaser's Group) (the "**Conduct Period**") the Seller shall be entitled in its absolute discretion but at the Seller's cost to negotiate, challenge or appeal the Withholding Instruction on behalf of the Purchaser.

3.13.4 The Seller shall keep the Purchaser fully informed of any action taken by it in relation to such negotiations, challenge or appeal, and shall consult with the Purchaser and shall promptly produce to the Purchaser copies of all relevant documents and correspondence in the Seller's possession (or in the possession of a member of the Seller's Group) associated with all such actions.

3.13.5 Subject to Clauses 3.13.6, 3.13.7, 3.13.8 and 3.13.9 but notwithstanding any other provision of this Agreement and irrespective of the time of Completion (whether before, after or during either the Conduct Period or the period of twelve (12) Business Days specified in Clause 3.13.2) the Purchaser shall not make any payment in respect of Taxation as is demanded in the Withholding Instruction to the relevant

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Tax Authority during the period of twelve (12) Business Days specified in Clause 3.13.2 and the Conduct Period (if any) nor shall it make any filing, or admission of liability or other settlement in relation to such deduction or withholding.

3.13.6 If Completion occurs during the Conduct Period or prior to the expiry of the period of twelve (12) Business Days specified in Clause 3.13.2, the Purchaser may, subject to the provisions of Clauses 3.13.7 to 3.13.9 below, retain from the Completion Payment an amount equal to the amount demanded by way of deduction or withholding in the Withholding Instruction or if a demand or notice or assessment is made requiring deduction or withholding but without providing a specified sum, a reasonable estimate of the liability.

3.13.7 If before the expiry of the Conduct Period, or the period of twelve (12) Business Days specified in Clause 3.13.2, the relevant Tax Authority withdraws the Withholding Instruction or otherwise confirms that irrespective of the Withholding Instruction no such withholding or deduction is required then the Purchaser shall pay the amount retained by it in accordance with Clause 3.13.6 above to the Seller.

3.13.8 If during the Conduct Period the relevant Tax Authority amends or revises the Withholding Instruction or otherwise confirms that irrespective of the Withholding Instruction the amount of withholding or deduction required is lower than the amount first specified in the Withholding Instruction or withheld based on a reasonable estimate then the Purchaser shall pay to the relevant Tax Authority out of the amount retained by it in accordance with Clause 3.13.6 above the amount of withholding or deduction required, and shall pay the balance of such retained amount to the Seller.

3.13.9 If upon the expiry of the Conduct Period no withdrawal or amendment or revision of the Withholding Instruction has been issued by the relevant Tax Authority then the Purchaser shall pay the amount retained by it pursuant to Clause 3.13.6 above to the relevant Tax Authority.

3.13.10 If the Seller has made an election pursuant to Clause 3.13.2 above then the Seller shall indemnify the Purchaser and keep it harmless in respect of any loss suffered by the Purchaser as a result of or in connection with any negotiations, appeal or other challenge pursued by the Seller, provided that without the prior written consent of the Seller (not to be unreasonably withheld or delayed) the Purchaser shall not pay any penalties or interest for late payment which may be levied on or demanded from the Purchaser in connection with or as a result of any negotiations, appeal or other challenge pursued by the Seller, and further provided that the Purchaser (on being held harmless by the Seller in respect of any costs and loss arising therefrom) shall allow the Seller to contest, appeal or challenge such penalties and/or interest for late payment on behalf of the Purchaser (subject to the provisions of Clause 10 of the Tax Deed (Claims Procedure)).

3.13.11 If the Purchaser has made any deduction or withholding in accordance with the provisions of Clauses 3.11 to 3.13 (inclusive) it shall, to the extent such amount has not been paid to the Seller under Clause 3.13.7 or Clause 3.13.8, pay the amount so deducted or withheld to the relevant Tax Authority, within three (3) Business Days upon the earlier of:

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(A) thirteen (13) Business Days from the notice served under Clause 3.13.2 if the Seller does not respond to the notification or responds saying that it does not wish to negotiate, challenge or appeal;

(B) receiving notification of a lower amount due under Clause 3.13.8; or

(C) the expiry of the Conduct Period in the circumstances set out in Clause 3.13.9,

and shall provide evidence of such payment to the Seller, and all relevant certificates or other filings associated with such deduction or withholding.

3.14 The Purchaser commits not to seek from any Tax Authority any ruling or guidance in relation to Seller Related Withholding Tax, without the prior written consent of the Seller (such consent not to be unreasonably withheld or delayed), nor to take any voluntary steps which may give rise to a Withholding Instruction. In this context a voluntary step shall not include filings, notifications or reporting requirements to be made under Relevant Law in relation to the transaction or that the transaction has taken place including (but not limited to) press releases or announcements, returns or notices to regulators or exchanges (including NASDAQ), notices or consents from banks and other providers of finance, reporting the transaction for stamp duty purposes including to stamp a stock transfer form, circulars to shareholders, and making returns to company registries.

3.15 For the avoidance of doubt, nothing in Clauses 3.11 to 3.15 (inclusive) shall affect the Seller's rights or the Purchaser's rights under the provisions of the Tax Deed.

Currency conversion

3.16 For the purposes of calculating any adjustments or payments pursuant to this Clause 3 and Schedule 4, amounts in currencies other than US$ shall be converted into US$ based on the Foreign Inward Remittance Certificate.

Unpaid Company Restructuring Expenses and Unpaid Company Transaction Expenses

3.17 Where, in this Agreement, there is a reference to Unpaid Company Restructuring Expenses and Unpaid Company Transaction Expenses which, pursuant to the terms of this Agreement, are paid by the Seller to the Purchaser, the Purchaser agrees, in each case, to use its reasonable endeavours to recover or procure the recovery of any recoverable Service Tax elements chargeable in respect of such matters (whether such recovery is by way of credit or refund and whether by a Group Company or any member of its fiscal group) and, to the extent an amount is so recovered, the Purchaser shall pay, or shall procure the payment of, such amount to the Seller within ten (10) Business Days: (i) in the case of a credit, after the latest date on which, but for the utilisation of that credit, Service Tax or an amount in respect of Service Tax would otherwise have been payable to a Tax Authority by the relevant Group Company or member of its fiscal group in order to avoid a liability to interest and/or penalties accruing; and/or (ii) in the case of a refund, after the date on which that refund is received by the relevant Group Company or member of its fiscal group.

4. CONDITIONS

Conditions

4.1 Completion is conditional on the Conditions being satisfied or waived in accordance with the terms of this Agreement on or before the Longstop Date.

Waiver

4.2 The Purchaser may in its absolute discretion waive, either in whole or in part, at any time, by notice in writing to the Seller, any of the Conditions detailed in paragraph 2 of Schedule 2.

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Satisfaction of Conditions

4.3 The Seller shall, at its own cost (save that the Purchaser shall bear its own costs in respect of the Competition Approvals, if any), use its best endeavours to satisfy or procure the satisfaction of the Conditions set out at paragraphs 1, 2, 3, and 6.2 of Schedule 2 as soon as reasonably practicable and in any event on or before the Longstop Date.

4.4 The Purchaser shall, at its own cost (save that the Seller shall bear its own costs in respect of the Competition Approvals, if any), use its best endeavours to satisfy or procure the satisfaction of the Conditions set out at paragraphs 1, 3 and 5 of Schedule 2 as soon as reasonably practicable and in any event on or before the Longstop Date, provided, however, that nothing in this Agreement shall require, or be construed to require, the Purchaser to:

4.4.1 sell, transfer or otherwise dispose of (i) any Assets of the Purchaser or any of its Affiliates, or (ii) any Assets of any Group Company; or

4.4.2 agree to any other commitment, undertaking, modification, obligation, remedy, sanction or measure proposed by any Competition Authority, Regulatory Authority or Governmental Authority in connection with the transactions contemplated by this Agreement or any other Transaction Document; or

4.4.3 agree, undertake or commit to do any of the foregoing.

Notwithstanding the foregoing, with respect to Clauses 4.4.1 through 4.4.3, the Purchaser shall be required to sell, transfer or dispose of any Assets or agree to any remedy, sanction, commitment, undertaking, modification, obligation or measure having a similar effect to a sale, transfer or disposal with respect to any Assets, or agree to any of the foregoing (collectively, a **"Commitment"**) (whether such Commitment relates to a Group Company, the Purchaser or any of its Affiliates, and whether such Commitment relates to a Product Registration, any application filed for a Product Registration, rights to a pharmaceutical product under development, services provided to a third party in respect of any pharmaceutical product or otherwise) that in any case would not reasonably be expected to materially and adversely affect the expected benefit of the transactions contemplated hereby to the Purchaser or its Affiliates (including the Group Companies after the Completion Date). For this purpose, a Commitment shall be deemed to materially and adversely affect the expected benefit of the transactions contemplated thereby if it imposes directly or indirectly an obligation to sell, transfer, dispose or agree to any remedy, sanction, commitment, undertaking, modification, obligation or measure having a similar effect to a sale, transfer or disposal in respect of any Assets (whether such Assets are of a Group Company, the Purchaser or any of its Affiliates, and whether such Assets are or relate to a Product Registration, any application filed for a Product Registration, rights to a pharmaceutical product under development, services provided to a third party in respect of any pharmaceutical product or otherwise) generating, in the aggregate, ***.

4.5 Each of the Seller and the Purchaser shall keep the other reasonably informed in writing of its progress in satisfying the Conditions, including the provision of documentary evidence to the reasonable satisfaction of the other, and each of the Seller and the Purchaser shall promptly answer all reasonable enquiries of the other in this regard.

4.6 If at any time the Seller or the Purchaser becomes aware of a fact or circumstance that will or is reasonably likely to prevent a Condition being satisfied, it shall promptly inform the other and the Parties shall co-operate to ensure the Condition is satisfied so far as it is capable of satisfaction.

Submission of applications to the Competition Authorities

4.7 The Purchaser and the Seller each agree to make any required filings under the HSR Act and the Purchaser has filed a notification before the Competition Commission of India under the Competition Act, 2002.

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4.8 The Purchaser will be primarily responsible for preparing the clearance applications or filings contemplated or required to be made jointly to obtain such competition approvals or clearances, or to answer any requests from any non-U.S. agency, entity or other government authority responsible for the enforcement of applicable antitrust, competition or merger control laws in the jurisdiction (together with the U.S. Federal Trade Commission and the U.S. Department of Justice, Antitrust Division, herein referred to as the relevant **"Competition Authorities"**).

4.9 To the extent permitted by Applicable Law and subject to appropriate protections to confidential information and any privilege applicable to the Purchaser or the Seller, each Party undertakes that it will:

4.9.1 not submit, send, make or disclose any material notification, application, submission, communication or written information to a Competition Authority in relation to the subject matter of this Agreement or any other Transaction Document, either pre-or post-notification, without first:

(A) promptly providing the other Party with a copy of:

(1) a draft of such material notification, application, submission, communication or written information; and

(2) a notification as to the substance of any related proposed oral communications regarding material substantive matters with the relevant Competition Authority;

(B) giving the other Party an opportunity, reasonably in advance of filing to discuss such draft notification, application, submission, communication or written information before it is submitted, sent, made or disclosed to the relevant Competition Authority; and

(C) taking into account any reasonable comments provided by the other Party;

4.9.2 promptly notify the other Party of all substantive requests and enquiries from the relevant Competition Authority and those requests shall be dealt with by the Purchaser and the Seller jointly, as applicable;

4.9.3 promptly provide the other Party with copies of all substantive correspondence received by it from, or sent by it to, a relevant Competition Authority;

4.9.4 engage in reasonable consultation with the other Party, in preparing for all meetings with the relevant Competition Authority in relation to the Transaction and offer the other Party the opportunity to attend all such meetings (where permitted by the relevant Competition Authority);

4.9.5 to the extent permitted by Applicable Law, provide the other Party with reasonable access to information relating to the Competition Approvals; and

4.9.6 keep the other Party promptly informed of progress of the applications for Competition Approvals.

Notification of Satisfaction or Waiver of Conditions

4.10 The Purchaser and the Seller shall notify the other (as applicable) of the satisfaction or waiver of each of the Positive Conditions as soon as possible after such Positive Condition has been satisfied or waived and in any event at least two (2) Business Days prior to the Completion Date.

Extension of Longstop Date

4.11 If the Conditions have not been satisfied or waived on the day immediately before the expiry of the Initial Longstop Date and:

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4.11.1 the Condition set forth in paragraph 1 of Schedule 2 is not satisfied and the legal prohibition giving rise to such non-satisfaction shall not have become final and non-appealable, then the Longstop Date shall be extended to the earlier of:

(A) a period of a further ninety (90) calendar days; and

(B) the date that is ten (10) Business Days after the Condition set forth in paragraph 1 of Schedule 2 has been satisfied or waived,

4.11.2 any other Condition has not been satisfied or waived, the Purchaser may elect at its sole discretion by notice in writing to the Seller to extend the Initial Longstop Date by a period of up to a further ninety (90) calendar days following the Initial Longstop Date.

5. **CONDUCT OF BUSINESS BEFORE COMPLETION**

Compliance

5.1 Compliance with the obligations in this Clause 5 is subject to Applicable Law.

Ordinary Course of Business

5.2 Subject to Clause 5.5 and Clause 5.6, or as otherwise agreed by the Purchaser in writing, pending Completion the Seller shall, and the Seller shall procure that each Group Company shall, continue to carry on the Agila Business in accordance with the Business Plan in all material respects and, where not inconsistent with the Business Plan, in accordance with the Ordinary Course of Business. The Seller shall carry on, and the Seller shall cause each Group Company to carry on, the Agila Business in material compliance with Applicable Laws and use its reasonable endeavours to procure that each Group Company shall use reasonable endeavours to preserve and protect its present relationships with customers, suppliers, distributors, employees, regulators, Governmental Authorities and other Persons with which the Seller has material business relations in connection with the Agila Business, in each case, as long as it is commercially reasonable to do so.

5.3 Pending Completion, the Seller shall:

5.3.1 without limiting the requirements set out in Clause 8.2, use reasonable endeavours to prepare and present separate financial information for the Agila Business, including issuing separate purchase orders and using separate ledgers and use reasonable endeavours to separate bank accounts with respect to the Agila Business;

5.3.2 ensure that each Group Company maintains its capital expenditure program and spending substantially in accordance with the Approved Capital Expenditure Budget and shall ensure that no Group Company shall fail to make, make or agree to make, capital commitments or expenditure deviating in any material respect from such budget (regardless of ultimate financial responsibility) without the prior written consent of the Purchaser; provided that the Seller shall not be in breach of this clause 5.3.2 to the extent that the aggregate capital expenditures of the Specialty Entities during the period between the Effective Date and Completion is equal to or greater than ***; and

5.3.3 subject to Applicable Law, promptly notify the Purchaser of any material Proceedings commenced, pending or threatened in writing against the Seller or any Group Company which relate to the Agila Business, this Agreement, any other Transaction Document or any of the transactions contemplated hereby.

Access

5.4 Pending Completion, the Seller shall procure that, upon the Purchaser giving reasonable notice to the Seller, and subject to such confidentiality and other restrictions as the Seller may reasonably require, the Purchaser is given such access as it may reasonably require during normal business hours to the Senior Employees and all the premises and facilities owned,

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leased or occupied by the Group Companies, including the Real Properties, and to all the books and records, documents, information, data, financial affairs (including the statutory books, minute books, contracts, customer lists, supplier lists and leases) and information data and configurations relating to Software and Information Technology Systems (including for any Group Company, the source code in order to operate Information Technology Systems and Software custom developed or enhanced by the Seller or its Affiliates) of the Group, including the right to take copies of the same at the Purchaser's expense. Without limiting the foregoing, the Purchaser shall have the right to undertake a Phase I environmental investigation at any of the Real Properties, provided, that the Purchaser completes the site visits for such investigation within forty-five (45) calendar days after the execution of this Agreement; provided further, that subject to the prior written consent of the Seller, the Purchaser may also conduct a Phase II investigation (not subject to the 45-day period for the Phase I site visit) that includes the sampling of environmental media for contamination or building materials for the presence of asbestos-containing materials or building materials or lead, or potable water for the presence of lead or other contaminants.

Schedule

5.5 The Seller agrees to comply with the provisions set out in Schedule 3.

Exceptions

5.6 Pending Completion and notwithstanding any provisions of this Clause 5 and Schedule 3, the Seller may:

5.6.1 take, or procure the taking by any Group Company of, those actions required in connection with the Restructuring Steps or expressly required or expressly permitted by any of the Transaction Documents;

5.6.2 increase the number of Employees as set out in Appendix 27, Part A in relation to those Employees as identified in Appendix 27, Part A; and

5.6.3 transfer any person who is not an Employee from a non-Agila Business to the Agila Business as set out Appendix 27, Part B in relation to those Employees as identified in Appendix 27, Part B,

and the Purchaser hereby confirms that by permitting or causing any of the actions set out in sub-clauses 5.6.1 to 5.6.3 above to occur shall not be considered a breach of this Agreement or any other Transaction Document.

Pre-Completion Obligations

5.7 In addition and without prejudice to the Competition Approvals and the Novations, the Seller and the Purchaser shall each use its reasonable endeavours to obtain any approvals, consents or waivers of termination rights from any relevant authorities, lessors, lenders and other contracting parties required under Applicable Law or otherwise in connection with Completion.

No Alternative Transactions

5.8 The Seller and the Promoters covenant that, from the date of this Agreement until the Completion Date (or, if earlier, the date on which the Agreement is terminated), they shall not, and they shall ensure that the Seller Group Companies and the Group Companies and their respective representatives shall not, request, solicit, discuss, evaluate, negotiate or accept (whether directly or indirectly) any proposal or offer (whether formal or otherwise) from any Person other than the Purchaser in relation to any negotiations for a competing transaction involving the disposal of any equity interest in any Group Company or the disposal of all or a material part of the Agila Business.

Related Party Transactions

5.9 At least fifteen (15) Business Days before Completion, but no earlier than twenty five (25) Business Days before Completion, the Seller shall provide the Purchaser with written details

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of all Related Party Transactions, including all Related Party Loans, as in effect on the date of this Agreement and as in effect on the date of such written notice (the **"RPT Notice"**). The Seller shall not, and shall procure that no Group Company shall, after the date of the RPT Notice, enter into any Related Party Transactions. No later than one (1) Business Day before Completion, the Purchaser shall confirm in writing to the Seller, which (if any) of the Related Party Transactions notified to it by the Seller shall be settled or terminated on or prior to Completion (the **"Terminating RPTs"**). Upon receipt of such written notice, the Seller shall use its reasonable endeavours, at no expense or liability to any Group Company unless the Purchaser gives it prior written consent, to take such steps as are necessary to settle and terminate those Related Party Transactions specified in the RPT Notice, as soon as practicable thereafter and in any event on or prior to the Completion Date.

Entry into Ancillary Agreements

5.10 Prior to Completion each of the Seller and the Purchaser shall negotiate in good faith to agree upon the terms and conditions of:

5.10.1 the Brand License Agreement, which shall be entered into at or prior to Completion consistent with the terms set forth in the Brand License Agreement Term Sheet;

5.10.2 the Senior Manager Escrow Agreement, which shall be entered into at or prior to Completion;

5.10.3 the R&D Facility Agreement, which shall be entered into on or prior to Completion;

5.10.4 the Senior Management Contracts, which shall be entered into on or prior to Completion; and

5.10.5 the *** Real Estate Documents, which shall be entered into in accordance with the terms of Schedule 5 and Schedule 7.

Tender Notifications

5.11 From the date of this Agreement, the Seller shall update the Purchaser on a monthly basis (to a similar standard as provided to relevant Group management prior to the date of this Agreement) of Tenders which have been awarded to the Group between the date of this Agreement and the Completion Date.

Completion of Restructuring

5.12 The Seller shall use its reasonable endeavours to complete the Restructuring Steps as soon as practicable following the date of this Agreement and in any event prior to Completion. The Seller shall use its reasonable endeavours to transfer the licenses and permits relating to the Agila Business received from Governmental Authorities in India but in the name of the Seller or any Seller Group entity or third party to the name of the Company and/ or its Subsidiary, as may be relevant.

5.12A In the event that any of the Restructuring Steps are not complete at the Completion Date (such outstanding Restructuring Steps, the "**Remaining Restructuring Steps**" as set forth in Part B of Appendix 2), following Completion the Purchaser and the Seller shall each use their reasonable endeavours, including providing such assistance as the other may reasonably require, to complete the Remaining Restructuring Steps as soon as practicable following Completion. The Seller shall bear the costs and expenses in respect of the completion of the Remaining Restructuring Steps as set out in Part B of Appendix 2, except where the Parties expressly agree in writing otherwise.

Other Actions

5.13 The Parties will discuss in good faith the matters set forth in Appendix 14.

6. **COMPLETION**

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Completion Date

6.1 Subject to the final sentence of this Clause 6.1, Completion shall take place at the offices of the Purchaser's Solicitors at Four Times Square, New York, New York 10036 on such day as the Purchaser and Seller may agree in writing, being no later than the 10th Business Day following the satisfaction or (if capable of waiver) waiver of all the Positive Conditions, provided that, immediately prior to Completion, the Negative Conditions are satisfied or have been waived, or at such other place or time as the Seller and Purchaser shall agree in writing. ***.

Seller's Obligations

6.2 At Completion, the Seller shall observe and perform all of the provisions of Part 1 of Schedule 5.

Purchaser's Obligations

6.3 At Completion, the Purchaser shall observe and perform all of the provisions of Part 2 of Schedule 5.

Equitable Relief

6.4 Without prejudice to any other rights or remedies that the Parties may have, the Parties acknowledge and agree that monetary damages alone may not be an adequate remedy for a breach of a provision of this Agreement and that the Parties may seek (as they see fit) remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement, entirely without prejudice to the rights of the Parties to make whatever arguments they consider appropriate as to why such remedies sought by the other party are inappropriate.

Limited Right to Terminate

6.5 Subject to Clause 6.6, neither the Purchaser nor the Seller shall have any right (including any right under common law or any right in respect of claims arising under or in connection with this Agreement, other than in the case of fraud or fraudulent misrepresentation) to rescind or terminate or fail to perform this Agreement and shall not be entitled to treat the Seller or the Purchaser, as applicable, as having repudiated this Agreement.

6.6 Notwithstanding Clause 6.5, this Agreement may be terminated:

6.6.1 by the Purchaser, by written notice to the other Parties, if:

(A) provided the Purchaser is not then in material breach of any of the Purchaser Warranties, or any of its undertakings, covenants or agreements contained in this Agreement, there has been a breach of any of the Fundamental Seller Warranties, and which breach if capable of being cured has not been cured within *** of discovery of the breach;

(B) the Seller is declared insolvent, or has filed any petition to initiate bankruptcy Proceedings, winding up Proceedings, suspension of payments, a creditor's arrangement or any other similar insolvency Proceedings; or

(C) a Material Adverse Effect has occurred which is incapable of remedy or, if reasonably capable of remedy, has not been remedied *** of the occurrence of the Material Adverse Effect.

6.6.2 by the Seller, by written notice to the other Parties, if:

(D) provided the Seller is not then in material breach of any of the Seller Warranties, or any of its undertakings, covenants or agreements contained in this Agreement, there has been a breach of any of the Purchaser Warranties, and which breach if capable of being cured has not been cured or cannot be cured prior to the Longstop Date; or

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(E) the Purchaser is declared insolvent, or has filed any petition to initiate bankruptcy Proceedings, winding up Proceedings, suspension of payments, a creditor's arrangement or any other similar insolvency Proceedings.

6.6.3 if, subject to Clause 4.11, one or more of the Conditions becomes incapable of satisfaction on or before the Longstop Date or, if it is a Condition which can be waived by a Party who has the benefit of such Condition (and for this purpose, the Parties acknowledge that the Seller has the benefit of the Conditions in paragraphs 1, 3, 4, 5 and 6 of Schedule 2 and the Purchaser has the benefit of the Conditions in paragraphs 1, 2, 3, 4, 5 and 6 of Schedule 2), has not been waived by written notice to the other Parties within ten (10) Business Days of such Condition becoming incapable of satisfaction,

and the provisions of Clause 15 (*Surviving Provisions*) shall apply.

7. WAIVERS AND AMENDMENTS OF CONTRACTS

Waiver and Amendment of Contracts

7.1 Following the execution hereof, and in any event within *** hereof, the Seller and the Purchaser shall jointly notify the Transaction to the counterparties to the agreements set forth in Appendix 8. Prior to Completion, unless otherwise directed by the Purchaser, the Seller and the Purchaser shall use *** to enter into direct joint negotiations with such counterparties (as applicable) regarding the amendment or waiver of the provisions set forth in Appendix 8 in a manner and on terms and conditions reasonably satisfactory to the Purchaser. ***.

Termination of Contracts

7.2 The Seller shall take *** to terminate the Third Party Terminating Contracts at or prior to Completion.

8. GROUP FINANCING; DELIVERY OF FINANCIAL STATEMENTS; PURCHASER FINANCING

Payoff Letters and Payoff Amount

8.1 No later than five (5) Business Days prior to the Completion Date, the Seller shall deliver to the Purchaser the Payoff Letter and all corresponding Release Confirmation Letters.

Pursuant to Clause 3.2.2, at Completion, the Purchaser shall transfer an amount in INR in cleared funds equal to the aggregate of all the Payoff Amounts to the Cash Escrow Account, subject to its receipt of all corresponding Release Confirmation Letters. Each Release Confirmation Letter delivered by Seller shall provide that any Encumbrances over the assets of any Group Companies or any Seller Group Company, or any guarantee or indemnity granted by any Seller Group Company or a Promoter, securing the Bank Debt and held by the Existing Lenders or any agents or trustees on their behalf shall be immediately released upon the payment of the amount set forth in such Release Confirmation Letter and no Group Company or Seller Group Company or any Promoter shall have any further liability in respect thereof. The Seller shall bear all reasonable costs and expenses in respect of any reasonable steps necessary for the Purchaser to perfect releases contemplated by the Release Letters, except where the Parties expressly agree in writing otherwise.

Delivery of Financial Statements

8.2 Between the date hereof and the Completion Date, the Seller shall, provide to the Purchaser copies of unaudited financial information, namely: (i) quarterly financial statements of the Specialty Entities in the form of the PCFS accompanied by the Deloitte Review Report as soon as available (and in any event within *** calendar days after the end of such three-month period) and (ii) monthly financial statements of the Group in the form substantially consistent with that made available to the Group's management, as soon as available (and in any event

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within *** calendar days after the end of such month), beginning with the month ended the date hereof, which in all cases shall be prepared in accordance with Indian GAAP.

8.3 The Final Individual Accounts shall be provided by the Seller to the Purchaser as soon as practicable following the date of this Agreement and in any event no later than *** calendar days after the date of this Agreement.

8.4 The Final Limited Review Accounts shall be provided by the Seller to the Purchaser as soon as practicable following the date of this Agreement and in any event no later than *** calendar days after the date of this Agreement.

Cooperation with Purchaser

8.5 Subject to Clauses 8.6 and 8.7, the Seller shall (and each Group Company shall) provide to the Purchaser, such cooperation as may be reasonably requested by the Purchaser in order to provide reasonable assistance with the raising of any financing necessary for the Purchaser to consummate the sale and purchase of the Shares pursuant to this Agreement (the **"Financing"**) and co-operation for the other activities listed below, by (i) using its reasonable endeavours to facilitate the provision by Representatives of the Seller (and each Group Company) of financial or related information regarding the Group Companies reasonably requested by the Purchaser in connection with the Financing; (ii) providing such additional information as may reasonably be required by the Purchaser in connection with the Financing; (iii) using reasonable endeavours, at the Purchaser's cost, to have its auditors provide assistance in connection with the Financing including requesting its auditors to provide reasonable co-operation in connection with the Financing and to provide customary comfort letters; (iv) using best endeavours, at the Purchaser's cost, to have prepared the US GAAP Audit; and (v) using best endeavours, at the Purchaser's cost, to facilitate the preparation of any separate US GAAP audits of the combined or consolidated Group, which the Purchaser reasonably concludes are necessary for Securities and Exchange Commission or other regulatory filing purposes. Any failure of the Seller to comply with this Clause 8.5 shall be without prejudice to the obligations of the Purchaser under this Agreement, including (but not limited to) Clause 3.2 (*Payments at Completion*). All information provided pursuant to this Clause 8.5 shall be subject to the provisions of Clause 16.2 (*Confidentiality*).

8.6 Nothing contained in Clause 8.5 shall require any cooperation to the extent that such cooperation would interfere unreasonably with the business or operations of the Seller or the Group Companies and no Group Companies nor any of their Representatives shall be required to issue or take responsibility or liability for any part of any offering or information document.

8.7 Neither the Seller nor any of the Group Companies shall be required to bear any cost or expense or to pay any commitment or other similar fee or make any other payment in connection with the Financing or any of the foregoing prior to Completion. The Purchaser shall, promptly upon request by the Seller or any of the Group Companies, reimburse the Seller or the Group Companies for all reasonable out-of-pocket costs incurred by the Seller or the Group Companies in connection with this Clause 8 and indemnify and hold harmless the Seller and the Group Companies and their respective Representatives from and against any and all costs or expenses (including reasonable out-of-pocket attorneys' fees), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of the compliance by the Seller and the Group Companies with Clause 8.5, the arrangement of the Financing and any information utilized in connection therewith. The Purchaser shall, promptly upon request by the Seller or the Group Companies, reimburse the Seller or the Group Companies for all reasonable out-of-pocket costs incurred by the Seller or the Group Companies in connection with Clause 8.5.

9. POST-COMPLETION OBLIGATIONS

Obligations of the Purchaser

9.1 The Purchaser undertakes to the Seller to give effect to the matters in Part 1 of Schedule 7.

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Obligations of the Seller

9.2 The Seller undertakes to the Purchaser to give effect to the matters set out in Part 2 of Schedule 7.

Contracts

9.3 The provisions of Part 3 of Schedule 7 shall apply in relation to the Transferring Contracts.

10. SELLER AND PROMOTER WARRANTIES

Seller Warranties

10.1 The Seller warrants to the Purchaser in the terms of the Seller Warranties on the date of this Agreement. Any reference in a Seller Warranty to a Schedule or Appendix of this Agreement shall be deemed to be a reference to the relevant Schedule or Appendix in the form as at the date of the Amended Agreement.

10.2 The Seller Warranties shall be deemed to be repeated immediately before Completion by reference to the facts and circumstances then existing as if references in the Seller Warranties to the date of this Agreement were references to the date of Completion except to the extent any such warranty expressly speaks as at an earlier date. Absent fraud or fraudulent misrepresentation, the sole remedy for a breach of Seller Warranty repeated at Completion is set out in Clause 10.10.

10.3 Each Seller Warranty shall be separate and independent and, save as expressly provided otherwise, no Seller Warranty shall be limited by reference to any other Seller Warranty or by any provision of this Agreement or any other Transaction Document (other than the provisions of this Clause 10 (*Seller and Promoter Warranties*), Clause 11 (*Limitations on Liability*) and the Disclosure Letter).

Promoter Warranties

10.4 Each Promoter warrants to the Purchaser in the terms of the Promoter Warranties on the date of this Agreement.

10.5 The Promoter Warranties shall be deemed to be repeated immediately before Completion by reference to the facts and circumstances then existing as if references in the Promoter Warranties to the date of this Agreement were references to the date of Completion except to the extent any such warranty expressly speaks as at an earlier date. Absent fraud or fraudulent misrepresentation, the sole remedy for a breach of Promoter Warranty repeated at Completion is set out in Clause 10.10.1.

10.6 Each Promoter Warranty shall be separate and independent and, save as expressly provided otherwise, no Promoter Warranty shall be limited by reference to any other Promoter Warranty or by any provision of this Agreement or any other Transaction Document (other than the provisions of this Clause 10.6 (*Promoter Warranties*), Clause 11 (*Limitations on Liability*) and the Disclosure Letter).

Promoter Undertakings

10.7 Each Promoter undertakes to notify the Purchaser in writing promptly if such Promoter becomes aware of any matter, fact or circumstance which is or could reasonably be expected to be in breach of the Promoter Warranties.

10.8 Each Promoter undertakes that it/he:

10.8.1 will not take steps or actions that would prevent the consummation of the transactions contemplated by this Agreement;

10.8.2 upon a written request of the Purchaser, will use reasonable endeavour to procure that Mr. K R Ravishankar (who is as of on the date of this Agreement unwell) will execute the Restrictive Covenant Agreement and delivers the same to the Purchaser;

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10.8.3 is the legal and beneficial owner of all rights, including voting rights, attaching to the shares in the Seller as set out against its/his name in the last updated filings made with the Bombay Stock Exchange and shall exercise all such rights, and take all necessary actions, to approve, the Transaction.

Breach of Seller Warranties or Promoter Warranties immediately before Completion

10.9 The Purchaser shall not be entitled to claim that any event, fact, matter or circumstance causes any of the Seller Warranties repeated immediately before Completion (other than the Fundamental Seller Warranties) in accordance with Clause 10.2 to be breached if (i) it has been fairly disclosed in the Completion Disclosure Letter (provided that any fact, event, matter or circumstance in respect of which a disclosure has been made in the Completion Disclosure Letter has occurred since the date of this Agreement and was not a result of direct or indirect action or inaction by the Seller or any Group Company which resulted in a breach of any covenant or undertaking in this Agreement), (ii) it has been fairly disclosed *** or (iii) it relates to the Schedule or Appendices only, if it is included in any of the Schedules or Appendices as an attachment to this Agreement.

10.10 If any breach of a Seller Warranty or a Promoter Warranty repeated pursuant to Clause 10.2 or Clause 10.5 as applicable, constitutes a Material Adverse Effect, the Purchaser may elect either to:

10.10.1 terminate this Agreement and such other Transaction Document as might have been executed (and in such circumstances shall have no claim for breach of such repeated warranty) by written notice to the other Parties; or

10.10.2 proceed to Completion notwithstanding such breach and in the event the Purchaser proceeds to Completion the Purchaser shall have the right, subject to Clauses 10.9 and Clause 11 (*Limitations on Liability*), to claim for such breach except (i) in circumstances ***.

10.11 ***

Seller's Knowledge

10.12 Where any of the Seller Warranties are qualified by the expression "so far as the Seller is aware" or any similar expression, that Seller Warranty shall be deemed to include an additional statement that for this purpose it has been made after the Seller has made due and careful enquiries of those persons whose names are set out in Appendix 10.

No Claims against the Group

10.13 Save in cases of fraud or fraudulent misrepresentation, the Seller and the Promoters agree and undertake to the Purchaser (for the Purchaser itself and as agent for each of its Affiliates and each other individual or entity referred to in this Clause 10.13) that it has no rights or claims against and shall not make any claim against the Purchaser or any of its Affiliates, any Group Company or against any Person who is a present or former director, officer or employee of any of the foregoing in respect of any misrepresentation, inaccuracy or omission in or from any information or advice supplied or given by any Group Company or any such director, officer of employee in connection with the giving of any warranty or undertaking in this Agreement, the Tax Deed or any other Transaction Document or on whom the Seller or the Promoters may have relied before agreeing to any term of or entering into any Transaction Document or authorising any statement in the Disclosure Letter (including in respect of any information or documentation supplied or omitted to be supplied by such Person in connection therewith).

10.14 The only warranties given in respect of Tax are the Tax Warranties, and none of the other Seller Warranties shall or shall be deemed to be, whether directly or indirectly, a warranty in respect of Tax and the Purchaser acknowledges and agrees that the Seller makes no other warranty as to Tax.

11. **LIMITATIONS ON LIABILITY**

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

11.1 The Seller's and the Promoters liability for claims under the Transaction Documents shall be limited or excluded, as the case may be, as set out in Schedule 9.

11.2 The provisions of Schedule 9 apply notwithstanding any other provision of this Agreement to the contrary and shall not cease to have effect as a consequence of any termination of any other provisions of this Agreement.

11.3 The limitations on the liability of the Seller and the Promoters set out in Schedule 9 shall not apply in relation to the extent that the relevant claim is in respect of fraud or fraudulent misrepresentation of the Seller.

12. PURCHASER AND GUARANTOR WARRANTIES AND UNDERTAKINGS

Purchaser Warranties

12.1 The Purchaser warrants to the Seller in the terms of the Purchaser Warranties on the date of this Agreement.

Guarantor Warranties

12.1A The Guarantor warrants to the Seller in the terms of the Guarantor Warranties on the date of this Agreement.

Preservation of Information

12.2 The Purchaser undertakes to the Seller that it shall, and shall procure that its Affiliates shall preserve all books, records and documents of or relating to the Group existing at Completion to the extent that such books, records and documents relate to the Agila Business and to the period up to Completion, in accordance with the Purchaser's document retention policies but in any event for applicable statutory limitation periods. Subject to the provisions of Clauses 16.2 to 16.4 (each inclusive), the Purchaser shall permit and allow and shall procure that its Affiliates shall permit and allow, upon receipt of a reasonable request made by or on behalf of the Seller's Group on reasonable advance notice and during normal business hours, the employees, agents and professional advisers of the Seller (at the Seller's cost) reasonable access to such books, records and documents and to inspect and make copies of them; provided; that such access does not (i) unreasonably disrupt the normal operations of the Agila Business; (ii) result in the waiver of any attorney- client privilege or the disclosure of any trade secrets; or (iii) violate any Applicable Law or breach the terms of any applicable contract in a manner that is not insignificant.

Return of Seller Information

12.3 If this Agreement terminates in accordance with its terms, the Purchaser undertakes to the Seller that, upon written request by the Seller, the Purchaser shall at its discretion promptly either destroy or deliver to the Seller, or procure the destruction or delivery to the Seller of, all accounts, records, documents and papers of or relating to any Seller Group Company or any Group Company which have been made available to it in connection with the Transaction (together, **"Seller Information"**). Such obligation shall not apply to any computer records or files that have been created pursuant to the automatic archiving and back-up procedures of the Purchaser or any of its Affiliates, the deletion or removal of which is not technically reasonable or prohibited by the policies of the Purchaser or any of its Affiliates provided that such computer records or files are kept confidential in accordance with the terms of this Agreement. Neither the Purchaser nor any of its Affiliates shall be required to destroy or deliver to the Seller any reports, notes or other material prepared by or on behalf of the Purchaser or any of its Affiliates which incorporate or derive from any Seller Information, provided that such reports, notes or other material are kept confidential in accordance with the relevant terms of this Agreement.

D&O Insurance

12.4 Intentionally blank.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Provision of Information to Insurers

12.5 Subject to the following provisions of this Clause and to the provisions of Clauses 16.2 to 16.4 (each inclusive), if at any time after the Completion Date, the Seller wishes to insure against its liabilities in respect of any Claims and/ or Tax Deed Claims, the Purchaser shall, and shall procure that each Group Company shall, provide such information in relation to this Agreement and the Group Companies as a prospective insurer and/or insurance broker may reasonably require before effecting the insurance. The Seller shall bear the reasonable costs of the provision of such information. The Purchaser and each Group Company are under no obligation to provide such information if the insurer and/or insurance broker have failed to undertake in writing to keep such information confidential to the reasonable satisfaction of the Purchaser or the relevant Group Company or the disclosure of such information is prohibited by Applicable Law.

13. **PROTECTION OF PURCHASER'S INTERESTS**

Definitions

13.1 In this Clause 13:

13.1.1 **"Competing Business"** means (i) with respect to all markets except the domestic India market, developing, manufacturing, distributing, marketing or selling any injectable, parenteral, ophthalmic or oncology pharmaceutical products for human use in any country in which the Agila Business is conducted, and (ii) with respect to the domestic India market, developing, manufacturing, distributing, marketing or selling any product that contains as the active ingredient, any molecule set forth on Appendix 30 hereto with the mode of delivery set forth next to the molecule name in Appendix 30. For this purpose, "domestic India market" shall refer to the developing, manufacturing, distributing, marketing or selling of products for the ultimate use by patients in India only, and shall not include the developing, manufacturing, distributing, marketing or selling of products in India that will be exported, resold or transferred, or submitted for regulatory approval, in any way, directly or indirectly, outside of India."

13.1.2 **"Recognised Stock Exchange"** has the meaning given to it in section 1137 of the CTA 2010 and shall include each of the Bombay Stock Exchange and the National Stock Exchange of India.

Competition, Customers, Employees and Confidentiality

13.2 Subject to Clause 13.2A and Clause 13.7, each of the Promoters and the Seller covenants with the Purchaser that from Completion:

13.2.1 until the expiration of *** from Completion, no member of the Seller's Group nor any of the Promoters shall (whether alone or jointly with another and whether directly or indirectly) carry on or be engaged, concerned or interested economically or otherwise in any manner in a Competing Business save that the Promoters (severally) and the Seller's Group may purchase or hold purely for financial investment purposes:

(A) up to *** of the securities (or any class of securities) of any company whose securities are quoted or dealt on a Recognised Stock Exchange, provided that they do not grant, directly or indirectly, management functions or any material influence in that company; and

(B) up to *** of the securities (or any class of securities) of a company whose securities are not so quoted or dealt, provided that they do not grant, directly or indirectly, management functions or any material influence in that company; and

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

13.2.1 until the expiration of *** from Completion, no member of the Seller's Group nor any of the Promoters shall (whether alone or jointly with another and whether directly or indirectly) solicit from any Group Company any Person who is or was at any time during the prior *** period a Senior Employee with a view to inducing that Person to leave such employment or engagement with any Group Company or solicit or offer to employ any Person employed by the Purchaser or any of its Affiliates. Nothing in this Clause 13 is intended to restrict the ability of either of the Promoters or any member of the Seller's Group from:

(A) soliciting or employing any Senior Employee whose employment was terminated more than *** prior to such date or has ceased to be employed by any member of the Group for at least ***; or

(B) publishing and hiring through general advertisements or solicitation not specifically targeted to such Senior Employee.

13.2A With respect to the domestic India market described in clause 13.1.1 (ii), the restrictions set forth in Clause 13.2.1 of the Agreement shall apply until the expiration of *** from Completion.

13.3 For the purposes of Clause 13.2.1(A) and 13.2.1(B), any transactions undertaken by members of the Seller's Group shall be aggregated and treated as undertaken by a single member.

13.4 The Purchaser covenants with the Seller that until the Completion Date (or, if Completion does not take place in accordance with this Agreement, until *** of the Longstop Date) neither the Purchaser, nor any of its Affiliates, shall, without the prior written consent of the Seller, solicit from any Group Company any Person who is a Senior Employee with a view to inducing that Person to leave such employment or engagement with any Group Company. Nothing in this Clause 13 is intended to restrict the ability of the Purchaser, nor any of its Affiliates, from:

13.4.1 soliciting or employing any Senior Employee whose employment was terminated *** prior to such date or has ceased to be employed by any member of the Group, the Agila Group or any member of the Seller's Group for ***; or

13.4.2 publishing and hiring through general advertisements or solicitation not specifically targeted to such Senior Employee.

Pending Completion and notwithstanding any of the provisions of this Clause 13.4, the Purchaser may solicit from any Group Company any Person who is a Senior Employee with a view to inducing that Person to leave such employment or engagement with any Group Company and employ solely in relation to any Senior Employee identified on Appendix 28, and the Seller and each Promoter confirms that by permitting the action set out in this paragraph to occur shall not be considered a breach of this Agreement or any other Transaction Document.

Benefit of Restrictions

13.5 The restrictions entered into by:

13.5.1 the Seller and each Promoter in Clause 13.2 are given to the Purchaser for itself and to its Affiliates and for each Group Company. The Seller and each Promoter agrees that any Group Company shall be able to enforce this provision against the Seller for the purposes of Clause 16.9 ; and

13.5.2 the Purchaser in Clause 13.4 are given to the Seller for itself and for each Seller Group Company. The Purchaser agrees that any Seller Group Company shall be able to enforce this provision against the Purchaser for the purposes of Clause 16.9.

13.6 The Seller and each Promoter hereby acknowledges that each restriction entered into by the Seller and each Promoter is an entirely independent restriction and is no greater than is reasonably necessary to protect the interests of the Purchaser and its Affiliates and does not bear harshly upon it. If any restriction entered by the Seller, each Promoter or the Purchaser shall be held void or unenforceable for any reason whatsoever but would be valid if deleted

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in part or reduced in its scope or application, then that restriction shall apply with such modifications as may be necessary to make it valid, effective and enforceable.

Exceptions

13.7 Notwithstanding Clause 13.2.1, the Promoters and members of the Seller's Group *** (as applicable) may undertake the following:

13.7.1 ***

13.7.2 ***

13.7.3 ***

13.7.4 ***

13.7.5 ***

13.7.6 ***

13.7.7 ***

13.7.8 ***

13.7.9 ***

13.7.10 ***

13.8 Following Completion, and for a period of *** from the Completion Date, save as permitted by Clause 13.2.1, the Promoters shall be prohibited from acquiring any interest in, partnering with, forming a joint venture with, merging or combining with (a **"Combination Transaction"**) a business which is a Competing Business. However, either of the Promoters may enter into a Combination Transaction with a Person where a Competing Business contributes *** (the **"Competing Division"**). In such case, the relevant Promoter must ensure that the Competing Division is disposed of as soon as practicable and in any event within *** from the date the relevant interest was acquired. The Purchaser agrees that, provided the Promoter complies with this provision, it will not be deemed to be in breach of Clause 13.2 in connection with the acquisition of such interest.

14. **SELLER INDEMNITIES**

14.1 Subject to Clause 14.2, from and after the Completion Date, the Seller shall indemnify, defend and hold harmless on an after-Tax basis the Purchaser and each of its respective officers, directors, employees, agents and Affiliates (including the Group Companies) (the **"Purchaser Indemnitees"**), from and against all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including the settlement of claims, reasonable attorneys', consultant and expert fees, the cost of investigation) which arise or result from or relate, directly or indirectly, to:

14.1.1 Environmental Proceedings, Environmental Requirements or Prudent Environmental Actions relating to:

(A) the presence of any Dangerous Substance in the Environment:

(1) at, on, under, migrating from or migrating to any Real Property as of or prior to the Completion Date, or

(2) at, on, under, migrating from or migrating to any property formerly owned or operated by the Seller or any Group Company in connection with the Agila Business during the period of said ownership or operation; or

(B) the discharge or emission of any Dangerous Substances in the Environment:

(1) at or from the Real Property as of or prior to the Completion Date, or

(2) from any property formerly owned or operated by the Seller or any Group Company in connection with the Agila Business during the period of said ownership or operation; or

(C) the transport or disposal of Dangerous Substances to or at any third-party location in connection with the operation of the Agila Business prior to the Completion Date; or

(D) the violation of any applicable Environmental Law by the Seller or by any Group Company in connection with the Agila Business or the operations at any Real Property as of or prior to the Completion Date,

Claims, judgments, damages, penalties, fines, costs, liabilities and losses arising from the foregoing shall be deemed to be **"Environmental Losses"**. Without limiting the foregoing, any environmental contamination identified during a Phase I or Phase II environmental investigation conducted by the Purchaser after the execution of this Agreement and prior to the Completion Date shall be eligible for the indemnification set forth herein (subject to the terms and conditions of Clause 14.2 and Schedule 9);

14.1.2 Unpaid Company Restructuring Expenses;

14.1.3 Unpaid Company Transaction Expenses;

14.1.4 the Seller's failure to terminate the Terminating RPTs at Completion in accordance with Clause 5.9;

14.1.5 any business retained by the Seller (excluding commercial arrangements or disputes between the Purchaser Indemnitees or the Group Companies, on the one hand, and the Seller Group, on the other hand, other than pursuant to the Transaction Documents);

14.1.6 ***

14.1.7 ***

14.1.8 ***

14.1.9 ***

Environmental Losses

14.2 The Seller shall not be liable to the Purchaser for any Environmental Losses under Clause

14.2.1 ***

14.2.2 ***

14.2.3 ***

14.2.4 ***

14.2.5 ***

14.2.6 ***

14.2.7 ***

14.2.8 ***

***

14.4 ***

15. **SURVIVING PROVISIONS**

On termination of this Agreement, other than Clauses 1 (*Interpretation*), this Clause 15 (*Surviving Provisions*), 16 (*Miscellaneous*), 17 (*Notices*), 18 (*Governing Law*) and 19 (*Arbitration*), all provisions shall automatically terminate with immediate effect and each Party's rights and obligations other than those specified in the above mentioned Clauses shall cease

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immediately on termination. Such termination shall not affect the rights and obligations of the Promoters, the Seller or the Purchaser existing before termination.

16. **MISCELLANEOUS**

Announcements

16.1 Subject to the remaining provisions of this Clause 16.1, no Party shall release any announcement or, except as provided in this Agreement, despatch any announcement or circular, relating to this Agreement unless the form and content of such announcement or circular have been submitted to, and consented to in writing by, the other Parties (such consent not to be unreasonably withheld, conditioned or delayed). Nothing in this Clause 16.1 shall prohibit any Party from making any announcement or despatching any circular as required by law or the rules of any Recognised Stock Exchange, the Bombay Stock Exchange, the NASDAQ Stock Market or of the National Stock Exchange of India or any other stock exchange or regulatory authority or body in which case, the announcement shall only be released or the circular despatched after consultation with the other Parties and after taking into account the reasonable requests of the other Parties as to the content of such announcement or circular.

Confidentiality

16.2 Each Party undertakes to the others that, subject to Clause 16.3, unless the prior written consent of the other Parties shall first have been obtained it shall, and shall procure that its officers, employees, advisers and agents shall keep confidential and shall not by failure to exercise due care or otherwise by any act or omission disclose to any Person, or use or exploit commercially for its or their own purposes, any of the confidential information of the other Parties. For the purposes of this Clause 16.2, **"confidential information"** is the contents of this Agreement, a Transaction Document and any other agreement or arrangement contemplated by this Agreement and:

16.2.1 information of whatever nature concerning the business, finances, assets, liabilities, dealings, transactions, intellectual property, know-how, customers, suppliers, processes or affairs of the other Parties, or any of their Affiliates from time to time; and

16.2.2 any information which is expressly indicated to be confidential in relation to the Party disclosing it (or in relation to any of its Affiliates from time to time);

which any Party may from time to time receive or obtain (verbally or in writing or in disk or electronic form) from any other Party as a result of negotiating, entering into, or performing its obligations pursuant to this Agreement and provided that such information concerning the Group in relation to the period before Completion shall not be confidential information of the Seller's Group following Completion but shall be confidential information of the Purchaser following Completion and, for the avoidance of doubt, such information concerning the Group in relation to the period after Completion shall be confidential information of the Purchaser.

16.3 The consent referred to in Clause 16.2 shall not be required for disclosure by a Party of any confidential information:

16.3.1 to its or its Affiliates' officers, employees, advisers and agents, in each case, as may be contemplated by this Agreement or, to the extent required to enable such Party to carry out its obligations under this Agreement and who shall in each case be made aware by such Party of its obligations under this Agreement and shall be required by such Party to observe the same restrictions on the use of the relevant information as are contained in Clause 16.2;

16.3.2 subject to Clause 16.4, to the extent required by Applicable Law or by the regulations of any stock exchange or regulatory authority or body to which such Party is or may become subject or pursuant to any order of court or other competent authority or tribunal;

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16.3.3 to the extent that the relevant confidential information is in the public domain otherwise than by breach of this Agreement by any Party;

16.3.4 which is disclosed to such Party by a third party who is not in breach of any undertaking or duty as to confidentiality whether express or implied;

16.3.5 which that Party lawfully possessed prior to obtaining it from another;

16.3.6 to any professional advisers to the disclosing party who are bound to the disclosing party by a duty of confidence which applies to any information disclosed; or

16.3.7 to any other Party to this Agreement or pursuant to its terms.

16.4 If a Party becomes required, in circumstances contemplated by Clause 16.3.2, to disclose any information such Party shall (save to the extent prohibited by Applicable Law) give to the other Parties such notice as is reasonably practical in the circumstances of such disclosure and shall co-operate with the other Parties, having due regard to the other Parties' views, and to the extent legally permissible and reasonably practicable take such steps as the other Parties may reasonably require in order to enable it to mitigate the effects of any such disclosure.

No partnership

16.5 Nothing in the Agreement or in any document referred to in it shall constitute any of the Parties a partner of any other, nor shall the execution, completion and implementation of this Agreement confer on any Party any power to bind or impose any obligations to any third parties on any other Party or to pledge the credit of any other Party.

Assignment

16.6 Subject to Clauses 16.7 through to 16.8 (each inclusive), this Agreement shall be legally binding on and inure for the benefit of the successors, assigns and personal representatives of the Parties, but no Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Parties.

16.7 The Guarantor hereby guarantees in the terms set out in Schedule 6 to the Seller the punctual discharge by the Purchaser (which for the purpose of this Clause 16.7 shall be deemed to include any assignee of Purchaser) of its obligations of whatever nature under this Agreement or any other Transaction Documents to which it is a party (including any liabilities which the Purchaser may incur in connection with this Agreement or such other Transaction Documents and promises to pay on demand any sum (together with any interest accrued thereon) which the Purchaser is liable to pay under this Agreement or other Transaction Documents.

16.8 If at any time the Purchaser (which for the purpose of this Clause 16.8 shall be deemed to include any assignee of Purchaser) ceases to be wholly or substantially owned, directly or indirectly, by the Guarantor then before it ceases to be a wholly or substantially owned, directly or indirectly, of the Guarantor, the Guarantor and the Purchaser shall each be under a duty to procure an assignment and transfer of the rights and obligations of the Purchaser under this Agreement or any other Transaction Documents to which it is a party back to the Purchaser or another wholly or substantially owned, directly or indirectly, of the Guarantor.

Third party rights

16.9 Save as otherwise expressly provided herein, no term of this Agreement is enforceable by a Person who is not a Party to this Agreement.

Entire agreement

16.10 Each of the Parties confirms on behalf of itself and its Affiliates that this Agreement and the Transaction Documents represent the entire understanding, and constitute the whole agreement, in relation to their subject matter and supersede and prevail over any previous agreements between the Parties with respect thereto and, without prejudice to the generality of the foregoing, exclude any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.

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16.11 Each Party confirms on behalf of itself and its Affiliates that:

16.11.1 in entering into this Agreement it has not relied on any representation, warranty, collateral contract, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in this Agreement; and

16.11.2 in any event, without prejudice to any liability for, or remedy in respect of, fraud, fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation, warranty, collateral contract, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this Agreement or any other Transaction Document are those pursuant to this Agreement or such Transaction Document, and for the avoidance of doubt and without limitation, no Party has any other right or remedy (whether by way of a claim for contribution or otherwise) in tort (including negligence) or for misrepresentation (whether negligent or otherwise, and whether made prior to, and/or in this Agreement).

Unenforceable provisions

16.12 If any provision or part of this Agreement is void or unenforceable due to any Applicable Law, it shall be deemed to be deleted and the remaining provisions of this Agreement shall continue in full force and effect.

Effect of Completion

16.13 So far as it remains to be performed this Agreement shall continue in full force and effect after Completion. The rights and remedies of the Parties shall not be affected by Completion.

Waiver

16.14 The rights and remedies of the Parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any other Party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of the Parties. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

Variation

16.15 No variation of this Agreement (or any of the documents referred to in it) shall be valid unless it is in writing (which, for this purpose, does not include email) and signed by or on behalf of each of the Parties. The expression "variation" includes any amendment, variation, supplement, deletion or replacement however effected.

Counterparts

16.16 This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when executed and delivered shall be an original but all the counterparts together constitute one instrument.

No set-off, deduction or counterclaim

16.17 ***

Costs

16.18 The Parties shall pay their own costs in connection with the preparation and negotiation of this Agreement and any matter contemplated by it.

Language

16.19 This Agreement was negotiated in English and, to be valid, all certificates, notices, communications and other documents made in connection with it shall be in English. If all or any part of this Agreement or any such certificate, notice, communication or other document is for any reason translated into any language other than English the English text shall prevail. Each of the Parties understands English and is content for all communications relating to this Agreement to be served on it in English.

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Time of the essence

16.20 Any date or period may be extended by mutual agreement between the Parties, but time shall be of the essence as regards any date or period originally fixed or any date or period extended pursuant to this Clause 16.20.

Timing of Execution

16.21 This Agreement shall be signed by way of separate counterparts first by the Seller and then by the Purchaser and shall be treated as executed only when the Purchaser signs its counterpart. Subject to clause 16.23 below, the Parties agree that this Agreement shall be dated as of the date in New York at the time the Purchaser signs its counterpart.

Further Assurances

16.22 Each of the Parties shall after Completion execute all such deeds and documents and do all such things as are required to perfect the transactions intended to be effected under, or pursuant to, this Agreement so as to give the Parties the full benefit of the provisions of this Agreement.

Amendment and Restatement

16.23 In consideration for accepting the rights and assuming the obligations ascribed to them under this Agreement, the Parties hereby agree that the Amended Agreement shall be amended and restated in its entirety in the form set out in this Agreement. The Parties hereby agree that this Agreement is executed on 4 December 2013 but that for all purposes it shall have an effective date of 27 February 2013.

17. **NOTICES**

17.1 A notice (including any approval, consent or other communication) in connection with this Agreement and the documents referred to in it:

17.1.1 must be in writing;

17.1.2 must be left at or delivered by courier to the address of the addressee and marked for the attention of the Person so specified, or to such other address and/or marked for the attention of such other Person, as the relevant Party may from time to time specify by notice given in accordance with this Clause 17.

The relevant details of each Party at the date of this Agreement are:

Seller

Address: Corporate Office: Strides House, Bilekahalli, Bannerghatta Road, Bangalore – 560 076, India

Attention: Mr. Arun Kumar, Group CEO and Managing Director and Nasser Kabir, Senior Vice President Legal

With a copy to: Alan Montgomery, Robert Moore and Marc Perkins at Herbert Smith Freehills LLP, Exchange House, Primrose Street, London EC2A 2EG.

Purchaser

Address: Plot No. 564-A-22, Road No. 92, Jubilee Hills, Hyderabad - 500 034, Andhra Pradesh, India

Attention: B. Hari Babu, Managing Director and CEO

Guarantor

Address: 1500 Corporate Drive, Canonsburg, Pennsylvania 15317 U.S.A.

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Attention: General Counsel

With a copy to: Mr. Eric Cochran and Ms. Marie Gibson at Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York 10036-6522;

17.1.3 for the avoidance of doubt, notices sent by electronic mail (if sent) will not constitute valid service pursuant to this Clause 17.1.

17.2 In the absence of evidence of earlier receipt, any notice shall take effect from the time that it is deemed to be received in accordance with Clause 17.3.

17.3 Subject to Clause 17.4, a notice is deemed to be received:

17.3.1 in the case of a notice left at the address of the addressee, upon delivery at that address; and

17.3.2 in the case of a couriered notice on the third day after delivery to the courier service provider.

17.4 A notice received or deemed to be received in accordance with Clause 17.3 on a day which is not a Business Day or after 5 p.m. on any Business Day according to local time in the place of receipt, shall be deemed to be received on the next following Business Day.

17.5 Each Party undertakes to notify all of the other Parties by notice served in accordance with this Clause 17 if the address specified herein is no longer an appropriate address for the service of notices.

18. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with Indian law.

19. **ARBITRATION**

19.1 Except to the extent any dispute must be submitted to an expert for determination under any other provision of this Agreement, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, breach or termination (including any non-contractual dispute or claim) ("**Dispute**") shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the London Court of International Arbitration then in force, which rules (the "**Rules**") are deemed to be incorporated by reference in this Clause 19.

19.2 The number of arbitrators shall be three.

19.3 The language of the arbitration shall be English.

19.4 The claimant (or claimant parties jointly) shall nominate one arbitrator and the respondent (or respondent parties jointly) shall nominate one arbitrator, both within fifteen (15) calendar days after the expiry of the period during which parties can exercise their right to joinder prior to the constitution of the Arbitral Tribunal or intervention. If the claimant or claimant parties and/or the respondent or respondent parties fail to nominate an arbitrator by that deadline, then the parties to the arbitration shall have thirty (30) additional calendar days to agree on a panel of three arbitrators. If they cannot agree by that deadline, all three arbitrators shall be appointed by the LCIA Court in accordance with the Rules.

19.5 The seat of the arbitration shall be London, England. The Parties expressly agree that leave to appeal under Section 45 or Section 69 of the English Arbitration Act 1996 may not be sought

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with respect to any question of law arising in the course of the arbitration or with respect to any award made.

19.6 The law of the arbitration agreement (including as to its scope and validity) shall be English law.

19.7 The Parties agree that no Proceedings shall be brought in the courts of India under or in connection with this Agreement (including non-contractual claims), save for the purpose of enforcing an arbitral award. The Parties agree that Part I of the Indian Arbitration and Conciliation Act 1996 shall have no application to any arbitration under this Clause 19 or any such enforcement proceedings.

19.8 Subject to Clause 19.7 above, the Parties submit to the non-exclusive jurisdiction of the English Courts located in London, England (the "**English Courts**") to compel arbitration, for any action in aid of arbitration or for interim or provisional remedies in aid of arbitration and for the enforcement of any arbitral award rendered hereunder. The Parties hereby unconditionally and irrevocably waive any right to stay or dismiss any such Proceeding brought before the English Courts on the basis of inappropriate or improper venue.

19.9 The Parties agree that the courts of England shall have exclusive jurisdiction with respect to any Proceedings to set aside an arbitral award. This shall not affect the right of any Party to bring Proceedings to enforce an arbitral award in any other court of competent jurisdiction.

Joinder

19.10 Each Party consents to be joined as a party to an arbitration commenced under a Related Agreement on the terms provided by this Clause 19. Each Party also consents to the joinder of any party to a Related Agreement to an arbitration commenced under this Agreement on the terms provided by this Clause 19.

19.11 Prior to the constitution of the Arbitral Tribunal in an Existing Dispute, any party to such Existing Dispute may effect joinder by serving notice on any party to this Agreement or a Related Agreement whom it seeks to join, provided that such notice is also sent to all other parties to the Existing Dispute and the LCIA Court within thirty (30) calendar days of service of the Request. The joined party will become a claimant or respondent party (as appropriate) to the Dispute and participate in the arbitrator appointment process in Clause 19.4 above.

19.12 After the constitution of the Tribunal in an Existing Dispute, any party to that Existing Dispute may apply to the Tribunal for a Joinder Order and promptly notify all parties to the Existing Dispute and the party it seeks to join of that application. On hearing such application, the Tribunal may, if it considers that (i) there are issues in the arbitration that would make it logical to join such third party, and (ii) no party would be unduly prejudiced as a result of such joinder through undue delay or otherwise, make a Joinder Order. Notice of such Joinder Order must be given to all parties to the Existing Dispute, the joined party and the Registrar.

19.13 Each Party agrees to be bound by any award made by the Arbitral Tribunal in an Existing Dispute to which it is joined.

19.14 Any joined party may make a counterclaim against any party, provided that:

19.14.1 such counterclaim is based upon a Dispute substantially related to the Dispute in the relevant Request for Arbitration; and

19.14.2 such counterclaim is made by written notice to the LCIA Court and to all other parties within either thirty (30) calendar days from the receipt by such Party of the relevant Request for Arbitration or such longer time as may be determined by the LCIA Court or the arbitrators.

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19.15 In this Clause 19, "**Related Agreement**" shall mean the Transaction Documents.

19.16 In order to facilitate the comprehensive resolution of related Disputes, all claims between any of the parties to this Agreement that arise under or in connection with this Agreement and any Related Agreement(s) may be brought in a single arbitration. Each Party consents to the consolidation of an arbitration commenced under this Agreement with an arbitration commenced under a Related Agreement on the terms provided by this Clause 19.

19.17 Any party to both a First-filed Dispute and Later Dispute(s) may apply to the Arbitral Tribunal appointed in the First-filed Dispute for a Consolidation Order in relation to any Later Dispute(s). That party must notify all parties to the First-filed Dispute and the Later Dispute of such application.

19.18 The Tribunal appointed in relation to the First-filed Dispute may, if it considers that (i) there are issues of fact or law common to the proceedings so that a consolidated proceeding would be more efficient than separate proceedings, and (ii) no party would be unduly prejudiced as a result of such consolidation through undue delay or otherwise, make a Consolidation Order on hearing such application.

19.19 If the Arbitral Tribunal of the First-filed Dispute makes a Consolidation Order it will immediately, to the exclusion of other tribunals, have jurisdiction to resolve finally the Later Dispute(s). The parties agree that they will be bound by the Consolidation Order and any subsequent orders and Awards issued in such circumstances.

19.20 Notice of the Consolidation Order must be given to any arbitrators already appointed in relation to the Later Dispute(s) and the Registrar. Any appointment of an arbitrator in relation to the Later Dispute(s) before the date of the Consolidation Order will terminate immediately and the arbitrator will be deemed to be functus officio. This termination is without prejudice to the validity of any act done or order made by that arbitrator or by the court in support of that arbitration before his appointment is terminated; his entitlement to be paid his proper fees and disbursements; and the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

19.21 Notwithstanding any other provision of this Clause 19, in the event of:

19.21.1 the joinder of any member of the Purchaser's Group to an Existing Dispute to which only Seller Group Companies and/or Promoters are parties; or

19.21.2 the joinder of any Seller Group Company or a Promoter to an Existing Dispute to which only members of the Purchaser's Group are parties; or

19.21.3 a Consolidation Order which would result in a member of the Purchaser's Group becoming a party to an arbitration which prior to consolidation had only Seller Group Companies and/or Promoters as parties; or

19.21.4 a Consolidation Order which would result in a Seller Group Company or a Promoter becoming a party to an arbitration which prior to consolidation had only members of the Purchaser's Group as parties,

the relevant party which is to be joined or which will become a party as a consequence of the Consolidation Order shall be entitled within twenty (20) calendar days of such joinder or Consolidation Order to give notice to all other parties to the relevant arbitration and the Registrar requesting the constitution of a new Arbitral Tribunal. In such event, Clause 19.4 above shall apply to the constitution of the new Tribunal, save that the fifteen (15) calendar day period for party nomination shall commence upon the request for a new Tribunal to be constituted.

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19.22 The Parties agree that in the event of any joinder or consolidation of proceedings, at the application of any Party to the proceedings the LCIA Court shall be requested on behalf of all Parties to fix separate advances on costs in respect of each claim, counterclaim or cross-claim in the proceedings, and the Parties hereby give their consent to any such application.

19.23 Any joined party shall be bound by any award rendered by the Arbitral Tribunal even if such party chooses not to participate in the arbitral proceedings.

19.24 Except as otherwise provided in Clause 19.21 herein, each of the Parties waives any objection on the basis of a Consolidation Order, Joinder or Joinder Order to the validity and/or enforcement of any award made by the Arbitral Tribunal following any Consolidation Order, Joinder or Joinder Order. For the avoidance of doubt, this includes a waiver of any objection that Joinder or consolidation has resulted in a Party being deprived of the right to play a role in the nomination of arbitrator(s).

19.25 For the avoidance of doubt, where an arbitral tribunal is appointed under this Agreement or any Related Agreement, the whole of its award (including any part relating to any Related Agreement) is deemed for the purposes of the New York Convention on the Recognition and Enforcement of Arbitral Awards 1958 to be contemplated by this Agreement and that Related Agreement.

Service of Process

19.26 The Seller irrevocably appoints Agila Specialties UK Limited as its agent for service of process in connection with any Dispute. If requested by the Purchaser, the Seller will appoint a new agent for service of process with effect from Completion. The relevant details of Agila Specialties UK Limited are as follows:

The Director
Agila Specialties UK Limited
New Bridge Street House,
30-34, New Bridge Street,
London EC4V 6BJ, UK

19.27 The Purchaser irrevocably appoints Generics (U.K.) Limited as its agent for service of process in connection with any Dispute. The relevant details of Generics (U.K.) Limited are as follows:

Generics (U.K.) Limited (t/a Mylan), FAO John Munson, Managing Director, Albany Gate, Darkes Lane, Potters Bar, Herts EN6 1AG.

19.28 The Seller and the Purchaser agree that any document may be effectively served on them in connection with a Dispute in England and Wales by service on that Party's agent. A copy of the document served on an agent shall be sent by post to the relevant Party. Failure or delay in so doing shall not prejudice the effectiveness of the service on such agent.

IN WITNESS of which the Parties have amended and restated this Agreement on 4 December 2013 but with an effective date of 27 February 2013.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Schedule 1

DETAILS OF THE GROUP

PART 1

THE COMPANY

Name:	**Agila Specialties Private Limited.**
Company Registration number:	U02429KA2004PTC033503
Company status:	Private limited company
Country of incorporation:	India
Date of incorporation:	3 March 2004
Registered office:	"Strides House", Bilekahalli, Bannerghatta Road, Bangalore – 560076 , Karnataka.
Issued share capital:	Rs. 183,167,830 divided into 18,316,783 equity shares of Rs.10 each
***	***
***	***
***	***
***	***
***	***

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Part 2

THE SUBSIDIARY

Name:	ONCO THERAPIES LIMITED
Company Registration number:	U24232KA2007PLC043599
Company status:	Public Limited company (limited by shares)
Country of incorporation:	India
Date of incorporation:	14 August 2007
Registered office:	"Strides House", Bilekahalli, Bannerghatta Road, Bangalore – 560076
Issued share capital:	INR 24,061,870 divided into 2,406,187 equity shares of INR 10 each
***	***
***	***
***	***
***	***
***	***

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Schedule 2

CONDITIONS

1 CONDITIONS FOR THE BENEFIT OF PURCHASER AND SELLER

There shall be no:

1.1.1 injunction, order, Proceeding or decree of any nature of any Governmental Authority of competent jurisdiction that is in effect that prevents the consummation of the transactions contemplated by this Agreement; or

1.1.2 Applicable Law that is in effect that prevents the consummation of the transactions contemplated by this Agreement.

For purposes of this paragraph 1, the terms below will have the definitions set forth in this paragraph, instead of the definitions set forth in Schedule 12:

"Governmental Authority" shall mean any multinational, national, federal or state government, or any entity, authority, agency, ministry, commission, tribunal, arbitral body, court or other similar body exercising executive, legislative, judicial, taxing, regulatory or administrative authority or functions of such government, including any authority or quasi- governmental entity established to perform any of these functions; and

"Proceeding" shall mean any action, litigation or suit (whether civil, criminal, administrative, judicial or investigative) commenced or brought, by or before any Governmental Authority.

2 PURCHASER'S CONDITIONS

2.1 Each of the Seller Warranties and each of the Promoter Warranties (disregarding any reference to materiality or Material Adverse Effect contained therein) shall be true and correct when made and as of the Completion Date as though made at such date (except that any Seller Warranties and any Promoter Warranties that are made as of a specified date shall be true and correct only as of such specified date), in each case except where any failure of such Seller Warranties and Promoter Warranties to be so true and correct is not, a Material Adverse Effect, provided however that each of the Fundamental Seller Warranties and the Fundamental Promoter Warranties shall be true and correct in all respects when made and as of the Completion Date.

2.2 There being no breach of the obligations (and for the avoidance of doubt excluding breach of a Seller Warranty or a Promoter Warranty) required to be performed under this Agreement which would individually or in aggregate constitute a material breach of this Agreement at Completion.

2.3 No Material Adverse Effect has occurred since the date of this Agreement and continues to exist at Completion.

2.4 The consents and amendments set out in Appendix 16 shall have been obtained in accordance with Appendix 16.

2.5 The Novations set forth in paragraph (A) (1) and (2) of Appendix 17 shall have been effected to the reasonable satisfaction of the Purchaser in the manner contemplated in Appendix 17.

2.6 Such number of Senior Management Contracts as the Parties agree in writing shall have been entered into and not terminated, and such number of Senior Managers shall still be able to work.

2.7 The Final Individual Accounts will not show a material adverse difference from the Draft Individual Accounts, when taken in the context of the Group as a whole.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

2.8 The Final Limited Review Accounts will not show a material adverse difference from the Draft Limited Review Accounts.

2.9 The Identified ******* Assets shall have been transferred to the Company.

3 REGULATORY APPROVALS

3.1 Insofar as the Transaction, in whole or in part, gives rise to:

3.1.1 a notification obligation under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 ("**HSR Act**"), the notifications of the Seller and the Purchaser pursuant to the HSR Act having been made to the USA Federal Trade Commission or the U.S. Department of Justice, Antitrust Division; and

3.1.2 any other mandatory merger control notification obligation in any jurisdiction where the Company has made material sales since 1 January 2012, all such mandatory merger control filings having been made to the relevant Competition Authority in respect of the Transaction, provided that for this purpose, sales in a jurisdiction shall be deemed to be material if sales revenues generated in that jurisdiction exceeded *******.

3.2 In respect of any notification obligation arising under paragraphs 3.1.1 and 3.1.2 of this Schedule 2:

3.2.1 all consents and approvals of any such Competition Authority which are required to be obtained before the Transaction may be completed having been obtained either unconditionally or subject to such Commitments as shall be reasonably acceptable to the Seller and the Purchaser and in accordance with Clause 4.4 of this Agreement; or

3.2.2 all applicable mandatory waiting periods and any extensions thereof in connection with the relevant notification having expired or been terminated.

4 [INTENTIONALLY LEFT BLANK**]**

5 FOREIGN INVESTMENT PROMOTION BOARD

The approval of the Foreign Investment Promotion Board for the acquisition by the Purchaser of the entire share capital of the Company in terms of the Agreement and the Transaction Documents either unconditionally or subject to such conditions as shall be reasonably acceptable to the Seller and the Purchaser and in accordance with Clause 4.4 of this Agreement.

6 VALUATION CERTIFICATE

6.1 [intentionally left blank]

6.2 The Seller shall obtain a certificate from a chartered accountant indicating the fair value of the Shares as required under the Master Circular on Foreign Investment in India dated 1 July 2013 (the "**FDI Master Circular**").

7 AGREED CONDITIONS

Such other matters as the Parties agree in writing will constitute Conditions for the purposes of this Agreement.

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Schedule 3

CONDUCT OF BUSINESS BEFORE COMPLETION

Without limiting and without prejudice to Clauses 5.1 through 5.13 (inclusive), until Completion the Seller shall, within the confines of Applicable Law, ensure that, without the prior written consent of the Purchaser (and for this purpose, the Purchaser agrees, when determining whether to give consent, that it shall act reasonably and that such decision will not be unreasonably delayed) no Group Company shall, and (where applicable) the Seller shall not for and on behalf of a Group Company:

2. create, allot or issue any share or loan capital or other security or agree, arrange or undertake to do any of those things;

3. give or agree to give any option, right to acquire or call (whether by conversion, subscription or otherwise) in respect of any of its share or loan capital;

4. merge or consolidate with a corporate body or any other Person, enter into any demerger transaction or participate in any other type of corporate reconstruction;

5. in each case, save to the extent permitted by paragraph 10 below, acquire, transfer, assign, pledge, mortgage, lease, sell or dispose of, or agree to acquire, transfer, assign, pledge, mortgage, lease, licence, enter into a partnership, joint venture or similar arrangement with regard to, sell or dispose of, any material assets (whether tangible or intangible), including rights to products or pipeline products, businesses or undertakings or suffer to exist any Encumbrance thereon (other than security interests created in the Ordinary Course of Business) and in compliance with any other provisions of this Schedule 3 or assume or incur, or agree to assume or incur, any material liability or obligation outside the Ordinary Course of Business, in excess of US$***;

6. pass any resolution by its members in general meeting or make any alteration to its articles of association;

7. declare, authorise, make or pay any dividend or other distribution (whether in cash, stock or in kind);

8. save in relation to Tenders, enter into any material contract or arrangement which is incapable of being terminated within *** without any termination, breakage or other costs or could reasonably be expected to involve annual revenue of US$*** or annual committed expenditure or liability which exceeds, in each case, US$***;

9. submit Tenders outside the Ordinary Course of Business or which are expected to involve annual revenue in excess of US$***;

10. enter into any contract or agreement containing any provision imposing non-compete, non- solicit, exclusivity, right of first offer, right of first refusal, most favoured nation refundable payment obligations capacity preference or priority obligations or similar obligations, undertakings or restrictions, in each case, in relation to any pharmaceutical related products or services and with regard to anything else, to the extent the restrictions are material;

11. save for Permitted Capex, create any borrowing or other Debt in excess of US$*** otherwise than pursuant to trade financing in the Ordinary Course of Business;

12. enter into any transaction or arrangement with any Person otherwise than at arms' length or enter into any transaction with a related party;

13. make any proposal for or adopt a plan of complete or partial winding up, dissolution, liquidation, merger, consolidation, restructuring, recapitalization or the reorganization of any Group Company;

14. redeem or purchase any shares or reduce its issued share capital, or any uncalled or unpaid liability in respect thereof, or any capital redemption reserve, share premium account or other reserve that is not freely distributable;

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15. make any advance, loan or deposit of money other than in the Ordinary Course of Business or cancel, release or assign any indebtedness in excess of US$*** owed to it;

16. materially change its policies or practices in respect of debtors and/or payment of creditors;

17. lease, license or part with or share possession or occupation of any Real Property held or occupied or which may be acquired by any Group Company or enter into an agreement or arrangement to do so;

18. vary, amend, supplement, assume, replace, waive any material provision of, terminate or otherwise modify any contracts involving annual revenue in excess of US$***;

19. fail to take any action necessary to protect or maintain the Intellectual Property of any Group Company;

20. with respect to the Intellectual Property of any Group Company and with respect to any rights to the Intellectual Property granted under any contract: (A) transfer, assign or license to any Person any rights to such Intellectual Property; (B) abandon, permit to lapse or otherwise dispose of any Intellectual Property; (C) grant any Encumbrance on any Intellectual Property; (D) disclose or agree to disclose to any Person, other than representatives of the Purchaser, any Know-how, trade secret or other confidential information, idea, invention, proprietary process, formulae, model or methodology; or (E) make any material changes in or to the Intellectual Property that reasonably could be expected to impair such Intellectual Property or the Purchaser's rights with respect thereto in any material respect;

21. in relation to any claim or Proceedings exceeding US$***, initiate, settle, waive or abandon any claim, litigation, arbitration or other Proceedings or make any admission of liability by or on behalf of any Group Company (i) except in relation to debt collection in the Ordinary Course of Business; and (ii) save that any member of the Group may take any reasonable action in relation to patent matters connected with Paragraph IV Challenges provided that such action does not and will not have a material adverse effect on the Agila Business or the anticipated revenue and profits attributable to the products related thereto;

22. with respect to all tangible assets of each Group Company, fail to maintain any such assets in a state of repair, order and condition consistent in all material respects with their operation in the Ordinary Course of Business, usual and ordinary wear and tear excepted;

23. knowingly take any action which may invalidate any of its policies of insurance or take out any replacement policies of insurance (other than renewals of the policies of insurance on substantially the same commercially reasonable and available terms as those in force at the date of this Agreement);

24. with respect to the Agila Business, (i) make any material change in the selling, distribution, advertising, terms of sale or collection practices that are inconsistent in any material respect with the Ordinary Course of Business, (ii) enter into any material business practices, programs or long-term allowances not previously used in the Ordinary Course of Business, (iii) engage in the practice of "channel stuffing" or any program, activity or other action (including any rebate, discount, chargeback or refund policy or practice), that, in any such case, would reasonably be expected to result, directly or indirectly, in purchases of products that are in excess of normal customer purchasing patterns consistent with the Ordinary Course of Business during the twelve (12) months prior to the date of this Agreement or not in accordance with stated terms of customer agreements or purchase pattern reasonably expected by the Seller or (iv) materially change inventory ordering patterns outside of normal production plans or outside the Ordinary Course of Business;

25. fail to pay accounts payable and other obligations of the Agila Business in the Ordinary Course of Business other than those disputed in good faith;

26. change or take any action to change (except as required by Applicable Law) its statutory appointed auditors or make any change to: (i) its accounting practices or policies (including procedures with respect to revenue recognition); (ii) any material assumption underlying, or method of calculating, any bad debt contingency or other reserve, except in each case where

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such change is recommended by its auditors as a consequence of a change in generally accepted accounting practices or policies applicable to companies carrying on businesses of a similar nature, or as a consequence of a change in Applicable Law;

27. create or amend any employee share scheme and/or grant or issue any options or other equity-based awards under any such scheme;

28. save in relation to up to *** new personnel proposed to be employed in connection with the new facility in Singapore and expansion projects in Bangalore, increase the number of Employees by more than *** Employees;

29. make any change in terms of employment (including pension fund commitments) other than those required by Applicable Law which would increase the aggregate staff costs of the Group by more than ***, per annum;

30. except for merit increases, bonus payments or promotions made in the Ordinary Course of Business and consistent with past practices, grant any increase in the compensation (including incentive or bonus compensation) of any Employee, or institute, adopt or amend any Employee plan, or otherwise amend the terms and conditions of employment (including remuneration, pension entitlements and other benefits) of any Employee;

31. save for cause (other than in relation to Senior Managers), give notice of termination of employment or dismiss any Senior Employee or a number of Employees that exceeds ***;

32. (A) transfer any Employee from the Agila Business to a non-Agila Business or (B) transfer any person who is not an Employee from a non- Agila Business to the Agila Business;

33. communicate with any Employees regarding the compensation, benefits or other treatment that they will receive from Purchaser or any Group Company post Completion in connection with the transactions contemplated hereby, unless any such communications have been reviewed and approved by the Purchaser. To the extent that such communication is mandated by Applicable Laws, the Seller or the applicable member of the Seller's Group shall first use all reasonable endeavours to ensure that the Purchaser has a reasonable opportunity to review and approve any such communication;

34. terminate, cancel, amend, waive, modify or fail to maintain or otherwise comply with any Governmental Authorisations applicable to the Agila Business other than those that are immaterial;

35. take any action which is inconsistent with the provisions of any Transaction Document or with the implementation of the transactions contemplated thereby;

36. adopt, modify or participate in any pension scheme (other than its existing pension schemes);

37. (i) make, revoke or amend any Tax election or settle or compromise any Tax liability or agree to an extension or waiver of the limitation period to any Tax claim made by any Tax Authority or grant any power of attorney with respect to Taxes or enter into any closing agreement with respect to any Tax; (ii) change any method of accounting for Tax purposes; or (iii) file any amended income Tax Return or other material amended Tax Return; or

38. agree, whether in writing or otherwise, to do any of the foregoing or take, or commit to take, any action that would result in the occurrence of any of the foregoing.

For the purposes of determining any monetary amount set forth in this Schedule 3, amounts in currencies other than US$ shall be converted into US$ at the end of day closing price London time, as reported on Bloomberg page WCV.

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Schedule 4

NET DEBT STATEMENT

1 INTERPRETATION

1.1 For the purposes of this Schedule 4, the following additional terms are defined:

"Accounting Policies" the accounting policies in accordance with Indian GAAP, consistently applied, consistent with the same accounting principles, policies, procedures, categorisations, definitions, methods, practices and techniques adopted in the PCFS;

"Bank Debt" the amounts outstanding under all bank loans and bank facilities (including any accrued but unpaid interest thereon), and any costs and expenses (including Taxes) related thereto, including as set out in Appendix 3 at Completion;

"Cash" cash (whether in hand or credited to any account with any financial or similar institution or organisation) and cash equivalents of the Group Companies (including all interest accrued thereon) at the Relevant Time determined in accordance with paragraph 2 of this Schedule 4, including:

(a) marketable securities and short term investments;

(b) cheques received by, honored and made payable to any of the Group Companies prior to Completion;

but excluding:

(c) any cash and cash equivalents held by any of the Group Companies on trust on behalf of any customer;

(d) any cash overdraft amounts and the amounts of any cheques issued on any accounts of any of the Group Companies; and

(e) Repatriation Costs;

"Completion Balance Sheet" the unaudited combined balance sheet in the form set out in this Schedule 4 of the Company as at the Relevant Time;

"Debt" the sum of the following (without double counting) determined in accordance with paragraph 2 of this Schedule 4:

(a) the aggregate amount at the Relevant Time of all outstanding principal amounts (whether or not due and payable at that time and including accrued but unpaid interest) of the Group under or in respect of:

(i) Bank Debt;

(ii) Hire Purchase Leases;

(iii) current Tax Liabilities (net of advances and prepayments) (actual and accrued) for each Group Company for the period up to Completion); and

(iv) amounts owed by any Group Company in respect of the Related Party Loans (net of amounts owed to any Group Company in respect of the Related Party Loans),

but excluding any such amounts outstanding under the Trade Payables as at Completion;

(a) the aggregate amount of any break fees and other termination costs which are required to be paid by a Group Company in connection with the payment or repayment prior to, at or in connection with Completion of any amounts referred to in paragraph (a) above; and

(b) the aggregate amount at the Relevant Time of any other borrowings and other indebtedness of a Group Company, including by way of acceptance credits, letters of credit,

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discounting or similar facilities, loan stocks, bonds, debentures, debt securities (including any related interest accruals and payments in kind), notes, debt or inventory financing, or other similar or analogous financing arrangements, all security, guarantee, surety, collateral and deposit arrangements, together with any accrued but unpaid interest thereon, as applicable, deferred or contingent consideration (including the Aspen licensing obligations and Star Drugs purchase consideration to the extent relevant to the Group Companies), lease buyout obligations, unfunded pension liabilities including leave encashment and gratuity obligations, accounts payable for capital expenditures between the date of this Agreement and Completion, and all other accounts payable balances outstanding for 180 days or more, and leases, any Related Party Loans (including amounts owed for guarantee commissions, management fees and any outstanding redeemable preference equity shares), finance leases, capital leases, overdrafts, sale and lease back arrangements or any other arrangement the purpose of which is to borrow money), together with interest rate, currency or other swaps or hedging arrangements, hedging obligations, bills of exchange, recourse obligations on factored debts and obligations under derivative instruments, net intercompany payables and the differential land cost and processing fees payable by the Company to the lessor in respect of the ***. An illustrative schedule of Debt as of September 30, 2012 is set out in Appendix 18;

plus:

(d) ***;

plus:

(e) the Regulatory Deposit.

"Estimated Cash" the Seller's good faith estimate of Cash at the Relevant Time based on the information available at the time such calculation is made and taking into account the Accounting Policies;

"Estimated Completion Balance Sheet" the Seller's good faith estimated Completion Balance Sheet at the Relevant Time in the form set out in this Schedule 4 based on the information available at the time such balance sheet is prepared and taking into account the Accounting Policies;

"Estimated Debt" the Seller's good faith estimate of Debt of the Group Companies at the Relevant Time based on the information available at the time such calculation is made and taking into account the Accounting Policies;

"Hire Purchase Leases" all liabilities in respect of the capital element of the hire purchase leases set out at Appendix 5;

"Post-Completion Statement" a statement setting forth the Purchaser's good faith calculation of the (A) Cash and (B) Debt in each case as at the Relevant Time;

"Pro Forma Combined Financial Statements of the Specialties Business" or **"PCFS"** means the combined balance sheet, combined profit and loss account and the significant accounting policies and explanatory notes of the subsidiaries and joint ventures of SAL which are considered Specialty Entities;

"Purchaser's Accountants" PricewaterhouseCoopers LLP;

"Related Party Loans" all loans owed by or to a Group Company to or by any member of the Seller's Group or to or by any other Group Company (as the case may be) and any other loans or similar arrangements including amounts included in the corporate control account between any Group Company, any Seller Group Company and/or the Promoters, including any interest accrued thereon and any costs and expenses (including Taxes) related thereto;

"Relevant Time" 11:59 pm Indian Standard Time on the Business Day before the Completion Date;

"Repatriation Costs" any costs related to transferring cash from one tax jurisdiction to another;

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"Seller's Accountants" Deloitte, Haskins & Sells;

"Specialty Entities" has the same meaning as in the Deloitte Review Report and PCFS for the Draft Limited Review Accounts;

"Trade Payables" represents the Specialty Entities obligations for amounts owed for the purchase of goods and services arising in the ordinary course of business, net of advances to suppliers for the purchase of goods, calculated consistently with past practices and in accordance with the Accounting Policies.

1.2 It is agreed that items or amounts categorised or falling under more than one defined term in this Schedule 4 shall not be double counted.

2 PREPARATION OF NET DEBT STATEMENT AND WORKING CAPITAL STATEMENT

2.1 The Purchaser shall, as promptly as practicable and in any event no later than seventy-five (75) calendar days after Completion, prepare and deliver to the Seller the draft Completion Balance Sheet and the draft Post-Completion Statement.

2.2 The Seller and the Seller's Accountants shall be entitled to review all books, records and papers of the each Group Company which are relevant for the purposes of preparing the draft Completion Balance Sheet and draft Post-Completion Statement and matters arising therefrom and the Purchaser shall use reasonable endeavours to have the Purchaser's Accountants and appointed statutory auditors of the Specialty Entities provide to the Seller and the Seller's Accountants all reasonable assistance to prepare and review the draft Completion Balance Sheet and draft Post-Completion Statement, including reasonable access to all working papers used to prepare the same.

2.3 The Seller shall notify the Purchaser in writing within fifteen (15) calendar days of receipt of the draft Completion Balance Sheet and draft Post-Completion Statement stating whether the Seller agrees with the draft Completion Balance Sheet and draft Post-Completion Statement and, if they do not so agree, such notification shall give reasonable details of any disagreement and the adjustments which, in the opinion of the Seller, should be made (the **"Disputed Details"**).

2.4 Within fifteen (15) calendar days of receipt of the Disputed Details, the Purchaser may submit to the Seller written notification giving reasonable details of its response to the Disputed Details (the **"Purchaser Dispute Response"**). In the case of disagreement, the Purchaser and the Seller shall (in conjunction with their respective accountants) meet and discuss the Disputed Details and the Purchaser Dispute Response (if any) in order to seek to reach agreement upon such adjustments (if any) to the draft Completion Balance Sheet and draft Post-Completion Statement as are acceptable to the Purchaser and the Seller in order to put such draft Completion Balance Sheet and draft Post-Completion Statement in final form.

2.5 If the Seller is satisfied with the draft Completion Balance Sheet and draft Post-Completion Statement, either as originally submitted or after making such adjustments as are agreed between the Purchaser and the Seller (or if the Seller does not notify the Purchaser of any Disputed Details within the said fifteen (15) calendar day period referred to in paragraph 2.3 above), the draft Completion Balance Sheet shall, and the amounts set out in the Post-Completion Statement shall comprise the amounts shown as (A) Cash and (B) Debt, and shall be final and binding on the Parties.

2.6 If the Purchaser and the Seller fail for any reason to resolve all matters in dispute either:

2.6.1 if the Purchaser chooses not to submit a Purchaser Dispute Response, within fifteen (15) calendar days of receipt by the Purchaser of the Disputed Details; or

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2.6.2 if the Purchaser chooses to submit a Purchaser Dispute Response, within fifteen (15) calendar days of receipt by the Seller of the Purchaser Dispute Response,

the matters in dispute shall be referred for resolution on the application of either the Purchaser or the Seller to an independent accountant being a partner in an independent firm of internationally recognised chartered or public accountants which the Parties will agree upon within ten (10) Business Days to act as the independent accountant or failing agreement on the identity of the independent accountant within such period, an independent accountant appointed on the application of either the Seller or the Purchaser by the President for the time being of the Institute of Chartered Accountants in England and Wales (the **"Expert Accountant"**). In giving his decision, the Expert Accountant shall state what adjustments (if any) are necessary to the draft Completion Balance Sheet and draft Post-Completion Statement in order for them to have been prepared in accordance with this Agreement. Such draft Completion Balance Sheet and draft Post-Completion Statement shall, subject to and following any such adjustments, comprise the Completion Balance Sheet and Post-Completion Statement for the purposes of this Agreement.

2.7 If there is a referral to an Expert Accountant, the following provisions shall apply:

2.7.1 the Purchaser (or the Purchaser's Accountants) and the Seller (or the Seller's Accountants) shall each prepare a written statement on the matters in dispute which, together with any relevant documents, shall be submitted to the Expert Accountant and to the other Party;

2.7.2 each of the Purchaser and the Seller may submit one set of written comments on the other Party's written statement to the Expert Accountant;

2.7.3 the Expert Accountant shall be entitled:

(A) to stipulate the time periods within which the Parties shall prepare and submit the written statement and written comments referred to in this paragraph 2.7 (such time periods to be at least fourteen (14) calendar days) and to disregard any written statement or comments not delivered to the Expert Accountant within the time periods so stipulated;

(B) to require the Purchaser and the Seller and their respective accountants to attend one or more meetings (provided that representatives of both the Seller and the Purchaser are invited to attend) and to raise enquiries of them about any matters which the Expert Accountant considers relevant;

(C) in the absence of agreement between the Purchaser and the Seller, to determine the procedure to be followed in undertaking the expert determination, insofar as the procedure is not set out herein; and

(D) to appoint advisers (including legal advisers) if required.

2.7.4 The Purchaser and the Seller shall use reasonable endeavours to procure that the Expert Accountant is given all such assistance and access to documents and other information as he may reasonably require in order to make his decision.

2.7.5 The Expert Accountant shall be requested to give his decision on matters in dispute arising out of the Disputed Details (and the Purchaser Dispute Response, if any), with written reasons for his decision, within sixty (60) calendar days of the date of his appointment or as soon thereafter as practicable. The resolution of the Expert Accountant shall be based upon and within the range of the amounts set forth in the written statements submitted to the Expert Accountant pursuant to paragraph 2.7.1. Save as expressly permitted by paragraph 2.7.3(B) above, no ex parte conferences, oral testimony, depositions, or other form of oral evidence gathering or hearings shall be conducted or allowed.

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2.7.6 The costs of the Purchaser's Accountants pursuant to the provisions of this Schedule 4 shall be borne by the Purchaser. The costs of the Seller's Accountants shall be borne by the Seller. Each of the Purchaser and the Seller shall bear its own legal costs in connection with the procedure before the Expert Accountant.

2.7.7 The costs of the Expert Accountant (including the cost for his appointment, his expenses and the costs of any advisers to the Expert Accountant) shall be borne by the Purchaser and the Seller in such proportions as the Expert Accountant shall determine provided that such determination shall be in the proportion that the aggregate amount of the relevant Party's claims submitted under this paragraph 2.7 are sustained or rejected by the Expert Accountant.

2.7.8 Save in the case of fraud or manifest error the decision by the Expert Accountant shall be final and binding on all concerned and shall be given by the Expert Accountant acting as an expert and not as an arbitrator. If any arbitration is brought by either the Seller or the Purchaser in order to enforce payment of any sum due (or any adjustment required) as a result of the Expert Accountant's determination or in respect of a dispute as to the correctness or validity of the Expert Accountant's determination, such arbitration shall be conducted in accordance with Clause 19 of this Agreement, except that there shall be only a single arbitrator appointed by the LCIA Court in accordance with the LCIA Rules and the hearing shall be held within two months of the appointment of the arbitrator or as soon thereafter as practicable. No joinder or consolidation shall be allowed with respect to such arbitration.

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Form of Completion Balance Sheet

See separate document.

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Schedule 5

COMPLETION OBLIGATIONS

Part 1

SELLER'S OBLIGATIONS

At Completion:

1. The Seller shall: (i) in respect of such of the Shares as are held electronically, transfer such Shares to the Share Escrow Account, and deliver to the Escrow Agent its duly executed delivery instruction forms transferring such Shares from the Share Escrow Account to the securities account designated by the Purchaser and/or the Purchaser's nominees in India: (ii) in respect of such of the Shares as are not held electronically, deliver to the Escrow Agent the share transfer form(s) duly executed by the Seller in favour of the Purchaser, together with definitive share certificate(s) showing the Seller as the registered holder, transferring such Shares to the Purchaser and/or the Purchaser's nominees in India; and (iii) in respect of all the Shares (whether or not held electronically), provide all instructions required to be given to the Escrow Agent (including, without limitation, any joint notifications and/or release instructions along with the Purchaser), all in accordance with terms of the Closing Escrow Agreement.

2. The Seller shall deliver or cause to be delivered to the Purchaser or the Purchaser's Solicitors:

2.1 a copy of a board resolution or extracts from the minutes of a meeting of the directors of the Seller (certified to be a true copy or extract by a director or company secretary of the Seller) (i) authorising the execution and performance of this Agreement and the Transaction Documents (to which it is a party) and (ii) approving the transfer of the Shares from the Seller to the Purchaser in accordance with this Agreement and approving the execution of the share transfer form(s) in respect of such of the Shares as are not held electronically;

2.2 any power of attorney or other authority under which this Agreement is executed on behalf of the Seller, if required;

2.3 to the extent not in the possession of a Group Company, where they have been issued, share certificates showing the name of the Company as registered holder in respect of all the shares in the Subsidiary or in the case of a subsidiary without share certificates, other evidence, in form reasonably acceptable to the Purchaser, demonstrating the ownership by the Company of all the interests in the Subsidiary;

2.4 a counterpart of the Tax Deed, duly executed by or on behalf of the Seller;

2.5 a copy of the Completion Disclosure Letter;

2.6 a copy of the Brand License Agreement, duly executed by the Seller and any of its Affiliates which are parties thereto;

2.7 a copy of the Senior Manager Escrow Agreement, duly executed by the Seller;

2.8 a copy of the Closing Escrow Agreement, duly executed by the Seller;

2.9 a copy of the R&D Facility Agreement, duly executed by the Seller;

2.10 to the extent not in the possession of a Group Company, such title deeds, leases, licences and other documents as may be in the possession of the Group Companies relating to each of the Real Properties;

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

2.11 unless otherwise notified ten (10) Business Days before Completion, the written resignations of the directors and secretary of the Company and the Subsidiary in the agreed form;

2.12 a copy of the Payoff Letter, duly executed by the Seller and the relevant banks and copies of the Release Confirmation Letters and Release Letters duly executed by the relevant Banks;

2.13 evidence to the reasonable satisfaction of the Purchaser that all security affecting any asset or shares of Group Companies relating to borrowings of any member of the Seller's Group has been or will be fully and unconditionally discharged;

2.14 evidence to the reasonable satisfaction of the Purchaser that the Restructuring Steps have been completed;

2.15 a copy of each amendment or consent obtained pursuant to Appendix 15 and Appendix 16;

2.16 evidence of termination of each of the Terminating RPTs;

2.17 to the extent not in the possession of a Group Company, the cheque books, certificates of incorporation, common seals and all statutory and minute books (which shall be written up to, but not including, the date of Completion) of each Group Company together with all unused share certificate forms;

2.18 a certificate signed by or on behalf of the Seller to the effect of paragraphs 2.1 through 2.3 (inclusive) of Schedule 2;

2.19 the Seller shall procure that the following matters are resolved and passed by a directors' resolution of the Company and each Subsidiary or transacted at a meeting of the directors of the Company and each Subsidiary:

2.19.1 in respect of the Company only, the directors of the Company shall authorise the transfer of such of the Shares as are not held electronically from the Seller to the Purchaser (subject to the share transfer form(s) being duly executed) and/or note the transfer of such of the Shares as are held electronically from the Seller to the Purchaser;

2.19.2 in respect of the Company only, subject to the stamping of the share transfer form(s) (if applicable) in respect of Shares as are not held electronically, the directors of the Company shall approve the entry of the Purchaser into the register of members of the Company as the holder of the Shares in respect of Shares as are not held electronically;

2.19.3 the directors of the Company and the Subsidiary shall accept or note the written resignations of the respective directors and the secretary of the Company and the Subsidiary referred to in paragraph 1.14 above;

2.19.4 all existing mandates for the operation of the bank accounts of the Company and each Subsidiary shall be revoked and new mandates issued giving authority to Persons nominated in writing by the Purchaser;

2.19.5 the accounting reference date of the Company and each Subsidiary shall be changed to a date as may be directed by the Purchaser; and

2.19.6 at the request of the Purchaser, the persons nominated by the Purchaser shall be appointed as directors and/or secretary of the Company and each Subsidiary, in each case subject to such Person having consented to act;

2.20 evidence that the 200,000 Preference Shares of INR 100 each held by the Seller in the Company have been redeemed for INR 200,000,000;

2.21 documents evidencing conversion of the Shares from certificated form to electronic form, as may be required, prior to Completion;

2.22 copies of the *** Real Estate Documents (other than the lease deed for *** which is in agreed form and such agreed version shall be duly identified on the Completion Date), duly executed by all parties other than the Group Companies; and

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2.23 copies of the Renewed Agreements, duly executed by all parties thereto.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Part 2

PURCHASER'S OBLIGATIONS

At Completion:

1. the Purchaser shall deliver, or shall cause to be delivered to the Seller or the Seller's Solicitors:

1.2 a copy of or extracts from the minutes of a meeting of the directors of the Purchaser authorising the Purchaser to enter into and perform its obligations under this Agreement and the Transaction Documents as certified by a director or the secretary of the Purchaser;

1.3 intentionally blank;

1.4 a counterpart of the Tax Deed, duly executed by or on behalf of the Purchaser;

1.5 a copy of the Senior Manager Escrow Agreement, duly executed by the Purchaser;

1.6 a copy of the Closing Escrow Agreement, duly executed by the Purchaser;

1.7 a copy of the Brand License Agreement, duly executed by Mylan Inc.;

1.8 a copy of the R&D Facility Agreement, duly executed by the Company; and

2. the Purchaser shall: (i) pay by electronic transfer to the Cash Escrow Account the aggregate of the Completion Payment, the aggregate of the Payoff Amounts, the Senior Manager Transaction Proceeds and the Regulatory Deposit Amount; and (ii) deliver all instructions required to be given to the Escrow Agent (including, without limitation, any joint notifications and/or release instructions along with the Seller), all in accordance with terms of the Escrow Agreement. in accordance with terms of the Closing Escrow Agreement.

Schedule 6

GUARANTEES AND INDEMNITIES

1.1 The Guarantor unconditionally and irrevocably guarantees to the Seller the punctual discharge by the Purchaser, which for purposes of this Schedule 6 shall be deemed to include any assignee of Purchaser of its obligations of whatever nature under this Agreement or other Transaction Documents (including its liabilities to pay damages, agreed or otherwise under this Agreement or other Transaction Documents (the "**Guaranteed Obligations**") and promises to pay on demand each sum (together with interest on such sum accrued both before and after the date of demand until the date of payment) which the Purchaser is liable to pay under this Agreement or other Transaction Documents.

1.2 Without prejudice to the rights of the Seller against the Purchaser, the Guarantor shall be a primary obligor and shall be deemed a principal debtor in respect of its obligations under this Agreement or other Transaction Documents and not a surety.

1.3 The Seller may make any number of demands of the Guarantor.

1.4 The Guarantor's obligations under this guarantee shall be in addition to any rights the Seller may have under any other agreement or security in relation to this Agreement or the Guaranteed Obligations. The Seller may enforce its rights against the Guarantor without first having recourse to any other such agreement or security or exercising any rights or remedies against the Purchaser.

1.5 The Guarantor's liability to the Seller shall not be discharged, impaired or affected by:

1.5.1 any legal limitation, disability or incapacity or other circumstances relating to the Purchaser or any change in the members or status of the Purchaser or any other person;

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

1.5.2 any variation of any of the terms of this Agreement or other Transaction Documents or of any of the Guaranteed Obligations;

1.5.3 any time, waiver or consent granted to or composition with the Purchaser or any other person; any defect in the obligations of the Seller or the Purchaser;

1.5.4 the bankruptcy, liquidation or dissolution of the Purchaser or the appointment of a receiver, administrative receiver or administrator of the Purchaser's assets or any other insolvency proceeding relating to the Purchaser or any change of control of the Purchaser or any other matter affecting the obligation of the Purchaser to perform any Guaranteed Obligation;

1.5.5 any unenforceability, illegality or invalidity of any obligation of any person (other than the Seller) under this Agreement or other Transaction Documents; or

1.5.6 any other matter which, but for this paragraph, would reduce, vitiate or affect the obligations of the Guarantor in respect of the Guaranteed Obligations.

1.6 The Guarantor undertakes to fully and effectively indemnify on an after-Tax basis, keep indemnified and hold harmless the Seller from and against all Actions and all Costs which the Seller or any member of the Seller's Group may suffer or incur or which may be brought against the Seller or any member of the Seller's Group in any jurisdiction arising, directly or indirectly out of, in respect of or in connection with any default by the Purchaser in performing any Guaranteed Obligation or by the Guarantor in performing its obligations under this Guarantee.

1.7 Until all of the Guaranteed Obligations have been unconditionally and irrevocably discharged, the Guarantor agrees that:

1.7.1 it will not make demand for the payment of any sum from the Purchaser connected with or in relation to the sum demanded by the Seller or claim any set-off or counterclaim against the Purchaser;

1.7.2 if the Purchaser is bankrupt, insolvent or in liquidation, the Guarantor will not prove in any such bankruptcy, insolvency or liquidation in competition with the Seller; and

1.7.3 any security taken by the Guarantor from the Purchaser in consideration of this guarantee and any money received by the Guarantor by proving in the bankruptcy, insolvency or liquidation of the Purchaser, shall be held in trust absolutely for the Seller, in respect of the obligations of the Guarantor under this Schedule 6.

1.8 The Guarantor agrees that:

1.8.1 if any payment received by the Seller from the Purchaser in relation to the Guaranteed Obligations is avoided or set aside on the subsequent bankruptcy, insolvency or liquidation of the Purchaser any amount received by the Seller and subsequently repaid, shall not discharge or diminish the liability of the Guarantor for the Guaranteed Obligations and this Schedule 6 shall apply as if such payment had at all times remained owing by the Purchaser; and

1.8.2 after a demand has been made by the Seller under this Schedule 6 and until the amount demanded has been paid in full, the Seller may take such action as they think fit against the Purchaser to recover all sums due and payable to it under this Agreement or other Transaction Documents, without affecting the obligations of the Guarantor under this Schedule 6.

1.9 The Guarantor shall pay the reasonable charges (including legal and other costs on a full indemnity basis) incurred by the Seller in relation to the enforcement by the Seller of the obligations of the Guarantor in this Schedule 6.

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Schedule 7

POST COMPLETION OBLIGATIONS

Part 1

POST COMPLETION OBLIGATIONS OF THE PURCHASER

1. *******
2. ***
3. ***
4. ***
5. ***

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

POST COMPLETION OBLIGATIONS OF THE SELLER

1. The Seller undertakes that, after Completion, it shall ******* to obtain as soon as reasonably practicable after Completion a full release of the Group Companies (as applicable) from any guarantee or indemnity given for the benefit of the Promoters or any member of the Seller's Group where such release has not already been procured at Completion. Without limiting the foregoing, the Seller shall procure the release of all the security provided by, or on behalf of, the Group Companies in connection with the ******* of ******* obtained by the Seller from ******* no later than *******from Completion. The Seller undertakes that prior to obtaining any such release, it shall indemnify and hold harmless the Group Companies and the Purchaser from any and all costs, claims and liabilities arising under any guarantee or indemnity given by such Person for the benefit of the Promoters or the Seller's Group. The Seller agrees that the Group Companies shall be able to enforce this provision against the Seller for the purposes of Clause 16.9.

2. If at any time *** of Completion, the Purchaser discovers that any member of the Group transferred any asset or right to the Seller's Group prior to Completion, in connection with the restructuring of the Agila Business, which relates to the Agila Business or the business conducted by the Agila Group as at Completion, the Seller shall, on reasonable request in writing from the Purchaser, use all reasonable endeavours to retransfer any such asset or right to the Group for US$1, provided that the Seller shall on demand indemnify and hold harmless the Group Companies and the Purchaser on an after-Tax basis from and against any and all costs (including professional advisers' fees), claims, losses and liabilities (whether in respect of Tax or otherwise) arising in connection with such retransfer.

3. If at any time *** of Completion, the Purchaser, discovers that any contract or agreement, other than a Transferring Contract, which relates to the Agila Business or the business conducted by the Agila Group as at Completion has not been transferred, assigned or novated to a Group Company, the Seller shall, on reasonable request in writing from the Purchaser, use its best endeavours to effect the transfer, assignment or novation of that contract or agreement to the relevant Group Company specified by the Purchaser in such written request. From the date of such written request until the date on which such transfer, assignment or novation has been effected, the Seller shall hold the benefit of that contract or agreement on trust for the Purchaser and shall account for and pay or deliver to the Purchaser any monies, goods or other rights or benefits received by the Seller and/or any members of the Seller's Group in relation thereto as soon as practicable after such receipt.

4. The Seller undertakes that it shall execute, and/or procure the execution of, the *** Existing Lease Termination Documents, the *** New Lease Documents, the Bilekahalli Easement Document and the R&D Facility Agreement by all parties other than the Company, and render *** to the Purchaser to duly register such documents with the relevant property registries (if required by Applicable Law), all such actions to be completed within *** of Completion.

5. The Seller undertakes to execute termination agreements in respect of the lease deeds entered into with respect to the Seller Leases.

6. The Seller undertakes that it shall extend all reasonable endeavours to assist as may be reasonably required for shifting the registered offices of the Group Companies from ***.

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Part 3

TRANSFERRING CONTRACTS

1. **CONTRACTS**

Save as provided in paragraphs 2 to 6 (inclusive) herein and subject to and with effect from the Completion Date, the Purchaser shall assume responsibility as from the Completion Date for the due performance of all obligations under the Transferring Contracts and all liabilities arising or falling due for performance after the Completion Date under the Transferring Contracts (other than those unrelated to the Agila Business).

2. **ASSIGNMENT**

This Agreement constitutes, subject to and with effect from the Completion Date, an assignment by the Seller to the Purchaser of the Transferring Contracts if and to the extent the benefit of each such Transferring Contract can be assigned by the Seller or any member of the Seller's Group (as applicable) to the Purchaser or the Group without Third Party Consent or in respect of which any required Third Party Consent has been obtained by the Seller before Completion.

3. **CO-OPERATION**

3.1 Insofar as the Transferring Contracts comprise the benefit and burden of contracts which cannot be effectively assigned except by novation or with Third Party Consent:

3.1.1 this Agreement shall not constitute or operate or be construed as an assignment or attempted assignment of the relevant Transferring Contract where such conduct would constitute a breach of such Transferring Contract;

3.1.2 any fee, charge, cost

or financial penalty levied by a third party pursuant to the terms of such Transferring Contract in respect of the granting of any Third Party Consent or the termination of any Transferring Contract shall be exclusively borne by the Seller without any right of indemnification against the Purchaser; and

3.1.3 the Seller and the Purchaser shall co-operate and do anything which may *** Transferring Contracts are novated or the necessary Third Party Consent or other agreement is obtained, in each case on terms reasonably satisfactory to the Purchaser as soon as possible after Completion.

4. **EXCLUSION OF CONTRACTS**

4.1 The Seller shall ***, to novate the Transferring Contracts or to obtain all necessary Third Party Consents on or before the Completion Date. The Purchaser shall not be obliged to enter into any agreement in relation to a Third Party Consent which would make the rights or obligations of the Purchaser in respect of the relevant Transferring Contract materially less favourable or more onerous in any respect than the rights or obligations of the relevant Group Company or Seller Group Company in relation thereto.

4.2 If any Transferring Contract cannot be assigned or novated to the Purchaser without a Third Party Consent and such Third Party Consent has not been obtained by the Completion Date, the Seller and the Purchaser shall *** to obtain such Third Party Consent as soon as practicable after Completion.

4.3 If any requisite novation or Third Party Consent is refused or not obtained on or before the date being *** after Completion (or such longer period as may be agreed by the Seller and the Purchaser in writing) in respect of any Transferring Contract, the relevant Transferring

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Contract(s) shall be deemed to have been excluded from the sale and purchase under this Agreement and the Purchaser and its Affiliates and the Group Companies shall immediately cease to have any further liability whatsoever in respect of such excluded Transferring Contract(s). Upon such deemed exclusion of the relevant Transferring Contract(s), the Seller may take any and all steps necessary either to terminate or to effect the continued discharge of all or any such contracts.

4.4 If such Transferring Contract(s) are deemed excluded, the parties shall meet and discuss in good faith appropriate remedies, which may include a purchase price refund due from the Seller to the Purchaser for such excluded contracts.

5. **THE SELLER AS TRUSTEE**

5.1 After the Completion Date and until receipt of any requisite novation or Third Party Consent in respect of a relevant Transferring Contract:

5.1.1 the Seller shall, and shall procure that any member of the Seller's Group shall (as applicable), hold the benefit of that Transferring Contract on trust for the Purchaser and shall account for and pay or deliver to the Purchaser any monies, goods or other rights or benefits received by the Seller and/or any members of the Seller's Group in relation thereto as soon as practicable after such receipt and the Purchaser shall be entitled to the use and enjoyment of such Transferring Contracts to the extent the Seller (or any member(s) of the Seller's Group) is not constrained by operation of Applicable Law from paying or delivering such monies, goods or other rights or benefits to the Purchaser; and

5.1.2 the Purchaser shall (if sub-contracting or agency is permissible under the relevant Transferring Contract) as the Seller's sub-contractor or agent perform on behalf of the Seller or any member of the Seller's Group (but at the Purchaser's expense) all the obligations of the Seller or any member of the Seller's Group arising after the Completion Date,

but provided that if, in the circumstances described in paragraph 4 above, any Contract does not permit sub-contracting or agency, the Parties shall make such other arrangements between themselves as may be permissible to implement so far as possible the effective transfer of the benefit and burden of such Transferring Contract to the Purchaser.

6. **PURCHASER INDEMNITY AGAINST SELLER'S GROUP LOSSES**

The Purchaser shall (on an after-Tax basis) indemnify and keep indemnified the Seller and any member of the Seller's Group against all losses (including, but not limited to, liabilities, costs, charges, expenses, claims, demands and damages (whether directly or indirectly arising) and including consequential loss) which may be suffered or incurred by the Seller and/or any member of the Seller's Group as a result of any act, neglect, default or omission on the part of the Purchaser to perform or comply with any obligation of the Purchaser under this Schedule 7 relating to the Transferring Contracts arising on or after the Completion Date.

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Schedule 8

SELLER AND PROMOTER WARRANTIES

Part 1

GENERAL WARRANTIES

1. **TITLE**

1.1 **Entire issued share capital**

The Shares constitute the entire issued share capital of the Company.

1.2 **Title to Shares**

The Seller is the legal and beneficial owner of, and will at Completion be entitled to transfer the legal and beneficial title to, the Shares, free and clear from any Encumbrances.

1.3 **Share capital of the Subsidiary**

The share capital of the Subsidiary is legally and beneficially owned as shown in Part 2 of Schedule 1, free from any Encumbrances.

1.4 **Issued shares**

All the issued shares of each Group Company are fully paid up and no Group Company has exercised or purported to exercise or has a claim on or any lien over any of their shares. There are no obligations of the Seller whatsoever to pay in any additional capital or to provide any other contribution such as a contribution in kind.

1.5 **Rights of third parties**

No Person has the right to call for the issue of any share or loan capital of any Group Company by reason of any conversion rights or under any option or other agreement.

2. **SELLER AND GROUP COMPANY CAPACITY**

2.1 **Incorporation**

The Seller and each Group Company is duly incorporated, duly organised and validly existing under the laws of its jurisdiction and has full power and authority to own, lease and operate its properties and assets and to conduct its business as conducted at the date of this Agreement.

2.2 **Corporate power and authority**

2.2.1 The Seller has the necessary corporate power, authority and capacity to enter into and perform this Agreement and the other Transaction Documents to which it is a party and the provisions of this Agreement and such Transaction Documents, shall constitute legal, valid and binding obligations on the Seller and are enforceable against the Seller, in accordance with their respective terms.

2.2.2 The Seller and each Group Company is duly qualified or registered (or local legal equivalent, if any) and is permitted to carry on business in the jurisdictions in which the ownership of its properties in connection with the Agila Business or the conduct of the Agila Business requires such qualification or registration.

2.3 **Due authorisation, execution and delivery**

The Seller has duly authorised, executed and delivered this Agreement and the other Transaction Documents to which it is a party and no other corporate actions of the Seller are required for the Agreement to be binding and enforceable in accordance with its terms.

2.4 **No breach**

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The execution and delivery by the Seller of, and the performance by the Seller of its obligations under, this Agreement and the Transaction Documents to which it is party will neither:

2.4.1 result in a breach of any provision of its or any of the Group Company's memorandum or articles of association or any of its or any of the Group Company's other constitutional documentation; nor

2.4.2 violate, conflict with or result in a breach of any Applicable Law or loss of rights under any material Governmental Authorisations which are material to the Agila Business or to which it or any Group Company is subject or by which any of their respective property or assets is bound or affected; nor

2.4.3 result in a material breach of, or constitute a material default under, any instrument (including without limitation any agreement) to which it or any Group Company is a party or by which it or any Group Company is bound.

2.5 **Consents**

All material consents, permissions, authorisations, approvals and agreements of third parties and all material authorisations, registrations, declarations, filings, approvals and clearances with any Governmental Authority having jurisdiction over the Seller which are necessary (i) for the Seller to obtain in order to enter into and perform this Agreement, and any Transaction Document to which it is party, (ii) for the consummation of the Restructuring and (iii) for the consummation of the transactions contemplated by the JV Interest Purchase Agreements, in each case, have been unconditionally obtained in writing and have been disclosed in writing to the Purchaser.

2.6 **Proceedings**

There are no:

2.6.1 outstanding judgments, orders, injunctions or decrees of any governmental or regulatory body or arbitration tribunal against or affecting the Seller;

2.6.2 litigation, arbitration, prosecution or other legal Proceedings, claims or actions (whether criminal or civil) in progress, outstanding, pending or, so far as the Seller is aware, threatened against or affecting the Seller; and

2.6.3 investigations by any governmental or regulatory body which are pending or, so far as the Seller is aware, threatened against the Seller,

and which, in each case, has or could have a material adverse effect on the ability of the Seller to perform its obligations under this Agreement or any Transaction Document to which it is a party.

2.7 **Solvency**

2.7.1 No order has been made or notice provided and, so far as the Seller is aware, no petition presented or meeting convened for the winding up of the Seller or any Group Company, nor, so far as the Seller is aware, any other action taken in relation to the appointment of an administrator, liquidator, receiver, administrative receiver, compulsory manager or any provisional liquidator (or equivalent in any other jurisdiction) (or other process whereby the business is terminated and the assets of the company concerned are distributed amongst the creditors and/or shareholders or other contributors), and, so far as the Seller is aware, there are no Proceedings under any applicable insolvency, reorganisation or similar laws in any relevant jurisdiction.

2.7.2 No Group Company is insolvent and no Group Company is unable to pay or has stopped paying its debts as they fall due, nor has aggregate Liabilities which exceed the aggregate value of its assets.

3. **PROMOTER CAPACITY**

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3.1 **Power and Authority**

Each Promoter has the necessary authority and capacity to enter into and perform this Agreement and the other Transaction Documents to which it is a party and the provisions of this Agreement and such other Transaction Documents, shall constitute legal, valid and binding obligations on each Promoter and are enforceable against each Promoter, in accordance with their respective terms.

3.2 **Due authorisation, execution and delivery**

Each Promoter has duly authorised, executed and delivered this Agreement and the other Transaction Documents to which such Promoter is a party.

3.3 **No breach**

The execution and delivery by each Promoter of, and the performance by each Promoter of its obligations under, this Agreement and the other Transaction Documents to which it is party will neither:

3.3.1 result in a breach of any Applicable Law; nor

3.3.2 result in a material breach of, or constitute a material default under, any instrument to which it is a party.

4. **ACCOUNTS**

4.1 **General**

4.1.1 The Draft Limited Review Accounts have been prepared in accordance with the accounting policies stated in them and have been properly prepared and are accurate in all material respects and not misleading.

4.1.2 The Final Limited Review Accounts will be prepared in accordance with the accounting policies stated in them and will be properly prepared and will be accurate in all material respects and not misleading.

4.1.3 The Historical Limited Review Accounts have been prepared in accordance with the accounting policies stated in them and have been properly prepared and are accurate in all material respects and not misleading.

4.1.4 The Draft Individual Accounts have been prepared in accordance with the accounting policies stated in them and have been properly prepared and are accurate in all material respects and not misleading.

4.1.5 The Final Individual Accounts will:

(A) be prepared in accordance with the accounting policies stated in them; and

(B) show a true and fair view of the state of affairs of the relevant Group Company as at the date of the relevant Final Individual Accounts and of its profit or loss for the accounting reference period ended on that date.

4.2 **Position since Accounts Date**

Since the Accounts Date:

4.2.1 apart from the dividends provided for or disclosed in the Accounts, no dividend or other distribution has been declared, paid or made by any Group Company to a party other than a Group Company;

4.2.2 the business of all Group Companies has been carried on in the Ordinary Course of Business and so as to maintain them as a going concern;

4.2.3 no Group Company has acquired or disposed of or agreed to acquire or dispose of any business or any material asset other than trading stock in the Ordinary Course of Business; and

4.2.4 there has not occurred any Material Adverse Effect.

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4.3 **No Undisclosed Liabilities**

No Group Company has incurred or assumed any material Liabilities except for Liabilities: (i) reflected or reserved against in the Draft Limited Review Accounts or which will be reflected or reserved in the Final Limited Review Accounts; or (ii) incurred in the Ordinary Course of Business, since the Accounts Date.

No Group Company, which has prepared Draft Individual Accounts, has incurred or assumed any material Liabilities except for Liabilities: (i) reflected or reserved against in the Draft Individual Accounts or which will be reflected or reserved in the Final Individual Accounts; or (ii) incurred in the Ordinary Course of Business, since the Accounts Date.

4.4 **Bank Accounts**

4.4.1 Appendix 19 lists each bank account maintained by or for the benefit of the Company or its Subsidiary at any bank or other financial institution.

4.4.2 All existing accounts receivable of the Company and its Subsidiary represents valid obligations of customers of the Company or its Subsidiary arising from bona fide transactions entered into in the Ordinary Course of Business other than for doubtful accounts receivable for which the Company has made reserves in the Limited Review Accounts. Appendix 20 provides an accurate and complete breakdown and aging of all accounts receivable, notes receivable and other receivables of the Company as of 30 September 2012. Prior to Completion, the Seller shall update Appendix 20 to include an accurate and complete breakdown and aging of all accounts receivable, notes receivable and other receivables of the Subsidiary as of 30 September 2012.

4.5 **Inventory**

4.5.1 The inventories of the Group Companies as referenced in the Draft Individual Accounts and the Draft Limited Review Accounts with respect to the Agila Business are of a saleable quality and condition and usable (taking into account shelf life) in the Ordinary Course of Business for their intended purposes other than for doubtful inventories for which the relevant Group Company has made reserves in the Draft Individual Accounts and the Draft Limited Review Accounts. All inventories, raw materials and work-in-process have been manufactured and stored in compliance with, and meet, all applicable product specifications and the requirements of the applicable Product Registrations.

4.5.2 Since 31 December 2010, the Seller has not, and the Group Companies as referred in the Draft Individual Accounts and the Draft Limited Review Accounts have not, with respect to the Agila Business: (i) made any change in the selling, distribution, advertising, terms of sale or collection practices from those planned or budgeted that is materially inconsistent with past practices in the Ordinary Course of Business and would be material to the Agila Business, (ii) entered into any material business practices, programs or long-term allowances not previously used in the Ordinary Course of Business or (iii) engaged in the practice of "channel stuffing" or any program, activity or other action (including any rebate, discount, chargeback, refund policy or practice), in the case of this clause (iii), that would reasonably be expected to result, directly or indirectly, in a trade buy-in that is significantly in excess of normal customer purchasing patterns consistent with past practice of the Agila Business during the twelve (12) month period prior to the date of this Agreement.

5. **ASSETS**

5.1 The assets included in the Draft Limited Review Accounts and the Draft Individual Accounts or acquired by any Group Company since the Accounts Date in the Ordinary Course of Business (other than assets disposed of since that date) which are of material significance to the business of the Group are the property of a Group Company free from any material Encumbrance and such Group Company has full legal and beneficial ownership of and title to such assets.

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5.2 The assets described in paragraph 5.1 constitute all of the assets (excluding the Real Properties) that are currently necessary to operate and conduct the Agila Business on a going concern basis.

5.3 The tangible assets described in paragraph 5.1 are in good operating condition and repair, ordinary wear and tear excepted and are suitable for the purposes for which they are being used for the purposes of the Agila Business and have been maintained in accordance with normal industry practices where they are located.

5.4 No Group Company has, within the period of 24 months prior to the date of this Agreement, acquired any asset from any third party or any other Group Company on terms which were not at arm's length.

5.5 No Group Company is owed any money from a third party or any other Group Company other than debts incurred in the Ordinary Course of Business.

6. BORROWINGS, GRANTS AND LOANS TO DIRECTORS

6.1 Borrowings

6.1.1 No Group Company has outstanding any obligation for the payment or repayment of money, whether present or future, actual or contingent, in respect of:

(A) monies borrowed;

(B) any recourse to a company selling or discounting receivables in respect of receivables sold or discounted;

(C) moneys raised under any bond, loan note or similar instrument;

(D) hire purchase agreements; or

(E) any guarantee provided to a third party (which is not a Group Company) in respect of any obligation for the payment or repayment of money described in paragraphs (A) to (D) above.

any such obligation being referred to below as a "**Borrowing**".

6.1.2 No Borrowing of any Group Company is payable before its normal or originally stated maturity and no demand or other notice requiring the payment or repayment of money before its normal or originally stated maturity has been received by any Group Company.

6.1.3 No event or circumstance has occurred such as to entitle any Person (which entitlement is subsisting at the date of this Agreement) to require the payment or repayment of any Borrowing from a Group Company before its normal or originally stated maturity or which is or shall be such as to terminate, cancel or render incapable of exercise any entitlement to draw money or otherwise exercise the rights of any Group Company under an agreement relating to Borrowing.

6.1.4 Any outstanding amount in respect of any Specified Transactions will be paid off within a period of 60 (sixty) days from the date hereof.

6.2 Grants and subsidies

So far as the Seller is aware, no Group Company has done or agreed to do anything as a result of which:

6.2.3 any investment grant or other grant or any subsidy received by any Group Company is or may be liable to be refunded; or

6.2.4 any application made by any Group Company for such a grant or subsidy shall or may be refused; and

6.2.5 neither the signature nor the performance of the Agreement shall have any such result.

6.3 Loans to directors and connected persons

There is not outstanding:

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

6.3.3 any loan made by any Group Company to, or debt owing to any Group Company by, any director of any Group Company or any Person connected with any of them; or

6.3.4 other than employment agreements, any agreement or arrangement to which any Group Company is a party and in which any director of any Group Company or any Person connected with any of them has a material interest.

7. REAL ESTATE

7.1 Interests

The Owned Real Properties comprise all the land and buildings owned by the Group or used or occupied by the Group or in which any Group Company has any other interest, right or liability.

7.2 Owned Real Property

In the case of each of the Owned Real Property:

7.2.1 the information contained in Schedule 11 as to tenure and the principal terms of the interests held by the Group Company is true and accurate in all respects;

7.2.2 there are no mortgages, charges, legal or equitable, specific or floating or debentures, rent charges, liabilities to maintain roadways, liens (whether for costs or to an unpaid seller or otherwise), annuities or trusts (whether for securing money or otherwise) affecting such Owned Real Property or the proceeds of its sale;

7.2.3 there are no agreements for sale or lease, estate contracts, options, rights of pre-emption or similar matters affecting it, the provisions of which remain to be observed or performed;

7.2.4 no Group Company by its use or occupation of such Owned Real Property contravenes any requirement or restriction having the force of law and each Group Company has, so far as the Seller is aware, complied with all covenants, conditions, restrictions, limitations and other matters binding on it, none of which is of an unusual or onerous nature or prejudicially affects the Group's use, occupation or powers of disposal or development of such Owned Real Property or materially adversely affects its value;

7.2.5 the relevant Group Company is in actual occupation of those parts of it as are not the subject of the tenancies on an exclusive basis (all such tenancies being described in Schedule 11) and, except by virtue of such tenancies, no Person other than the relevant Group Company has any right (actual or contingent) to possession, occupation or use of or interest in it;

7.2.6 no action, claim, Proceeding, demand, dispute, complaint or liability (contingent or otherwise) in respect of any of the Owned Real Property is outstanding or, so far as the Seller is aware, anticipated;

7.2.7 no development at any of the Owned Real Property has been carried out in breach of Planning Law or applicable construction laws;

7.2.8 the relevant Group Company has good title to the Owned Real Property, free and clear of all Encumbrances other than Permitted Encumbrances; and

7.2.9 the Improvements are in reasonably good condition and repair in all material respects and sufficient for the current operation of the business conducted therein, subject to reasonable wear and tear. There are no facts or conditions affecting any of the Improvements which would interfere in any material respect with the use or occupancy of the Improvements or any portion thereof in the operation in the normal course of business.

7.3 Leasehold Real Properties

In relation to each of the Leased Real Properties:

7.3.1 each such Leased Real Property is held under the terms of the lease which is summarised in Schedule 11, is on an arms-length basis, and no licences or collateral assurances, undertakings or concessions or variation or waiver of terms have been made by any party to the lease;

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7.3.2 the Group Company that is identified in Schedule 11 as being the lessee of any parcel of Leased Real Property has a valid and enforceable leasehold interest under the lease for such Leased Real Property, free and clear of all Encumbrances other than Permitted Encumbrances, and has not assigned its interest in such lease or sublet any portion of the Leased Real Property to a third party;

7.3.3 true, correct and complete copies of the leases (in all material respects) for the Leased Real Property have been delivered to Purchaser prior to the date hereof and such have not been amended or modified following such delivery;

7.3.4 the relevant Group Company has paid the rent and all other sums payable under the lease on the due dates for payment and the last demand for rent was unqualified and each lease is valid and in full force;

7.3.5 no notices have been served by the landlord in respect of the forfeiture of any lease terminating or in respect of any breach or default by the lessee under each lease; and

7.3.6 other than as set forth in Appendix 1 and other than Third Party Consents required to charge the Real Properties, no Third Party Consents are required under the leases for the Leased Real Property in connection with the consummation of the transactions contemplated herein.

7.4 **Tenancies**

In relation to each of the Owned Real Properties which is subject to any lease, underlease, tenancy, licence or other agreement or arrangement giving rise to rights of occupation and enjoyment ("**tenancy**") each tenancy is summarised in Schedule 11, and contains no unusual or onerous provisions.

7.5 **Other involvement in relation to property**

So far as the Seller is aware, no Group Company has at any time during the last two years:

7.5.1 had vested in it (whether as an original tenant or undertenant or as an assignee, transferee or otherwise) any freehold or leasehold property other than the Owned Real Property and Leased Real Property; and

7.5.2 given any covenant or entered into any agreement, deed or other document (whether as a tenant or undertenant or as an assignee, transferee, guarantor or otherwise) in respect of any freehold or leasehold property in respect of which any actual, contingent or potential liability remains with any Group Company.

8. **ENVIRONMENTAL AND HEALTH AND SAFETY**

8.1 Each Group Company complies, and has *** complied, with all applicable Environmental Laws in all material respects.

8.2 Each Group Company has obtained all Environmental Licences (all of which are valid and subsisting) and complies in all material respects with the terms and conditions of all its Environmental Licences. No Group Company has received any written notice from any Regulatory Authority threatening a suspension, revocation, modification or cancellation of any such Environmental License and ***, no event or has occurred or circumstance exists that could reasonably be expected to give rise to the issuance of any such notice or the taking of any such action.

8.3 There are no unresolved, pending or, ***, threatened Environmental Proceedings involving the Seller (with respect to the Agila Business) or any Group Company.

8.4 ***, there is no contamination of the Environment at any of the Real Properties or at any properties adjacent to the Real Properties that is reasonably likely to subject any Group Company to any material liability or require any material expenditure for investigation, monitoring, remediation, or corrective action under any Environmental Law and neither Seller nor any Group Company has received a written notice from any Regulatory Authority regarding the potential existence of such contamination or requiring Seller or any Group Company to conduct an evaluation with respect to the potential presence of such contamination (excluding

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any such notices or requirements that have been fully resolved with no further exposure, liability or obligation on the part of Seller or any Group Company).

8.5 None of the Real Properties nor, so far as Seller is aware, any property, facility or location utilized by any Group Company for the treatment, storage or disposal of Dangerous Substances generated at any of the Real Properties or with respect to the operation of the Agila Business is listed on any federal, state or local compilation of contaminated sites or is undergoing or, so far as Seller is aware is, proposed or required to undergo investigation, remediation, monitoring or corrective actions with respect to Dangerous Substances.

8.6 During the past ***, no environmental reports, investigations or audits relating to environmental or occupational safety and health matters with respect to the Agila Business were obtained from, requested by, or conducted by or on behalf of the Seller (with respect to the Agila Business) or any Group Company at the request of any Regulatory Authority.

8.7 None of the Group Companies nor the Seller (with respect to the Agila Business) is currently subject to any outstanding order, decree or judgment pursuant to Environmental Law.

8.8 In connection with the sale of any real property or business ***, none of the Group Companies has entered into any agreement pursuant to which it has retained liabilities arising pursuant to Environmental Law, or agreed to indemnify the purchaser of the property or business with respect to such liabilities, excluding agreements relating to such liabilities that have expired by the terms of such agreements.

9. **INTELLECTUAL PROPERTY**

9.1 **Title**

9.1.2 Accurate details of all Agila IP registrations and applications ("**Registered Agila IP**"), are set out in Appendix 6 and all such rights are owned legally and beneficially by the member of the Group identified in Appendix 6 as the proprietor.

9.1.3 All rights to Agila IP are exclusively, legally and beneficially owned by one or more members of the Group, and the sole registered proprietor (where relevant) of all Intellectual Property registrations and applications is as set out in Appendix 6.

9.1.4 None of the Agila IP is subject to any Encumbrance.

9.1.5 The Group owns or has a valid right to use in accordance with the terms of any licence, all material Intellectual Property (excluding any rights in software and computer programs, (whether in source code, object code or other form), algorithms, databases, compilations and data, and supporting technology)necessary to continue the Agila Business in the manner currently carried on.

9.1.6 Other than as disclosed in the Disclosure Letter, all fees owed by the Seller or its Affiliates in the applicable national or jurisdictional offices to maintain rights to the Registered Agila IP in such offices have been paid up to and including Completion, and there are no actions that must be taken within 4 months of Completion, including the payment of fees or the filing of documents, for the purposes of obtaining, maintaining, perfecting, or renewing any rights in such Registered Agila IP.

9.1.7 No current or former Affiliate of the Seller (except the Group), partner, director, stockholder, officer, or employee of the Seller or its Affiliate (except the Group) will, after Completion, own or retain any proprietary rights in any of the Agila IP owned, used, or held for use (including for defensive purposes) by the Seller in the conduct of the Agila Business.

9.1.8 The ownership rights of the Seller in respect of and in and to the Registered Agila IP are subsisting on the respective applicable registries as at the date of this Agreement.

9.1.9 So far as the Seller is aware and other than as disclosed in the Disclosure Letter no legal Proceeding has commenced, nor judgment been delivered nor contract entered into, that prohibits or restricts the Seller from transferring or assigning any of the Agila IP to the Purchaser.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

9.2 **Product Registrations**

The information in Appendix 4 was true and accurate in respects of the Product Registrations held by the Agila Business as at 31 December 2012.

9.3 **Licences**

9.3.1 Details of all material written licences and agreements of rights in Intellectual Property (excluding any rights in software and computer programs (whether in source code, object code or other form) algorithms, databases, compilations and data and supporting technology) granted to or by a member of the Group are set out in the Data Room.

9.3.2 No member of the Group has within the 24 months prior to the date of this Agreement received or issued a written notice in respect of any material breach or termination in respect of any of the licences, agreements or arrangements disclosed pursuant to paragraph 9.3.1.

9.4 **Infringement**

9.4.1 There have been no claims asserted or threatened in respect of infringement a third party's Intellectual Property Rights in the past three years against the Seller or, so far as the Seller is aware, any other Person other than as disclosed in the Disclosure Letter.

9.4.2 So far as the Seller is aware, no Person is infringing, misappropriating or otherwise violating any Intellectual Property (excluding any rights in software and computer programs (whether in source code, object code or other form) algorithms, databases, compilations, and data and supporting technology) owned, used or held for use by any member of the Group which is material to the Agila Business, and no such claim has been asserted or threatened against any Person by the Seller or, so far as the Seller is aware, by any other Person *** prior to the date of this Agreement.

9.5 **Confidential information**

9.5.1 So far as the Seller is aware, except in the Ordinary Course of Business, in dealings with a regulatory authority or under an obligation of confidence, no material confidential information or Know-how relating to the Agila Business has been disclosed, or permitted, undertaken or arranged to be disclosed to any Person.

9.5.2 So far as the Seller is aware, nothing done or omitted to be done by any of the members of the Group or the Seller's Group with respect to any Group Company and/or the Agila Business has breached, or is breaching, any right of any third party to confidence.

10. **DATA PROTECTION**

Each Group Company has complied in all material respects with all applicable Data Protection Laws. No claims have been asserted or, so far as the Seller is aware, threatened against any Group Company alleging a violation of any Person's privacy or personal information or data rights and, so far as the Seller is aware, nothing has been done or omitted to be done and no circumstances exist which could give rise to any Proceeding, action or claim in connection with the applicable Data Protection Laws.

11. **INFORMATION TECHNOLOGY**

11.1 Identification and Rights

11.1.1 Complete and accurate details (in all material respects) of all Information Technology Systems are contained in the Data Room.

11.1.2 All Information Technology Systems and Software are:

(A) legally and beneficially owned by the Group or in relation to Software is owned by or licensed to the Group;

(B) in the sole and exclusive possession and control of the Group; and

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(C) free from any charge, mortgage or Encumbrance, and are not the subject of any agreement for lease, hire, hire purchase, sale on deferred terms or any other similar arrangement.

11.1.3 The source code and relevant data sets for all Software, other than Shrinkwrap Software, is either held by the Group or in escrow on behalf of the Group. The source code includes all documents and other materials necessary to allow a reasonably skilled programmer to make modifications to or enhancements of the Software.

11.1.4 Each Group Company holds all the rights necessary to use the Information Technology Systems in the manner in which they are used by that Group Company.

11.2 **Information Technology Agreements**

11.2.1 Complete and accurate details (in all material respects) of all material subsisting agreements relating to the Information Technology Systems, including all material insurance policies, licence, lease, development, maintenance, support, escrow, security, disaster recovery, website hosting, outsourcing, facilities management, utilisation, bureau, on line services and service agreements (the "**Information Technology Agreements**") are contained in the Data Room.

11.2.2 Neither the Seller nor, so far as the Seller is aware, any other party to an Information Technology Agreement is in material breach of such Information Technology Agreement and each Information Technology Agreement is valid, subsisting and legally enforceable against the parties to it.

11.3 **Software**

The Seller has taken reasonable steps at all times to ensure that all Software and data residing on its computer networks or licensed or otherwise distributed to customers is free of viruses and other disruptive technological means. The Software created by the Seller or any of its Affiliates does not contain any computer code or, so far as the Seller is aware, other mechanism of any kind designed to disrupt, disable or harm in any manner the operation of any Software or hardware or other business processes or to misuse, gain unauthorized access to or misappropriate any business or personal information, including worms, bombs, backdoors, clocks, timers, or other disabling device code, or designs or routines that cause the Software or information to be erased, inoperable, or otherwise incapable of being used, either automatically or with passage of time or upon command.

11.4 **Functionality**

The Information Technology Systems:

11.4.1 are materially in satisfactory working order and fit for the purpose intended for the Agila Business;

11.4.2 have not suffered any material error, breakdown, failure or security breach in the last two years which has caused any material disruption or damage to the Agila Business of the Group;

11.4.3 of a regulated nature (cGxP) included with the Group are validated to a standard commensurate with the expectations of regulatory agencies such as the FDA. Software change control is current, and the required related documentation is current and either included with or in control of the Group; and

11.4.4 and data used to host relevant regulated, manufacturing and financial data that may be required to support an audit, recall or similar activity are included in the Group. This extends to any archived data sets for previous versions of relevant software.

12. **COMMERCIAL ARRANGEMENTS AND CONDUCT**

12.1 **List of material contracts**

The Data Room contains copies of each of the following (each, a **"Material Contract"**):

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

12.1.1 material contract of guarantee or indemnity pursuant to which any Group Company guarantees or indemnifies the performance of any obligation by any Person other than another Group Company;

12.1.2 joint venture or partnership agreement or agreements for material acquisition or disposal of shares to which any Group Company is a party;

12.1.3 material agreement or arrangement between any Group Company and a major distributor, supplier or customer of the Group;

12.1.4 sale or purchase option or similar agreement or arrangement affecting any material assets owned or used by any Group Company or by which it is bound, except for sales of product inventory in the Ordinary Course of Business;

12.1.5 material contract by and among any Group Company, on the one hand, and the Seller, any Affiliate of the Seller, or any officer or director of any Group Company, the Seller, or any Affiliate of the Seller, on the other hand;

12.1.6 agreement or arrangement of any Group Company containing any covenant limiting the right of the Company or a Subsidiary to engage in any line of business or to compete (geographically or otherwise) with any Person, granting any exclusive rights to make, sell or distribute any of the Relevant Products, granting any "most favored nation" or similar rights, containing any right of first offer or right of first negotiation, or otherwise prohibiting or limiting the right of the Company or a Subsidiary to make, sell or distribute any Relevant Products;

12.1.7 settlement agreement with respect to any pending or threatened Proceeding entered into by any Group Company or Seller or a member of the Seller's Group (relating to the Agila Business) within 24 months prior to the date of this Agreement to the extent there is a material obligation outstanding under such settlement agreement;

12.1.8 material written warranty, guarantee or other similar agreement with respect to contractual performance extended by any Group Company other than in the Ordinary Course of Business; and

12.1.9 material liability, obligation or commitment (other than those listed in paragraphs 12.1.1 to 12.1.8 above) on the part of any Group Company (including a capital commitment) which:

(A) is incapable of performance within 12 months from the date of Agreement; or

(B) has not been incurred in the Ordinary Course of Business; or

(C) contains any onerous or unusual terms; or

(D) is, or is likely to be, of major significance to the Group or the Agila Business.

12.2 **Validity of Material Contracts**

The Data Room contains an accurate and complete copy (in all material respects) of each Material Contract. With respect to each such Material Contract:

12.2.1 the Material Contract is legal, valid, binding, enforceable, duly registered (if applicable) and sufficiently stamped and in full force and effect except to the extent it has previously expired in accordance with its terms, and has been entered into on an arm's length basis;

12.2.2 neither the Seller, nor, so far as the Seller is aware, any other party to the Material Contract is in material breach or default under the Material Contract and, so far as the Seller is aware, no event has occurred or circumstance exists that (with or without notice, lapse of time or both) would constitute a material breach or default by the Seller or the applicable Group Company or by any such other party; and

12.2.3 so far as the Seller is aware, no event has occurred or circumstance exists that (with or without notice, lapse of time or both) would give rise to any right of revocation, withdrawal, suspension, acceleration, cancellation, termination, imposition of additional material obligations or loss of rights under, result in any payment becoming due under, result in the imposition of any Encumbrances on the assets of any Group Company under, or otherwise give rise to any right

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on the part of any Person to exercise any remedy or obtain any relief under, the Material Contract, nor has the Seller given or received any written notice or other written communication alleging the same.

12.3 **Effect of Agreement on Material Contracts**

There is no Material Contract which shall or may be breached, rescinded, terminated or accelerated (whether after the giving of notice or the lapse of time or both) as a result of the execution and/or performance of this Agreement (or Completion) or of any other Transaction Document.

12.4 **Capital expenditures**

Save for the Permitted Capex, there are no agreements or arrangements of any Group Company for capital expenditures ***.

13. **LITIGATION, ETHICS AND INSURANCE**

13.1 **Legal proceedings**

Apart from normal debt collection, no Group Company is engaged or proposing to engage in any litigation, arbitration, prosecution or other legal Proceedings, and there are no claims or actions (whether criminal or civil) in progress, outstanding, pending or threatened in writing, against any Group Company or the Seller (in respect of the Agila Business) or any assets or directors of any Group Company and, so far as the Seller is aware, there are no facts, matters or circumstances which are reasonably likely to give rise to Proceedings.

13.2 **Unlawful acts by Company**

No Group Company and, so far as the Seller is aware, none of their directors, officers or employees has by any act or default committed:

13.2.1 any criminal or unlawful act in connection with the business of the Group;

13.2.2 any breach of trust or fiduciary duty in relation to the business or affairs of the Group.

13.3 **Official investigations**

No governmental, regulatory or official investigation or inquiry concerning any Group Company is in progress or threatened and, so far as the Seller is aware, there are no circumstances which are likely to give rise to any such investigation or inquiry.

13.4 **Ethics, bribery and corruption**

13.4.1 No Group Company and, so far as the Seller is aware, none of their directors, officers or employees has, directly or indirectly, given, made, offered or received or agreed (either themselves or in agreement with others) to give, make, offer or receive any payment, gift, contribution, expenditure or other advantage:

(D) which would violate any Applicable Laws in relation to bribery or corruption; or

(E) to or for a Public Official with the intention of: (i) improperly influencing any act or decision of such Public Official; (ii) inducing such Public Official to do or omit to do any act in violation of his lawful duty; or (iii) securing any improper advantage, in each case in order to obtain or retain business with or direct business to any Person,

(a **"Corrupt Act**").

13.4.2 For the purposes of this paragraph 13.4, "Public Official" includes, without limitation, any Person holding, representing or acting on behalf of a Person holding a legislative, administrative or judicial office, and any Person employed by, representing or acting on behalf of a government, department thereof, public agency or enterprise, public international organisation, or state owned enterprise, any representative or official of a political party or any candidate for any political office or any official or employee of any state hospital, agency or health care institution.

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13.4.3 So far as the Seller is aware, no agent of any Group Company has committed a Corrupt Act in connection with the business of the Group Company.

13.4.4 No Group Company has been investigated (or is being investigated or is subject to a pending investigation) nor, so far as the Seller is aware, none of the directors, offices employees or agents of any Group Company has in relation to a Corrupt Act by any law enforcement, regulatory or other governmental agency, or has admitted to, or been found by a court in any jurisdiction to have engaged in, any Corrupt Act, or has been debarred from bidding for any contract or business in connection with the commission of any Corrupt Act, and, so far as the Seller is aware, there are no circumstances which are likely to give rise to any such investigation, admission, finding or disbarment.

13.4.5 Neither the Seller, nor any of its Affiliates nor any of their respective directors, agents, employees or any other Persons for whose acts it is vicariously liable has maintained or maintains secret accounts, off the books accounts, accounting ledgers or undisclosed cash (being accounts, accounting ledgers or cash which are not recorded in the company's books and records), in each case, with respect to the Agila Business.

13.4.6 No Group Company has conducted (or is conducting) an internal investigation in relation to any allegations in respect of a Corrupt Act and no employee has reported a violation in respect of any such matters. The Seller has put in place satisfactory procedures to prevent a Corrupt Act from taking place or being committed.

13.5 **Insurance policies**

13.5.1 All current policies of insurance taken out in connection with the Agila Business have been disclosed in the Data Room.

13.5.2 The insurances under such policies are in full force and effect and all premiums payable to date have been paid and, so far as the Seller is aware, there are no circumstances which might lead to the insurers avoiding any liability under them.

14. **CORPORATE ORGANISATION AND BUSINESS**

14.1 **Constitutional documents**

The copies of the constitutional documents of the Group Companies delivered to the Purchaser are true and complete copies in all material respects.

14.2 **Statutory books and registers**

The statutory books and registers of each Group Company are accurate and up to date in all material respects in accordance with Applicable Laws.

14.3 **Compliance with law**

14.3.1 All legal and regulatory requirements under Applicable Laws have been complied with in all material respects in connection with the formation of each Group Company and with issues of their shares and other securities, and each Group Company and its officers have complied, in all material respects, with all legal requirements as to filings, Registrations, Governmental Authorisations and other formalities. The Seller and its Affiliates with respect to the Agila Business, and each Group Company have complied in all material respects with Applicable Law.

14.3.2 ***, none of the Seller or any of its Affiliates has received with respect to the Agila Business or any of the Group Companies any written notice or other written communication from any Governmental Authority or any other Person regarding any actual, alleged or potential violation of, or failure to comply with, any Applicable Laws, Judgment, Registration or Governmental Authorisation, any actual or threatened revocation, withdrawal, suspension, cancellation, termination or modification of any Registration or Governmental Authorisation, or any actual, alleged or potential obligation on the part of the Seller or any of its Affiliates to undertake, or to bear all or any portion of the cost of, any remedial action of any nature or any actual or, so far as the Seller is aware, potential obligation on the part of the Seller or any of its Affiliates

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to perform a sample collection, in each case which is material with respect to the Agila Business or any of the Group Companies.

15. **EMPLOYEES**

15.1 **General**

References in this paragraph 15 to agreements, arrangements, or practices shall include any such agreements, arrangements, or practices whether oral or written, whether express or implied, and whether contractual, discretionary or customary.

15.2 **Disclosure of material facts**

15.2.1 The following facts and matters relating to the employment or termination of employment of the Employees have been disclosed in the Data Room, anonymised to the extent required by Applicable Law save in relation to directors (whose consent to disclosure shall have been obtained):

(E) any entitlement of any Employee conditional on a change in the control (howsoever defined and to include a disposal of all or substantially all of the business and assets of the relevant company) of the employing company or of another company including without limitation any entitlement of any Employee to resign without notice or to treat himself as dismissed or released from any obligation or to receive any payment, additional period of notice or other benefit whatsoever;

(F) all remuneration and benefits to which Employees of each Group Company are entitled, including but not limited to salary, pension, insured benefits or benefits in kind;

(G) any bonus schemes, commission schemes, share incentive schemes, share option schemes or profit share schemes and entitlements under these schemes and any agreement, arrangement or practice under which any Employee may receive any shares, share options, payment or other benefit by reference to performance (whether individual or collective performance) or otherwise.

15.2.2 Copies of all service agreements and terms of appointment with directors and Senior Employees of each Group Company, together with all amendments, variations or supplements thereto, have been provided in the Data Room together with a schedule of all current rates of remuneration and entitlement to benefits of all such directors and Senior Employees.

15.2.3 Copies of all standard form contracts of employment applicable to any category of Employees, identified by category of Employees to which they apply, have been provided in the Data Room, together with a copy of all contracts of employment with Employees which are not in the standard form applicable to the relevant category of Employees. There are no material differences to such standard form contracts.

15.2.4 Copies of current versions of all staff handbooks, policies and procedures applicable to an Employee have been provided in the Data Room. Copies of all employee benefit plans, programs, agreements and arrangements covering an Employee, consultant or director of a Group Company (a "**Group Company Benefit Plan**"), as well as, with respect to each such item, its most recent annual and actuarial reports, summary plan description, trust and tax qualification letter.

15.2.5 No Senior Employee has given notice of the termination of their employment or engagement with any Group Company or is under notice of dismissal and**, so far as** the Seller is aware**, no** Senior Employee intends to terminate his or her employment whether in connection with the transactions contemplated by this Agreement or any other Transaction Document or otherwise.

15.2.6 There is no agreement in relation to the secondment of personnel from a third party to any Group Company or from any Group Company to a third party.

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15.2.7 So far as the Seller is aware, all Employees are employed or engaged by a Group Company and wholly or mainly dedicated to performing duties for or providing services to the Agila Business. There are no Employees who are employed by a Group Company who are not wholly or mainly dedicated to performing duties for or providing services to the Agila Business.

15.2.8 There is no agreement for the provision directly or indirectly to any Group Company in return for remuneration, of the services of any consultant, contractor, or other individual(s) other than an Employee of that Group Company.

15.2.9 No Senior Employee is on secondment, parental leave, long term sickness absence or other leave of absence and, so far as the Seller is aware, there is no former Employee who has, or may have, a statutory or contractual right to return to work for any Group Company.

15.2.10 All basic pay increases owed to the Employees have been implemented and all compensation, bonus and allowance payments due and payable for periods ending prior to the date hereof have been paid to the Employees and all equity, share incentive, share options, and profit share grants authorised prior to the date hereof, if any, have been granted to the Employees.

15.2.11 The Seller and all Group Companies are in compliance with all Applicable Laws relating to employment and employment practices, including but not limited to all laws regarding terms and conditions of employment, health and safety at work, wages, working time, child labour, immigration, equal opportunities and discrimination in employment, disability rights or benefits, plant closures and layoffs, affirmative action, remuneration, pension and benefits, workers compensation labour relations, employee absence and dismissal.

15.2.12 So far as the Seller is aware, no Employee is in any respect in violation of any term of any employment agreement, non-disclosure agreement, implied duty of confidentiality, fiduciary duty, non-competition agreement, restrictive covenant or other obligation: (a) to any Group Company or (b) to a former employer of the Employee relating to the right of such Employee to be employed or engaged by such Group Company or that might restrict such Employee's ability to perform his or her duties or provide his or her services to such Group Company.

15.2.13 The Seller is not nor has it been a party to or bound by any collective bargaining, works council, employee representative or other contract with any labour union, works council or representative of any employee group with respect to any Employees, nor is any such contract being negotiated by the Seller. So far as the Seller is aware, there has been no organisation of, election for or other activities made or threatened at any time within the past two years by or on behalf of any union, works council, employee representative or other labour organisation or group of employees with respect to any Employees. There is no union, works council, employee representative or other labour organisation, which, pursuant to Applicable Laws, must be notified, consulted or with which negotiations need to be conducted and consent obtained in connection with the transactions contemplated by this Agreement or any of the other Transaction Documents. There are no pending or, so far as the Seller is aware, threatened, or anticipated strikes, work stoppages, work slowdowns, or adverse work actions or material grievances involving any Group Company.

15.2.14 The Seller has complied with all labour and employment legislation and regulations, including without limitation, regarding registration of employees, payment of salary, benefits, pension, retirement, working hours, salary parity, collective bargaining, occupational health and safety, temporary job tenure, work-related accidents and illnesses, FGTS, or social security and other associated labor matters.

15.2.15 In respect of all operations in Brazil, there are no labour, employment, pension or benefit related lawsuits, charges, claims, or contingent liabilities, including without limitation, regarding labour standards infractions and/or Labour Prosecutions Services and/or successor liabilities other than the matters addressed in Labour Court and Regional Labour Appeal Court certificates produced by the Seller prior to Completion.

15.2.16 All material facts and matters (including all material particulars of any outstanding negotiations for such) relating to all collective and other agreements with any trade union, staff association, or works council, employee representatives or other body representing all or any of the

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Employees and all agreements concerning the provision of information directly to, and/or the seeking of views directly from, all or any of the Employees have been disclosed in the Data Room.

15.2.17 All material particulars of the extent to which anybody is recognised by each Group Company for the purposes of collective bargaining or, within the last two years, has claimed or sought such recognition or has been de-recognised, have been disclosed in writing to the Purchaser.

15.2.18 Each Employee has all work permits, immigration permits, visas or other authorizations, each as required by Applicable Law for such Employee. The consummation of the Transaction will not cause any such Employee to cease to hold work permits, immigration permits, visas or other authorizations required for such Employee to continue to be employed by the applicable Group Company.

15.2.19 Each Group Company Benefit Plan has been operated and administered in all material respects in accordance with its terms and Applicable Law.

15.2.20 No Group Company Benefit Plan provides medical or similar benefits for periods extending beyond retirement or termination of service, other than coverage mandated by Applicable Law.

15.2.21 There are no pending or, so far as the Seller is aware, threatened or anticipated claims by or on behalf of any Group Company Benefit Plan, or by any participant or beneficiary covered thereunder, other than routine claims for benefits.

15.3 **Agreements**

No Group Company has entered into and there is not in effect:

15.3.1 any agreement in relation to making any payments (other than emoluments) to or on behalf of any of its directors, Employees or former Employees;

15.3.2 any contract of employment with any Employee which contains a notice period of more than three months or which entitles the employee to compensation exceeding the value of three months' gross remuneration if terminated without notice;

15.3.3 any agreement imposing an obligation on any Group Company to make any bonus or incentive payments (whether or not in cash form) or provide any benefits in kind or any payments under a profit sharing scheme to or on behalf of, any of its employees at any future date;

15.3.4 any agreement for the making of any payment or the provision of any benefit on or after the termination of employment or retirement of any Employee or former Employee (whether pursuant to any contract of employment, collective agreement, custom and practice, enhanced redundancy policy, occupational pension scheme or otherwise) beyond any obligation to make a statutory redundancy payment or other mandatory severance payment in accordance with Applicable Law; or

15.3.5 any payment which would be triggered by the transactions contemplated by this Agreement or any of the other Transaction Documents.

15.4 **Disputes**

15.4.1 No dispute has arisen within the last two years between any Group Company and any recognised trade union, staff association, or works council, employee representatives or other body representing or seeking to represent any Employee and, so far as the Seller is aware there are no circumstances which might give rise to such a dispute.

15.4.2 No Group Company is party to any Actions brought by or in relation to any Employee, no such Actions have been brought in the last two years and, so far as the Seller is aware there are no circumstances which might give rise to such a dispute or Action.

16. **INCENTIVES**

16.1 There are no arrangements in place pursuant to which the Purchaser or any Group Company is or would be under any obligation to pay to the Seller or any member of the Seller's Group

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any amounts in connection with the participation by an Employee in any Employees' Incentive Plan.

16.2 There are no disputes with any revenue authorities (wherever situate) regarding any compliance issue or outstanding Tax or social security issue in respect of the Employees' participation in the Employees' Incentive Plan.

17. **PENSIONS**

There is no arrangement to which any Group Company contributes, is bound to contribute or could be required to contribute or make any payment to, either now or in the future under which benefits of any kind are payable to or in respect of any of the Employees or any former Employees of any Group Company or any dependant of any Employee or former Employee of such Group Company on retirement, death or disability or on the attainment of a specified age or on the completion of a specified number of years of service nor has any proposal been announced (or any promise made) to establish any such agreement or arrangement and to the extent that any such agreement or arrangement existed in the past, no Group Company has any subsisting liability in respect of it. Without limiting the generality of the foregoing, no Group Company has or could have any liability under Title IV of ERISA.

18. **MATERIAL CUSTOMERS AND SUPPLIERS**

18.1 **Material Customers**

18.1.2 Neither the Seller nor any Group Company has received any notice, and, so far as the Seller is aware, no Material Customer has:

(A) ceased, or shall cease entirely, to buy the products of the Agila Business;

(B) substantially reduced, or shall substantially reduce, the purchase of products of the Agila Business; or

(C) sought, or is seeking, to reduce the price it shall pay for products of the Agila Business by a material amount, including in each case after the consummation of the transactions contemplated by this Agreement.

18.1.3 So far as Seller is aware, no Material Customer has threatened to take any action described in paragraph 18.1.1 as a result of the consummation of the transactions contemplated by this Agreement.

18.1.4 All sales made to Material Customers within the 12 month period ended the date hereof in respect to the Agila Business have been made in the Ordinary Course of Business.

18.1.5 For the purposes of this paragraph 18.1, "**Material Customers**" shall mean the top fifteen (15) customers of the Agila Business by reference to the revenues for the 12 month period ended 31 December 2012, and "Material Customer" shall be construed accordingly.

18.2 **Material Suppliers**

18.2.1 Neither the Seller nor any Group Company has received any notice from a Material Supplier of any material adverse changes in the price of ordered raw materials, supplies, merchandise or other goods or services related to the Agila Business within the period of 12 months ending on the date of this Agreement.

18.2.2 Neither the Seller nor any Group Company has received any notice nor has any reason to believe that a Material Supplier shall not sell raw materials, supplies, merchandise and other goods and services to the Purchaser immediately after the Completion on terms and conditions materially similar to those used in its current sales to the Seller or any Group Company, subject to fluctuations in prices affecting the pharmaceutical market generally.

18.2.3 So far as the Seller is aware, no Material Supplier has threatened to take any action described in paragraph 18.2.1 or 18.2.2 as a result of the consummation of the transactions contemplated by this Agreement.

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18.2.4 During the 24 month period prior to the date of this Agreement, there has not occurred any material shortage, or failure to supply, of any active pharmaceutical ingredient relating to a product of any Group Company or Seller or its Affiliates (that is or will be material to the Agila Business) or with respect to any Material Supplier.

18.2.5 For the purposes of this paragraph 18.2, "**Material Suppliers**" shall mean the top fifteen (15) suppliers of raw materials, supplies, merchandise to the Agila Business by reference to the aggregate purchase price for the 12 month period ended 31 December 2012, and "Material Supplier" shall be construed accordingly.

19. **SELLER BROKERS OR FINDERS**

Neither the Seller nor any Person acting on behalf of the Seller or its Affiliates has incurred any Liability on behalf of any Group Company to pay any fees or commissions to any broker, finder or agent or any other similar payment in connection with any of the transactions contemplated by this Agreement or the other Transaction Documents.

20. **PROMOTER BROKERS OR FINDERS**

No Promoter nor any Person acting on behalf of a Promoter has incurred any Liability on behalf of any Group Company to pay any fees or commissions to any broker, finder or agent or any other similar payment in connection with any of the transactions contemplated by this Agreement or the other Transaction Documents.

21. **INFORMATION AND DISCLOSURE**

The Seller does not have any knowledge of any fact or circumstance that has specific application to the Seller or the Agila Business that has a Material Adverse Effect that has not been set out in this Agreement, the Transaction Documents or the Schedules.

22. **REGULATORY / PRODUCT LIABILITY**

22.1 All of the Relevant Products are and have been developed, manufactured, tested, packaged, labelled, held, stored, distributed, marketed, imported, exported and sold, in all material respects in accordance with (i) the requirements, specifications and standards contained in the relevant Product Registration and (ii) all Applicable Laws.

22.2 The Seller has delivered to the Purchaser true and complete copies of all Product Registrations, Regulatory Information and any other data, documents, clinical studies, product dossiers, pre-clinical studies, or correspondence, in each case of a material nature, with Regulatory Agencies (including but not limited to all reports of inspection), complaints, and reports or notices of adverse events in the Seller's possession or control regarding or related to any of the Relevant Products or the Agila Business. The Seller or a Group Company has prepared, maintained and retained all Product Registrations that are required to be maintained or reported pursuant to and in accordance with Applicable Law, including but not limited to all Product Registrations required for the Relevant Products and all Product Registrations required for the conduct of the Agila Business, and all information contained in such Product Registrations is complete and accurate in all material respects.

22.3 (i) The Seller or a Group Company holds and has held all Product Registrations necessary for the Relevant Products and for the lawful operation of the Agila Business including all applicable authorisations, registrations and licences under any Applicable Regulatory Law, and any other authorisation required by any Regulatory Agency, and (ii) all such Product Registrations are and have been valid and in full force and effect Since 31 December 2010, there has not occurred any material violation of, default (with or without notice or lapse of time or both) under, or event giving to any third party any right of termination, amendment or cancellation of, with or without notice or lapse of time or both, any Product Registration. The Seller is and has been in compliance in all material respects with the terms of all Product Registrations, and no event has occurred that, so far as the Seller is aware, would reasonably be expected to result in a material penalty under or the revocation, cancellation, non-renewal

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or adverse modification of any Product Registration. No proceeding is pending or, so far as the Seller is aware, threatened regarding the revocation, cancellation, non-renewal or adverse modification of any such Regulatory Approval, including but not limited to all Regulatory Approvals relating to any *** issued by or on behalf of the Agencia Nacional de Vigilancia Sanitaria (ANVISA) or any other Regulatory Authority in Brazil.

22.4 The Seller has completed and filed all reports, trials, studies, dossiers, documents, claims, permits, supplements, amendments and notices, including, without limitation, of all serious adverse events obtained or so far as the Seller is aware, otherwise received relating to the Relevant Products from any source, in the United States or outside the United States, required by any Regulatory Agency and Governmental Authority in order to maintain the Product Registrations. All such reports, documents, claims, permits, supplements, amendments and notices were complete and accurate in all material respects on the date filed (or were corrected in or supplemented by a subsequent filing). With respect to the Agila Business, neither the Seller nor so far as the Seller is aware, any officer, employee, agent or distributor of the Seller, has made an untrue statement of a material fact or a fraudulent statement to any Governmental Authority, failed to disclose a material fact required to be disclosed to any Governmental Authority, or committed an act, made a statement, or failed to make a statement that, at the time such disclosure was made, would reasonably be expected to provide a basis for any Governmental Authority or any other Regulatory Agency to invoke any policy regarding fraud, improbity act, untrue statements of material facts or bribery.

22.5 With respect to the Agila Business, neither the Seller, nor so far as the Seller is aware, any officer, employee, agent or distributor of the Seller or any Group Company, nor either Promoter, has been convicted of any crime or engaged in any conduct for which debarment is mandated or permissible by any Applicable Regulatory Law, nor has the Seller or, so far as the Seller is aware, any such officer, employee, agent or distributor been debarred pursuant to any Applicable Regulatory Law.

22.6 With respect to the Agila Business, neither the Seller, nor so far as the Seller is aware, any officer, employee, agent or distributor of the Seller or any Group Company, has been convicted of any crime or engaged in any conduct for which such Person could be excluded from participating in the federal health care programs under any Applicable Regulatory Law or program, nor has the Seller or, so far as the Seller is aware, any such officer, employee, agent or distributor been so excluded under any Applicable Regulatory Law or program.

22.7 No Regulatory Agency or Governmental Authority has commenced or, so far as the Seller is aware, threatened to initiate any action alleging any violations of any payor "fraud and abuse," consumer protection and false claims statutes and regulations or any pricing or rebate reporting requirements or to seek exclusion, whether voluntary or otherwise, of the Seller, its employees, and/or the Seller's relevant Affiliates from participation in any program funded by a Governmental Authority and/or public bids. Neither the Seller nor, so far as the Seller is aware, any employee of any Seller Group Company or of any Group Company, has received any written notice to such effect.

22.8 Since 31 December 2010, neither the Seller, its Affiliates nor, as far as the Seller is aware, any of its key distribution partners has voluntarily or involuntarily initiated, conducted or issued, **or, so** far as the Seller is aware, caused to be initiated, conducted or issued, nor, so far as the Seller is aware, has any Regulatory Agency or other third party caused to be initiated, conducted or issued, any recall, field alert, field correction, market withdrawal or replacement, safety alert, warning, "dear doctor" letter, safety alert or other notice or action relating to an alleged lack of safety, efficacy or regulatory compliance of any Relevant Product. So far as the Seller is aware there are no facts which are reasonably likely to cause: (i) the recall, market withdrawal or replacement of any Relevant Product sold or intended to be sold by any Group Company; (ii) a change in the regulatory status, marketing classification or a material change in the labelling of any such Relevant Products; or (iii) a termination, revocation, non-renewal, adverse modification or suspension of the development, testing, manufacturing,

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packaging, labelling, storage, distribution, import, export, sale, or marketing of such Relevant Products.

22.9 Since December 31, 2010, neither the Seller nor any Group Company has received any notice that any Regulatory Agency or Governmental Authority has: (i) commenced, threatened to initiate, or is likely to initiate any action to request the recall of any Relevant Product sold or intended to be sold by any Group Company; (ii) commenced, threatened to initiate, or is likely to initiate any action to enjoin manufacture or distribution of any Relevant Product sold or intended to be sold by any Group Company; or (iii) issued, threatened to issue, or is likely to issue any demand letter, finding of deficiency or non-compliance, adverse audit observations, or adverse inspection report in respect of any Relevant Product or the Agila Business.

22.10 Since December 31, 2010, neither the Seller nor any Group Company has received any warning letters or similar correspondence from any Regulatory Agency or Governmental Authority regarding inappropriate advertising, distribution, storage, manufacture or marketing of a Relevant Product or any written notice of any actual or potential violation of Applicable Law with respect to any Relevant Product, except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Agila Business. The Seller has prepared, submitted **and** complied with complete (in all material respects) and timely responses and, as applicable, corrective action plans, required to be prepared and submitted in or complied with in response to all inspections, examinations, defects, complaints, adverse reactions, correspondence from any Regulatory Agency, and audits by any Regulatory Agency or customer.

22.11 Since December 31, 2010, there have been no audits, inspections, examinations or, so far as the Seller is aware, investigations by a Governmental Authority (other than in respect of Taxes or FDA, cGMP or other health authority inspections in the Ordinary Course of Business that have not resulted in significant findings or enforcement activity) relating to the Agila Business or its assets.

22.12 Neither the Seller nor any Group Company is enrolled as a supplier or provider under Medicare, Medicaid, or any other governmental health care program or third-party payment program or a party to any participation agreement for payment by any such governmental health care program or third-party payment program.

22.13 There are not currently any government rebate programs applicable to the sale of any Relevant Product, including but not limited to programs with respect to government claims for Relevant Products. Since December 31, 2010, the Seller has fulfilled all of its material obligations under the agreements and contracts executed with Governmental Authorities and so far the Seller is aware, there are no facts or circumstances which are reasonably likely to cause the Subsidiary to be prevented from participating in tenders for contracts with Governmental Authorities or be penalised in any material way under the agreements executed with public entities

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Part 2

TAX WARRANTIES

1. **ACCOUNTS**

1.1 All material direct and indirect tax as imposed by the Applicable Laws relating to Taxation as applied in the jurisdiction in which the relevant Group Company is incorporated or is otherwise subject to Taxation in respect of:

1.1.1 income, profits or gains (as computed for Taxation purposes) of each Group Company arising or accruing or deemed for Taxation purposes to arise or accrue on or before 31 December 2011; and

1.1.2 any transactions of a Group Company effected, or deemed for Taxation purposes to be effected, on or before 31 December 2011,

has either been paid or adequately provided for or disclosed in the relevant Individual Accounts.

1.2 The amount of the provision for deferred Taxation liabilities in respect of each Group Company in the Individual Accounts was, at 31 December 2011, adequate and in accordance with the accounting policies stated in them and commonly adopted in respect of companies carrying on a business similar to that carried on by any relevant Group Company.

1.3 Each Group Company has duly submitted all claims and disclaimers which have been assumed to have been made for the purpose of computing any provision for Tax in the relevant Individual Accounts.

2. **EVENTS SINCE 31 DECEMBER 2011**

Since 31 December 2011, no disposal has taken place or other event occurred which will or may have the effect of crystallising a material liability to Taxation in any Group Company which should have been included in the provision for deferred Taxation contained in the relevant Individual Accounts if such a disposal or other event had been planned or predicted at the date on which the relevant Individual Accounts were drawn up.

3. **DISPUTES, RECORDS, CLAIMS, CLEARANCES**

3.1 For the six years prior to the date of this Agreement, each Group Company, has within the time limits prescribed by the relevant legislation, duly paid all material Tax, made (and where necessary submitted) all returns, computations, given all notices, claims, disclaimers and material information to any Tax Authority as are required in each case for the purposes of any legislation relating to Tax, and all such returns, computations, notices, claims, disclaimers and information were and remain complete and accurate in all material respects, were made on a proper basis and are not the subject of any material dispute with any Tax Authority.

3.2 No Group Company has been liable to pay any material penalty, interest, surcharge or fine in connection with any Tax nor, so far as the Seller is aware, are there any circumstances by reason of which a Group Company is likely to become liable to pay any such penalty, interest, surcharge or fine.

3.3 No Group Company is involved in any dispute with any Tax Authority concerning any matter which is likely to materially adversely affect any Group Company and, so far as the Seller is aware, there are no facts which are likely to cause such an investigation to be instituted or such a dispute to arise.

3.4 The Tax provision and the corresponding amounts recognised in the Individual Accounts in respect of the Tax provision for each Group Company does not depend in any way on any clearance, concession, agreements (including agreements for the deferred payment of any Tax liability) or other formal or informal (that is, an arrangement which is not based on, published extra-statutory concessions and published statements of practice) arrangement with or obtained from any Tax Authority.

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3.5 Each Group Company has prepared, kept and preserved complete, accurate and up-to-date records both as required by Applicable Law and to enable it to deliver correct and complete Tax returns (together with all attachments thereto as required by Applicable Law) and to calculate any present liabilities to Tax of the Group or any Group Company or the entitlement of the Group or any Group Company to claim any relief from Tax for periods that end on or before Completion.

3.6 Each Group Company has in its possession sufficient records and information relating to past events to calculate the liabilities to Tax which would arise on any disposal or on the realisation of any asset owned at the Accounts Date and no member of the Group has disposed of or acquired any material asset in circumstances such that a price other than the price actually paid for such asset may be substituted for Tax purposes.

4. **DEDUCTIONS OR WITHHOLDINGS**

4.1 Each Group Company has duly complied in material respects with all statutory requirements to deduct or withhold Taxation from any payments it has made and has properly accounted to the relevant Tax Authority for any such Taxation which ought to have been accounted for prior to the date hereof.

4.2 The Disclosure Letter contains details of all sums payable under any obligation incurred by any Group Company prior to the date hereof and which will continue to bind the relevant Group Company after Completion from or in respect of which that Group Company is obliged to deduct, withhold or otherwise account for any amount in respect of or representing Tax.

5. **GROUPS AND EXIT CHARGES**

5.1 No Group Company has entered into or agreed to enter into any arrangement or election with another Group Company or any other company in respect of any liability to Tax incurred or treated as incurred by another Group Company.

5.2 The execution of this Agreement or Completion will not result in any degrouping or other exit tax charge against any Group Company in respect of any assets held by a Group Company at Completion;

6. **TRANSFER PRICING**

No transaction or arrangements involving any Group Company and connected or associated Persons have taken place or are in existence which included or include terms which are different to those which would have been agreed between independent parties transacting at arm's length and are not such that the prices charged or received by any Group Company pursuant to the transaction or arrangements have been or could be the subject of any dispute with any Tax Authority.

7. **STAMP TAXES AND TRANSFER TAXES**

All documents of which a Group Company may be interested in enforcing in judicial, arbitral, regulatory, administrative or any similar Proceedings have been duly stamped and no stamp or other documentary or transaction duties or other transfer Taxes arise as a result of the execution or completion of this Agreement or any other Transaction Document.

8. **RESIDENCE**

8.1 Each Group Company has at all times since its incorporation been resident for Taxation purposes in the country in which it was incorporated and nowhere else and will be so resident at Completion and does not have a branch, agency, permanent establishment in a jurisdiction other than the jurisdiction of its incorporation.

8.2 No Group Company is subject to Tax in any jurisdiction other than its place of incorporation by virtue of having a branch, agency or permanent establishment in that jurisdiction or other place of business in that jurisdiction, and is not liable for any Tax as the agent of any other

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Person or business and does not constitute a branch, agency or permanent establishment of any other Person, business or enterprise for any Tax purpose.

9. **TAX AVOIDANCE**

9.1 No Group Company has been a party to nor otherwise involved in any transaction, scheme or arrangement the main purpose or object or one of the main purposes or objects of which was to avoid, reduce or defer a liability to Tax.

9.2 No Group Company has been involved in any transaction or series of transactions which, or any part of which, may for any Tax purpose need to be specifically disclosed to a Tax Authority other than as part of routine periodic compliance or which is at risk of being disregarded, recharacterised or reconstructed by reason of any motive to avoid, reduce or delay a possible liability to Tax.

9.3 So far as the Seller is aware, no Group Company has participated in any "reportable transaction" within the meaning of Sections 6011, 6662A and 6707A of the Code.

10. **TAX SHARING**

10.1 No Group Company is bound by or party to (nor will it become bound by or party to) any Tax indemnity, Tax sharing or Tax allocation agreement in respect of which claims would not be time barred.

10.2 No Group Company has a liability to make any payment pursuant to an indemnity, guarantee or covenant entered into before Completion under which any Group Company has agreed to meet or pay a sum equivalent to or by reference to another Person's liability to Tax.

11. **SECONDARY LIABILITIES**

No transaction, act, omission or event has occurred (including without limitation the execution or implementation of this Agreement or any other Transaction Document) in consequence of which any Group Company is or may be held liable for any Tax or may otherwise be held liable for or to indemnify any Person in respect of any Tax which is primarily or directly chargeable against or attributable to any Person other than another Group Company.

12. **EMPLOYEES**

So far as the Seller is aware, each Group Company has properly withheld or deducted Tax on payments made to (or treated as being made to) individuals including any Employees, either as employees, ex-employees or under contractor agreements and has properly paid all Tax that it is required to withhold or deduct and/or account for and has complied with payroll Tax and contributions reporting requirements in each country in which it is subject to such requirements. Where a Group Company was obliged to report to any Tax Authority on the amount of income paid to such individuals, either as employees, ex-employees or under contractor agreements rather than withhold Tax on payments made, any and all such reports were made timely and completely.

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Schedule 9

LIMITATIONS ON LIABILITY

1. **DISCLOSURE; PURCHASER'S KNOWLEDGE**

1.2 Neither the Seller nor the Promoters shall be liable in respect of a Claim to the extent that:

1.2.1 the facts and circumstances giving rise to the Claim are fairly disclosed in the Disclosure Letter ***;

1.2.2 ***

2. **TIME LIMITS**

2.1 ***

2.2 ***

2.2.1 ***

2.2.2 ***

2.2.3 ***

2.3 ***

2.4 ***

2.4.1 ***

2.4.2 ***

3. **MONETARY LIMITS**

3.1 The aggregate amount of the liability of the Seller and the Promoters in respect of all claims and Tax Deed Claims under the Transaction Documents and the Tax Deed (as applicable) shall not exceed an amount equal ***.

3.2 The aggregate amount of the liability of the Seller and the Promoters in respect of all General Claims (other than Fundamental Seller Warranty Claims or Fundamental Promoter Warranty Claims) and Tax Claims and all claims for indemnity for Environmental Losses and pursuant to Clause 14.1.7 shall not exceed ***.

3.3 The aggregate amount of the liability of the Seller and the Promoters in respect of all Tax Deed Claims and all claims pursuant to Clause 14.1.8 shall not exceed ***.

3.4 ***

3.5 ***

3.6 For the purposes of this Schedule 9, a number of Claims arising directly from the same or similar facts, subject matter, circumstances or events shall be treated as one individual Claim rather than a series of individual Claims.

4. **PROVISION OF INFORMATION**

4.1 Upon the Purchaser notifying the Seller and the Promoters of a claim under the Transaction Documents or a matter or event which may give rise to a claim the Purchaser shall and shall procure that each Group Company shall:

4.1.1 give the Seller and the Promoters and their advisers such access, as the Seller and the Promoters reasonably request, to the personnel, records and information of each Group Company together with the right to examine and copy or photograph such assets, documents, records and information as the Seller and the Promoters reasonably require; and

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4.1.2 subject to the Seller and, as the case may be, the Promoters entering into such hold harmless letters in favour of the statutory auditors or accountants as may reasonably be required, procure that the appointed and any former auditors or accountants of the Group Companies and the Group make available to the Seller and the Promoters and their advisers, their audit or other working papers in respect of any audit of the Individual Accounts or accounts of the Group Company or their working papers in relation to the limited review exercise conducted in respect of the Limited Review Accounts, in each case if such papers may be relevant to the claim or potential claim.

12.1 The Purchaser shall use its reasonable efforts to and shall procure that each Group Company shall use its reasonable efforts to keep safe all information, books, records, documents (including information in electronic form) relating to the relevant Group Company and its business which are or may be relevant in connection with any matter which may give rise to a claim under the Transaction Documents for the period within which any claim may be brought under this Agreement and after that for as long as any claim or potential claim remains outstanding.

5. **PURCHASER'S ACTIONS**

5.1 The Seller and the Promoters shall not be liable in respect of a claim under the Transaction Documents to the extent that the claim would not have arisen but for a breach of this Agreement by the Purchaser.

5.2 The Seller and the Promoters shall not be liable in respect of a claim under the Transaction Documents to the extent that the claim would not have arisen but for an act, omission or transaction occurring before Completion at the express written request or express written direction of the Purchaser.

6. **CHANGES IN LAW, REGULATION, ACCOUNTING POLICIES AND PRACTICE**

6.1 The Seller and the Promoters shall not be liable in respect of a claim under the Transaction Documents to the extent that the claim arises or is increased only as a result of:

6.1.1 ***

6.1.2 ***

6.1.3 ***

6.1.4 ***

7. **INSURANCE**

Where the Purchaser, or any Group Company (or any assignee or successor in title thereof) is or may be entitled to recover from its insurers any sum in respect of any matter or event which is likely to give rise to a claim under the Transaction Documents, the Purchaser shall or shall procure that the person so entitled shall use *** to recover that sum ***. The Purchaser shall keep the Seller and the Promoters reasonably and promptly informed of the conduct of such recovery. Any sum actually recovered by the Purchaser, or any Group Company from its insurers net of all costs incurred by the Purchaser or any Group Company in recovering such loss will reduce the amount of the claim by an equivalent amount. Notwithstanding the foregoing, the Purchaser shall not be obligated to seek recovery from its insurers in respect of a claim under the Transaction Documents prior to seeking recovery from the Seller and the Promoters for such claim.

8. **MATTERS INCLUDED IN THE ACCOUNTS**

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9. **SUMS RECOVERABLE FROM THIRD PARTIES**

9.1 Where the Purchaser, or any Group Company (or any assignee or successor in title thereof) is or may be entitled to recover from any third party any sum in respect of any matter or event

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which is likely to give rise to a claim under the Transaction Documents, the Purchaser shall or shall procure that the person so entitled shall use its commercially reasonable endeavours to recover that sum (it being understood that the Purchaser may determine (acting reasonably) that it may not be commercially reasonable to pursue such recovery). The Purchaser shall keep the Seller and the Promoters reasonably and promptly informed of the conduct of such recovery. Any sum actually recovered by the Purchaser, or any Group Company (less any reasonable out of pocket expenses incurred by the Purchaser or any Group Company in recovering the sum and any Tax attributable to or suffered in respect of the sum recovered) from any third party will reduce the amount of the claim by an equivalent amount. Notwithstanding the foregoing, the Purchaser shall not be obligated to seek recovery from a third party in respect of a claim prior to seeking recovery from the Seller or, as the case may be, the Promoters for such claim.

9.2 The Purchaser shall (subject to the remaining provisions of this paragraph) repay to the Seller and the Promoters any amount later recovered from third parties in respect of a claim already satisfied by the Seller, (less any reasonable out of pocket expenses incurred by the Purchaser or any Group Company in recovering the sum and any Tax attributable to or suffered in respect of the sum recovered). If the amount so recovered exceeds the amount of all claims satisfied by the Seller and the Promoters, the Purchaser shall be entitled to retain the excess.

10. **ACTIONS BY THIRD PARTIES**

10.1 If the Purchaser becomes aware of any claim, action or demand made against it or any Group Company by a third party which may give rise to a claim under the Transaction Documents (a **"Third Party Claim"**), subject to the Purchaser and each member of the Purchaser Group and each Group Company being indemnified and secured to the Purchaser's reasonable satisfaction by the Seller against all costs and expenses, including those of its professional advisers, which may be incurred or suffered in respect of such Third Party Claim, the Purchaser shall:

10.1.1 as soon as reasonably practicable, notify the Seller and the Promoters giving reasonably available details of the relevant facts and circumstances relating to the Third Party Claim;

10.1.2 procure that the relevant Group Company shall keep the Seller and the Promoters reasonably informed of all material developments in relation to the Third Party Claim and not settle or make any admission of liability, agreement or compromise any claim or matter relating to the Third Party Claim without written consent of the Seller and the Promoters, such consent not to be unreasonably withheld or delayed or conditioned; and

10.1.3 procure that the relevant Group Company shall (subject to the Purchaser and its relevant Affiliates being entitled to employ its own professional advisers) consult with and take all such action as the Seller and the Promoters may reasonably request in relation to the Third Party Claim, including commencing conducting, defending, resisting, settling, compromising or appealing against any Proceedings.

11. **MITIGATION**

Nothing in this Schedule 9 restricts or limits any general obligation under Applicable Law of the Purchaser and the Group Companies to mitigate any loss or damage which they may suffer or incur as a consequence of any breach of any Seller Warranty or Promoter Warranty. In relation to any other matter, event or circumstance which gives rise to a claim under the Transaction Documents the Purchaser further agrees to take such reasonable steps (at the cost of the Seller and the Promoters) as the Seller and the Promoters shall request, to mitigate any loss or damage.

12. **NO LIABILITY TO THIRD PARTIES**

No Person other than the Purchaser or the Purchaser Indemnitees or its permitted assignee(s) is entitled to make any claim against the Seller or the Promoters under the Transaction Documents.

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13. **NO DOUBLE RECOVERY**

The Purchaser agrees that it shall not be entitled to recover the same damages or obtain payment, reimbursement, restitution or indemnity more than once for the same loss in respect of any one shortfall, damage, or deficiency, which give rise to one or more claims under the Transaction Documents. For this purpose, recovery by the relevant Group Company shall be deemed to be recovery by the Purchaser.

14. **INDIRECT, CONSEQUENTIAL AND PUNITIVE LOSS**

14.1 ***

14.1.1 ***

14.1.2 ***

14.1.3 ***

15. **MISCELLANEOUS**

15.1 None of the limitations of liability contained in this Schedule 9 shall apply to any liability for any Claim to the extent that the same (or the delay in discovery of it) is attributable to or the consequence of (or is increased as a consequence of) fraud or fraudulent misrepresentation, on the part of the Seller, the Promoters or any member of the Seller's Group or any of their respective Affiliates, directors, officers or employees.

15.2 Any failure by the Purchaser or any member of the Purchaser's Group to comply with their obligations in this Schedule 9 (other than pursuant to paragraphs 2.2 and 2.4), shall not absolve or release the Seller, the Promoters or any member of the Seller's Group from liability, but shall entitle the Seller and the Promoters to claim a deduction from their liability to pay any Claim to the extent they are financially prejudiced by such failure, and provided that the Seller and the Promoters shall have taken all reasonable steps to mitigate such financial prejudice.

15.3 Nothing in this Schedule 9 shall require the Purchaser to disclose or cause to be disclosed any material or information which (i) as between the Purchaser and/or the Group Companies and/or any other member of the Purchaser's Group and any other person is of a legally privileged nature unless the material or information can reasonably be disclosed without violating any such privilege; or (ii) would or would be reasonably likely to breach any Applicable Law or any agreement which is legally binding on the Purchaser and/or any of the Group Companies.

16. **CURRENCY CONVERSION**

For the purposes of determining any amount set forth in this Schedule 9 , amounts in currencies other than US$ shall be converted into US$ at the end of day closing price London time, as reported on Bloomberg page WCV, on the date of such determination.

17. **TAX DEED**

Save where express reference is made in this Schedule 9 or specific provision is made in the Tax Deed, the limitations in this Schedule 9 shall not apply to the Tax Deed and, for the purposes of this Schedule 9 , a reference to Transaction Documents shall not be taken to include a reference to the Tax Deed and the provisions of the Tax Deed shall further operate to limit the liability of the Seller in respect of any Tax Claim.

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Schedule 10A

PURCHASER WARRANTIES

1. **INCORPORATION**

The Purchaser is duly incorporated, duly organised and validly existing under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement.

2. **CORPORATE POWER AND AUTHORITY**

The Purchaser has the necessary corporate power and authority to enter into and perform each of the Transaction Documents and any agreement entered into pursuant to the terms of the Transaction Documents and such documents constitute valid and binding obligations on the Purchaser and are enforceable against the Purchaser, in accordance with their respective terms.

3. **DUE AUTHORISATION, EXECUTION AND DELIVERY**

The Purchaser has duly authorised, executed and delivered this Agreement and will, at Completion, have authorised, executed and delivered any agreements to be entered into pursuant to the terms of this Agreement.

4. **NO BREACH**

4.1 The execution and delivery by the Purchaser of, and the performance by the Purchaser of its obligations under, this Agreement, a Transaction Document and any agreement entered into pursuant to the terms of a Transaction Document will not:

4.1.1 result in a breach of or conflict with any provision of its constitutional documents;

4.1.2 result in a material breach of, or constitute a material default under, any instrument to which it is a party or by which it is bound; or

4.1.3 result in a breach of any applicable laws or regulations or of any order, decree or judgment of any court or any governmental or regulatory authority in any jurisdiction.

5. **CONSENTS**

All material consents, permissions, authorisations, approvals and agreements of third parties and all authorisations, registrations, declarations, filings with any governmental department, commission, agency or other organisation having jurisdiction over the Purchaser which are necessary or desirable for the Purchaser to obtain in order to enter into and perform a Transaction Document to which it is party and any agreement entered into pursuant to the terms of a Transaction Document to which it is party in accordance with its terms, have been unconditionally obtained in writing and have been disclosed in writing to the Seller.

6. **PROCEEDINGS**

6.1 There are no:

6.1.1 outstanding judgments, orders, injunctions or decrees of any governmental or regulatory body or arbitration tribunal against or affecting the Purchaser or any of its Affiliates;

6.1.2 lawsuits, actions or Proceedings pending or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser; or

6.1.3 investigations by any governmental or regulatory body which are pending or threatened against the Purchaser, so far as the Purchaser is aware,

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which, in each case, has or could have a material adverse effect on the ability of the Purchaser to perform its obligations under this Agreement and/or any agreement entered into pursuant to the terms of this Agreement.

7. **SOLVENCY**

No order has been made, petition presented or meeting convened for the winding up of the Purchaser, nor any other action taken in relation to the appointment of an administrator, liquidator, receiver, administrative receiver, compulsory manager or any provisional liquidator (or equivalent in any other jurisdiction) (or other process whereby the business is terminated and the assets of the company concerned are distributed amongst the creditors and/or shareholders or other contributors), and there are no Proceedings under any applicable insolvency, reorganisation or similar laws in any relevant jurisdiction, and no events have occurred which, under applicable laws, would justify any such Proceedings.

SCHEDULE 10B

GUARANTOR WARRANTIES

1. **INCORPORATION**

The Guarantor is duly incorporated, duly organised and validly existing under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement.

2. **CORPORATE POWER AND AUTHORITY**

The Guarantor has the necessary corporate power and authority to enter into and perform this Agreement and each of the Transaction Documents and any agreement entered into pursuant to the terms of the Transaction Documents in each case to which it is a party, and such documents constitute valid and binding obligations on the Guarantor and are enforceable against the Guarantor, in accordance with its respective terms.

3. **DUE AUTHORISATION, EXECUTION AND DELIVERY**

The Guarantor has duly authorised, executed and delivered this Agreement and will, at Completion, have authorised, executed and delivered any agreements to be entered into pursuant to the terms of this Agreement.

4. **NO BREACH**

4.1 The execution and delivery by the Guarantor of, and the performance by the Guarantor of its obligations under, this Agreement, any Transaction Document and any agreement entered into pursuant to the terms of a Transaction Document will not:

4.1.1 result in a breach of or conflict with any provision of its constitutional documents;

4.1.2 result in a material breach of, or constitute a material default under, any instrument to which it is a party or by which it is bound; or

4.1.3 result in a breach of any applicable laws or regulations or of any order, decree or judgment of any court or any governmental or regulatory authority in any jurisdiction.

5. **CONSENTS**

All material consents, permissions, authorisations, approvals and agreements of third parties and all authorisations, registrations, declarations, filings with any governmental department, commission, agency or other organisation having jurisdiction over the Guarantor which are necessary or desirable for the Guarantor to obtain in order to enter into and perform a Transaction Document to which it is party and any agreement entered into pursuant to the

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terms of a Transaction Document to which it is party in accordance with its terms, have been unconditionally obtained in writing and have been disclosed in writing to the Seller.

6. **PROCEEDINGS**

6.1 There are no:

6.1.1 outstanding judgments, orders, injunctions or decrees of any governmental or regulatory body or arbitration tribunal against or affecting the Guarantor or any of its Affiliates;

6.1.2 lawsuits, actions or Proceedings pending or, to the knowledge of the Guarantor, threatened against or affecting the Guarantor; or

6.1.3 investigations by any governmental or regulatory body which are pending or threatened against the Guarantor, so far as the Guarantor is aware,

which, in each case, has or could have a material adverse effect on the ability of the Guarantor to perform its obligations under this Agreement and/or any agreement entered into pursuant to the terms of this Agreement.

7. **SOLVENCY**

No order has been made, petition presented or meeting convened for the winding up of the Guarantor, nor any other action taken in relation to the appointment of an administrator, liquidator, receiver, administrative receiver, compulsory manager or any provisional liquidator (or equivalent in any other jurisdiction) (or other process whereby the business is terminated and the assets of the company concerned are distributed amongst the creditors and/or shareholders or other contributors), and there are no Proceedings under any applicable insolvency, reorganisation or similar laws in any relevant jurisdiction, and no events have occurred which, under applicable laws, would justify any such Proceedings.

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Schedule 11

REAL ESTATE PROPERTIES

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Schedule 12

DEFINITIONS AND INTERPRETATION

1. In this Agreement each of the following words and expressions shall have the following meanings:

"Accounting Policies" has the meaning set out in Schedule 4;

"Accounts" means the Individual Accounts and the Limited Review Accounts;

"Accounts Date" means 31 December 2012;

"Actions" means claims, actions, Proceedings, damages, demands, judgments, sums payable, liabilities and losses (which for the avoidance of doubt includes but is not limited to, any diminution in the value of the Shares, or the shares in the Subsidiary or the assets of the Company or the Subsidiary) (in each case, whether or not successful, compromised, settled, withdrawn or which shall become unenforceable by the lapse of time or otherwise);

"Affiliate" means in relation to any Person, any other Person directly or indirectly Controlled by, or Controlling of, or under common Control with, that Person and, in the case of a trust, any trustee or beneficiary (actual or potential) of that trust;

"Agila Business" means the business conducted by the Group Companies, comprising the development, manufacturing, distribution, marketing and sale of Relevant Products;

"Agila Group" means the Group and Agila Specialties Pvt Limited and its subsidiaries;

"Agila IP" means Intellectual Property (excluding any rights in software and computer programs, (whether in source code, object code or other form), algorithms, databases, compilations and data, and supporting technology) owned by the Group and used in the conduct of the Agila Business;

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***

"**Amended Agreement**" means the agreement executed on 5 April 2013, effective from 27 February 2013 made between the Parties for the sale and purchase of the entire issued share capital of the Company, as amended further on 29 July 2013, and then assigned to the Purchaser on 26 September 2013 pursuant to the Assignment Agreement, and then further amended on 4 October 2013;

***

"Applicable Law" means all laws, regulations, directives, statutes, subordinate legislation, common law and civil codes of any jurisdiction and all codes of practice having force of law, all judgments, orders, notices, instructions, decisions and awards of any court or Governmental Authority of competent jurisdiction and with standing in the jurisdictions in which the Agila Business operates;

"Applicable Regulatory Law" means all Applicable Laws relating to the research, development, manufacturing, import, export, distribution, marketing, promotion, advertising, sale, monitoring of adverse events or reactions, or reimbursement of pharmaceutical products;

"Approved Capital Expenditure Budget" means the capital expenditure program set out at Appendix 7 and any amendments to such program as may be agreed in writing between the Seller and the Purchaser;

"Assignee" has the meaning set out in Clause 16.7;

"Assets" means in relation to any Person, means the real property, Intellectual Property, rights, assets and legal relationships of such Person (including contracts and products under development);

"Bank Debt" has the meaning set out in Schedule 4;

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"Biotech" means Strides' biotech listed business vertical operating through Agila Biotech (which name shall be changed within three (3) weeks from the date of Completion to not include the word Agila);

***

"**BLD Facility**" means the facility described in serial number 3 of Schedule 11;

***

"Brand License Agreement" means the brand license agreement to be entered into between the parties thereto on or before the Completion Date, on terms consistent with the Brand License Agreement Term Sheet;

"Brand License Agreement Term Sheet" means the Brand License Agreement Term Sheet in the agreed form;

"Business Day" means a day (not being a Saturday or Sunday) on which banks are open for general banking business in London, Singapore, Bangalore and New York;

"Business Plan" means the financial model relating to the Agila Business as contained in 1.A.2.1 (Basil Model Neem) of the Data Room;

"Cash" has the meaning given in Schedule 4;

"**Cash Escrow Account**" means the cash escrow account to be opened with the Escrow Agent pursuant to the provisions of the Closing Escrow Agreement;

"**CEPHA Facility**" means the facility described in serial number 4 of Schedule 11;

***

"Claim" means a General Claim and a Tax Claim;

"**Closing Escrow Agreement**" shall mean means the agreement to be entered into between the Seller, the Purchaser, the Escrow Agent, the Company and the Subsidiary dealing with the escrow mechanism in connection with Completion;

"Code" means the U.S. Internal Revenue Code of 1986;

"Combination Transaction" has the meaning set out in Clause 13.8;

"Commitment" has the meaning set out in Clause 4.4.3;

"Company" means Agila Specialties Private Limited, a limited private company incorporated in India whose registered office is at "Strides House", Bilekahalli, Bannerghatta Road, Bangalore – 560076, Karnataka;

"Competing Business" has the meaning set out in Clause 13.1.1;

"Competing Division" has the meaning set out in Clause 13.8;

"Competition Approval" refers to the approvals required pursuant to paragraphs 3.1 and 3.2 of Schedule 2;

"Competition Authorities" has the meaning set out in Clause 4.8;

"Completion" means completion of the sale and purchase of the Shares in accordance with Clause 6;

"Completion Balance Sheet" has the meaning given in Schedule 4;

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"Completion Date" means the date on which Completion takes place in accordance with the terms of this Agreement;

"Completion Deed" means the deed between the Purchaser, the Seller and others relating to Completion and other matters, effective as of the date hereof;

"Completion Disclosure Letter" means the letter provided immediately before Completion from the Seller to the Purchaser in relation to the Seller Warranties repeated immediately before Completion.

"Completion Payment" has the meaning set out at Clause 3.2.1;

"Conditions" means the conditions set out in Schedule 2;

"Conduct Period" has the meaning set out in Clause 3.13.3;

"Consent" means any license, permission, approval, clearance, permit, notice, consent, authorisation, waiver, grant, concession, agreement, certificate, exemption, order or registration from any Governmental Authority or any other Person;

"Consolidation Order" means an order by a Tribunal that a First-filed Dispute and a Later Dispute be resolved in the same arbitral proceedings;

"Control" means the power of a Person to secure, directly or indirectly, (whether by the holding of shares, possession of voting rights or by virtue of any other power conferred by the articles of association, constitution, partnership deed or other documents regulating another Person or otherwise) that the affairs of such other Person are conducted in accordance with his or its wishes or the possession, directly or indirectly, of power of a Person to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of such other Person, and "Controlled" and "Controlling" shall be construed accordingly;

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***

"Cost of Goods Sold or COGS" means:

(a) with respect to any product purchased from a third party, the actual cost of acquisition (without mark-up);

(b) with respect to any product manufactured internally by a party, the actual direct material costs, labour costs, and other direct costs as well as fixed and variable overheads to the extent allocable to products.

For clarity, such costs shall exclude general administrative or corporate overhead, sales and marketing expenses, research and development costs, interest expenses and any other costs not directly attributable or allocable to products. However, in the case of both (a) and (b), costs will include other costs (without mark-up) actually incurred and allowable to products, for example costs of quality assurance, transportation and storage.

"Costs" means costs, charges and expenses (including those suffered or incurred in establishing or enforcing a right to be indemnified under this Agreement);

"CTA 2010" means the Corporation Tax Act 2010;

"Dangerous Substance" means any natural or artificial substance (whether in a solid, liquid, gas, vapour or other form) that is (i) capable (alone or in combination) of causing significant harm to man or any other living organism or of significantly damaging the Environment or public health (including controlled, clinical, special or hazardous waste, polluting, toxic or dangerous substances, or radioactive materials) or (ii) is listed or subject to regulation pursuant to any Environmental Law;

"Data Protection Laws" means all Applicable Laws in connection with privacy and the processing, collection, use and protection of personal data in any jurisdiction;

"Data Room" means the documents, materials and information (including correspondence) contained in the online data room which is operated by Merrill Datasite and made available to the Purchaser (including the Purchaser's agents and advisers) details of which are contained in the index annexed

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to the Disclosure Letter and the contents of which were provided by Merrill Datasite to the Parties on an external hard drive;

"Debt" has the meaning given in Schedule 4;

"Deloitte Review Report" means the Review Report by Deloitte Haskins & Sells issued to the Board of Directors of SAL related to the pro forma combined financial statements of the Specialty Entities in accordance with the procedure mentioned in the Standard on Review Engagement (SRE) 2410 issued by the Institute of Chartered Accountants in India;

***

"Disclosure Letter" shall mean the Signing Disclosure Letter in respect of the Seller Warranties and Promoter Warranties given at the date of this Agreement and the Completion Disclosure Letter in respect of the Seller Warranties given immediately before Completion;

"Dispute" has the meaning given in Clause 19.1;

"Disputed Details" has the meaning given in paragraph 2.3 of Schedule 4;

"**Draft Individual Accounts**" means the individual unaudited balance sheet, profit and loss account, cash flow statement (if applicable) and the notes thereto for the 12 month period ended 31 December 2012 in relation to certain of the Specialty Entities as detailed in the definition of Individual Accounts;

"**Draft Limited Review Accounts**" means the PCFS at 31 December 2012, where the accompanying Deloitte Review Report is unsigned;

"Employee" means any individual who has entered into or works under a contract of employment or any other contract with a Group Company whereby the individual undertakes to do or perform personally any work or services (save where the relevant Group Company's status by virtue of that contract is that of a client or customer of any profession or business undertaking carried on by an individual), and "Employees" shall be construed accordingly;

"Employees Incentive Plan" means any deferred compensation, incentive compensation, phantom share plan, cash bonus plan, stock purchase, stock option and other equity compensation plan, program, agreement or arrangement operated by the Group or the Seller;

"Encumbrance" means any claim, option, charge (fixed or floating), mortgage, lien, pledge, equity, encumbrance, easement, right to acquire, right of pre-emption, right of first refusal, title retention or any other security interest or any agreement or arrangement having a similar effect or any agreement to create any of the foregoing;

"English Courts" has the meaning given in Clause 19.8;

"Enterprise Value" means ***;

"Environment" means any or all of the following media: air (including air within any building or other natural or man-made structure whether above or below ground), water (including surface waters, underground waters, groundwater, coastal and inland waters and water within any natural or man-made structure), land (including land under water, surface land and sub-surface land), flora, fauna, ecosystems and man;

"Environmental Law" means any and all laws, statutes, secondary and subordinate legislation, regulations, directives, circulars, guidance, common law, notices under legislation, judgments, orders and decisions, interpretations of any laws by any Regulatory Authority and international and EU treaties concerning the protection of the Environment, human health and safety (including worker health and safety) or the generation, transportation, storage, treatment or disposal of any Dangerous Substance or waste;

"Environmental Licence" means any permit, licence, authorisation, permission, accreditation, registration, consent, exemption or other approval required under or in relation to any applicable Environmental Law in order to carry on the Agila Business;

"Environmental Losses" has the meaning given in Clause 14.1.1;

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"Environmental Proceedings" means any Proceeding commenced and/or taken by a Regulatory Authority or third party under Environmental Law;

"Environmental Requirements" means any obligations or requirements arising pursuant to applicable Environmental Law and any final notices, judgments, orders or decrees pursuant to Environmental Law;

"ERISA" means the Employee Retirement Income Security Act of 1974;

"Escrow Agent" means ***.

"Estimated Cash" has the meaning given in Schedule 4;

"Estimated Completion Balance Sheet" has the meaning given in Schedule 4;

"Estimated Debt" has the meaning given in Schedule 4;

"Existing Dispute" means any Dispute and/or Related Agreement Dispute;

"Expert Accountant" has the meaning given in paragraph 2.6 of Schedule 4;

"Fair Value" means the fair value of the Shares at Completion, determined by a Seller appointed chartered accountant as per the discounted free cash flow method for purposes of compliance with RBI exchange control regulations;

"FDI Master Circular" has the meaning given to it in paragraph 6.1 of Schedule 2.

"**Final Individual Accounts"** means the individual audited balance sheet, profit and loss account, cash flow statement (if applicable) and the notes thereto for the 12 month period ended 31 December 2012 in relation to certain of the Specialty Entities as detailed in the definition of Individual Accounts;

"**Final Limited Review Accounts**" means the PCFS at 31 December 2012, where the accompanying Deloitte Review Report is signed;

"Financial Vendor Due Diligence Report" the report dated 8 November 2012 (volume I) and 24 December 2012 (Volume III) prepared by Ernst & Young LLP in connection with the Group Companies;

"Financing" has the meaning set out in Clause 8.5;

"First-filed Dispute" means any Dispute and/or Related Agreement Dispute where a Request for Arbitration has been served before a Request for Arbitration has been served in relation to a Later Dispute;

"Fundamental Promoter Warranties" means the Promoter Warranty contained in paragraph 3 (Capacity) of Schedule 8;

"Fundamental Seller Warranties" means the Seller Warranties contained in paragraphs 1 (*Title*), 2.1, 2.2, 2.3 and 2.4 (Seller and Group Company Capacity) of Schedule 8;

"Fundamental Seller Warranty Claim" means any claim arising out of, or in connection with, any of the Fundamental Seller Warranties;

"General Claim" means a claim in respect of any of the General Warranties;

"General Warranties" means the warranties contained in Part 1 of Schedule 8;

"Governmental Authorisation" means other than Registrations, all filings with any Governmental Authority, Consents (to the extent required from a Governmental Authority), licenses, franchises, permits, concessions, exemptions, orders, certificates, registrations, re-registrations, applications, declarations and filings pertaining to the aforesaid issued, granted, given or otherwise made available by or under the authority of any Governmental Authority pursuant to any Applicable Laws;

"Governmental Authority" shall mean any multinational, national, federal, state, regional, community, provincial, county, municipal or local government, or any political subdivision of any of the foregoing, or any entity, authority, agency, ministry, commission, tribunal, arbitral body, court or other similar body exercising executive, legislative, judicial, taxing, regulatory or administrative authority or functions of or pertaining to government, including any authority or quasi-governmental entity established to perform any of these functions;

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"Gross Profit" means Net Sales less COGS. Such amounts shall be calculated in a manner consistent with a party's internal accounting practices, consistently applied. As it relates to the Purchaser, such amounts shall also be in accordance with generally accepted accounting principles in the United State of America and as it relates to the Group such amounts shall also be in accordance with Indian GAAP;

"Group" means the Company and the Subsidiary;

"Group Auditors" means Deloitte or Deloitte Haskins & Sells or any other member firm;

"Group Companies" means the Company and the Subsidiary and "Group Company" shall be construed accordingly;

"Group Company Benefit Plan" has the meaning given in paragraph 15.2.4 of Schedule 8;

"Guarantor Warranties" means the warranties contained in Part B of Schedule 10;

"Hire Purchase Leases" has the meaning given in Schedule 4;

"Historical Limited Review Accounts" means the PCFS and related Deloitte Review Report for the Specialty Entities for the 12 month period ended 31 December 2011, the 6 month period ended 30 June 2012 and the 9 month period ended 30 September 2012;

***

"HSR Act" means the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations promulgated thereunder;

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"Improvements" means the material buildings, structures, fixtures, building systems and equipment included on the Owned Real Property;

"Indian GAAP" means the generally accepted accounting principles in India, in effect from time to time;

"Individual Accounts" means the individual unaudited balance sheet, profit and loss account, cash flow statement (if applicable) and the notes thereto for the 12 month period ended 31 December 2011 in relation to Company and OTL;

"Information" means books and records, documents, information, data and financial affairs (including the statutory books, minute books, contracts, customer lists, supplier lists and leases);

"Information Technology Agreements" has the meaning given in paragraph 11.2.1 of Schedule 8;

"Information Technology Systems" means all communications systems and computer systems used by a Group Company including all hardware, software and websites but excluding networks generally available to the public;

"Initial Longstop Date" means 31 December 2013;

"Intellectual Property" means all intellectual property and industrial property rights and rights in confidential information of every kind and description throughout the world, in each case whether registered or unregistered, and including any applications for registration of any of the following, including (i) inventions (whether patentable or not), patents, invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions and extensions thereof, (ii) rights in computer programs (whether in source code, object code, or other form), algorithms, databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing, (iii) copyrights and copyrightable subject matter, (iv) trademarks, service marks, names, corporate names, trade names, domain names, logos, slogans, trade dress, registered designs, design rights and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (v) all Know-how, confidential information, trade secrets, ideas, proprietary processes, formulae,

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models and methodologies, (vi) rights of publicity, privacy, and rights to personal information, (vii) moral rights and rights of attribution and integrity, and (viii) any rights or forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing which subsist anywhere in the world;

"INR" shall mean Indian Rupees;

"IT Center" means the portion of area in the ***;

"Joinder" means the joining of a party to this Agreement or a Related Agreement to an Existing Dispute;

"**Joinder Order**" means an order by a Tribunal that a party to this Agreement or a Related Agreement be joined to an Existing Dispute;

"Judgment" shall mean any order, injunction, judgment, decree, ruling, assessment or arbitration award of any court or other tribunal or arbitrator;

"Key Contracts" means those contracts listed in Part 1 of Appendix 15;

"Key Restrictions" has the meaning set forth in Appendix 15;

"Key Terminating Contracts" has the meaning set forth in Appendix 26;

"Know-how" means all know how, trade secrets and confidential information, in any form (including paper, electronically stored data, magnetic media, film and microfilm) including without limitation financial and technical information, drawings, formulae, test results or reports, project reports and testing procedures, information relating to the working of any product, process, invention, improvement or development, instruction and training manuals, tables of operating conditions, information concerning intellectual property portfolio and strategy, market forecasts, lists or particulars of customers and suppliers, sales targets, sales statistics, prices, discounts, margins, future business strategy, tenders, price sensitive information, market research reports, information relating to research and development and business development and planning reports and any information derived from any of them;

"Later Dispute" means any Dispute or Related Agreement Dispute where a Request for Arbitration is served after a Request for Arbitration has been served in respect of a First-filed Dispute;

"Leased Real Property" means the Real Property which is leased by the Company and the Subsidiary as listed in Schedule 11 and marked 'Leasehold';

"Legal Vendor Due Diligence Report" means the report dated 6 November 2012 prepared by the Seller's Solicitors and other legal advisers in connection with the Agila Business and the Group Companies;

"Liability" means with respect to any Person, any liability or obligation of such Person, whether known or unknown, absolute, accrued, contingent, liquidated, unliquidated or otherwise, due or to become due or otherwise, and whether or not required to be reflected on a balance sheet prepared in accordance with Indian GAAP;

"Limited Review Accounts" means the Draft Limited Review Accounts and the Final Limited Review Accounts;

"Longstop Date" means the Initial Longstop Date or such later date as determined by Clause 4.11;

"Material Adverse Effect" means any change, event, effect, fact, circumstance or occurrence that, individually or in the aggregate, has resulted in or would, based on an objective determination, reasonably be expected to result in a material and adverse effect on: (x) the business, results of operation or financial condition of the Agila Business taken as a whole, or (y) the ability of the Seller to perform its material obligations under or consummate the transaction contemplated by this Agreement and the Transaction Documents, provided that Material Adverse Effect shall not include changes, events, effects, facts, circumstances or occurrences, individually or in the aggregate, resulting from: (a) conditions generally affecting companies engaged in the pharmaceutical business, except to the extent any Group Company is disproportionately affected relative to such companies, (b) changes in national or international, economic or political conditions or any currency exchange

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rates or controls, except to the extent any Group Company is disproportionately affected relative to other companies engaged in the pharmaceutical business, (c) conditions with respect to financial, banking or securities markets including any disruption thereof and any decline in the price of any security of any market index, (d) the launch of a product by any entity not being a Group Company that competes with any of the Relevant Products, provided that no Group Company has granted rights to such entity in respect of such product, (e) acts of war, terrorism natural disaster, extremity of weather or any national or international calamity, except to the extent any Group Company is disproportionately affected relative to other companies engaged in the pharmaceutical business, (f) changes, after the date hereof, in GAAP or regulatory accounting requirements applicable to the Agila Business, except to the extent any Group Company is disproportionately affected relative to other companies engaged in the pharmaceutical business, (g) changes in any laws, rules, regulations, orders, or other binding directives issued by any Governmental Entity, except to the extent any Group Company is disproportionately affected relative to other companies engaged in the pharmaceutical business, (h) failure of the Group to meet financial projections, forecasts or revenue or earnings predictions for any period (provided that the underlying cause(s) for any such failure shall not be excluded by this clause (h)), (i) the public announcement of the transactions expressly contemplated by this Agreement, or (j) actions expressly required by any of the Transaction Documents, or undertaken by the Seller or any Group Company in respect of the Agila Business with the express written consent of the Purchaser;

"Material Contract" has the meaning given in paragraph 12 of Schedule 8;

"Negative Conditions" those Conditions in paragraphs 1, 2.1 to 2.3 (inclusive) and 2.6 of Schedule 2;

"Net Sales" means the gross amount invoiced by or on behalf of a party, less the following deductions to the extent actually paid, granted or accrued or otherwise directly incurred by a party with respect to the sale of products:

(a) rebates, chargebacks, returns, quantity and cash discounts and other usual and customary discounts or allowances to customers or government programs;

(b) actual freight and insurance costs of transportation; and

(c) any Service Taxes, duties, customs and any other governmental charges to the extent included in the invoice.

***

"Novations" means the novation of the Transferring Contracts from members of the Seller's Group to members of the Group;

"Ordinary Course of Business" shall mean the usual, regular and ordinary course of business of the Agila Business, consistent with the manner in which the Business has been conducted during the twelve months prior to the date of this Agreement;

"**Original Agreement**" means the agreement dated 27 February 2013 made between the Parties for the sale and purchase of the entire issued share capital of the Company;

"Owned Real Property" means the Real Property which is owned by the Company and the Subsidiary as listed in Schedule 11;

"**Paragraph IV Challenges**" means challenges to any paragraph IV certifications filed by the Group pursuant to the US Drug Price Competition and Patent Term Restoration Act 1984 (as may be amended from time to time);

"Party" or **"Parties"** means a party or the parties to this Agreement;

"Payoff Amount" means an amount in US$ or INR (as applicable) equal to the aggregate amount of all Bank Debt, as at the Completion Date;

"Payoff Letter" means a letter from the Seller and the relevant banks to the Purchaser specifying the Payoff Amount;

"Permitted Capex" means capital expenditure incurred in accordance with the Approved Capital Expenditure Budget between the date of this Agreement and the Completion Date (inclusive);

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"Permitted Encumbrances" means each of the following: ***;

"Person" shall mean and include an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a government or political sub-division, or agency or instrumentality thereof and/or any other legal entity;

"Planning Law" means all Applicable Laws which apply or relate to town and country planning;

"Positive Conditions" those Conditions in paragraphs 2.4, 2.5, 2.7, 2.8, 3, 5 and 6.2 of Schedule 2;

"Post Completion Payment Date" means two (2) Business Days after the date on which the Cash and Debt are agreed between the Purchaser and the Seller or otherwise determined in accordance with Schedule 4;

"Proceeding" shall mean any action, arbitration, audit, examination, investigation, hearing, litigation or suit (whether civil, criminal, administrative, judicial or investigative whether formal or informal, and whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator;

"Product Registrations" means all authorizations, approvals, registrations, clearances, consents, licences, qualifications and other rights from, and all declarations, notices and filings with, the Regulatory Agencies that are necessary to develop, test, manufacture, package, label, storemarket, import, distribute and/or sell any of the Relevant Products;

"Pro Forma Combined Financial Statements of the Specialties Business" or **"PCFS"** has the meaning given in Schedule 4;

"Promoter Warranties" means the warranties contained in paragraphs 3 (*Promoter Capacity*) and 20 (*Promoter Brokers and Finders*) of Schedule 8;

"Promoters" means Mr Arun Kumar and Pronomz Ventures LLP;

"Prudent Environmental Action" means an action taken by a Purchaser Indemnittee with consistent with good commercial practice, which action would otherwise still be taken by a Purchaser Indemnitee without regard to the existence of an indemnity, to mitigate or avoid potential liability with respect to liability under Environmental Law, Environmental Proceedings or Environmental Requirements, whether or not there is an Environmental Proceeding or Environmental Requirement to take such actions;

"Purchaser" has the meaning given in the Preamble;

"Purchaser Dispute Response" has the meaning given in paragraph 2.4 of Schedule 4;

"Purchase Price" has the meaning given in Clause 3.1;

"Purchaser Conditions" means the Purchaser's conditions set out in paragraph 2 of Schedule 2;

"Purchaser Indemnitees" has the meaning given in Clause 14.1;

"Purchaser Obligation" means any warranty or undertaking to indemnify (including any covenant to pay pursuant to the Tax Deed) given by the Purchaser to the Seller and/or the Promoters under this Agreement;

"Purchaser's Accountants" has the meaning given in Schedule 4;

"Purchaser's Group" the group of companies comprising the Purchaser, any holding company from time to time of the Purchaser and any subsidiary of the Purchaser;

"Purchaser's Solicitors" means Skadden, Arps, Slate, Meagher & Flom, LLP, Four Times Square, New York 10036-6522; and Skadden, Arps, Slate, Meagher & Flom (UK) LLP, 40 Bank Street, Canary Wharf, London E14 5DS;

"Purchaser's Tax Group" has the meaning given to it in the Tax Deed;

"Purchaser Warranties" means the warranties contained in Part A of Schedule 10;

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"R&D Facility Agreement Term Sheet" means the R&D Facility Agreement Term Sheet in the agreed form;

"R&D Facility Agreement" means the research and development facility agreement to be entered into between the parties thereto on or before the Completion Date;

"Real Properties" means the leasehold and freehold properties owned or held in perpetual usufruct by the Company and the Subsidiary as listed in Schedule 11;

"Registrations" means the authorisations, approvals, licenses, permits, certificates, or exemptions issued by a Governmental Authority held by the Seller or any Group Company immediately prior to Completion that are required for the Agila Business;

"Regulatory Agency" means a Governmental Authority that is concerned with the quality, identity, strength, purity, safety, efficacy, development, packaging, labelling, storage, testing, manufacturing, sale, distribution, marketing, import or export, as applicable, of each of the Relevant Products;

"Regulatory Authority" means any authority, agency, department (including any governmental department or agency) or other Person having authority under, or jurisdiction in respect of, any Environmental Law;

"**Regulatory Deposit Account**" means the retention account bearing account number *** opened by the Company with ***;

"**Regulatory Deposit Amount**" equals ***.

"Regulatory Information" means copies of the Product Registrations, together with copies of related correspondence between any Seller Group Company or Group Company and the applicable Governmental Authority, current approved packaging and any other existing files and dossiers, in each case relating to the Product Registrations and/or to the underlying data or information used to support, maintain or obtain marketing authorization of the underlying Product;

"**Release Confirmation Letters**" means the letters from the Existing Lenders to the Company and/or the Subsidiary;

"**Release Letters**" means the letters from the Existing Lenders to the Company and/or the Subsidiary, as relevant, in the formats annexed to the corresponding Release Confirmation Letters;

"Related Agreement" has the meaning given in Clause 19.15;

"Related Party Loans" has the meaning given in Schedule 4;

"Relevant Products" means ***;

"Related Party Transactions" means agreements or arrangements between a Group Company and a member of the Seller's Group or a Promoter, including Related Party Loans excluding; (i) those related party transactions identified by the Seller and the Purchaser in Appendix 9 to not be terminated prior to Completion; and (ii) the Seller Leases;

"Relevant Law" means all laws, regulations, directives, statutes, subordinate legislation, common law and civil codes of any jurisdiction and all codes of practice having force of law, all judgments, orders, notices, instructions, decisions and awards of any court or Government Authority of competent jurisdiction and with standing in any of the following territories: India, Brazil, the USA, Singapore, Canada, New Zealand, Poland and Australia;

"Relevant Time" has the meaning set out in Schedule 4;

"Related Agreement Dispute" means any dispute, claim or difference including any question regarding its existence, validity or termination arising out of or in connection with a Related Agreement and any dispute relating to any non-contractual obligations arising out of it;

"Renewed Agreements" shall mean the renewal of the lease deeds for the *** mentioned in Schedule 11 up to ***, respectively;

"Representatives" means, in relation to a person, its directors, officers, employees, agents and advisers;

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"Restrictive Covenant Agreement" means the agreement between the Seller, the Purchaser and others, effective as of the date hereof, containing certain non-compete and non-solicitation provisions;

"Restructuring" means the restructuring of the Agila Business undertaken by the Seller's Group prior to Completion (but including for the purposes of this definition, for the avoidance of doubt, the Group Companies);

"Restructuring Steps" the Novations and the steps required to complete the reorganisation of the Group Companies and certain assets used in connection with the Agila Business as set out in Appendix 2 ;

"Rules" has the meaning given in Clause 19.1;

"RBI" means the Reserve Bank of India;

"SAL" means Strides Arcolab Ltd;

"Seller" has the meaning given in the Preamble;

"Seller's Accountants" has the meaning given in Schedule 4;

"Seller's Group" means the group of companies comprising the Seller, any holding company from time to time of the Seller and any subsidiary of the Seller or any such holding company but excluding any Group Company or member of the Agila Group and **"member of the Seller's Group"** or "Seller Group Company" shall be construed accordingly;

"Seller Information" has the meaning given in Clause 12.3;

"Seller Leases" means ***;

"Seller Obligation" any warranty or undertaking to indemnify (including any covenant to pay pursuant to the Tax Deed) given by the Seller to the Purchaser under this Agreement;

"Seller Related Withholding Tax" means any liability to Taxation imposed on the Purchaser, or a member of the Purchaser's Tax Group, which arises as a result of the disposal of the Shares by the Seller to the Purchaser and is levied by reference to or on account of the sum paid or treated as paid for such Shares and recognised or deemed to be recognised by the Seller on such disposal, where such Taxation is required to be accounted for or paid (in whole or in part) by the Purchaser, or a member of the Purchaser's Tax Group, by way of withholding or deduction at source, other than:

(a) any stamp duties, real estate transfer taxes, registration fees and registration taxes and capital duties whenever and wherever imposed and any other Tax of a similar nature, together with all penalties, surcharges, charges, costs and interest relating to such stamp duties, real estate transfer taxes, registration fees and registration taxes and capital duties;

(b) any Tax payable or suffered by a member of the Purchaser's Tax Group or any Group Company by reference to the net profits, income or gains of that member or that Group Company;

(c) any Tax assessed on or payable or suffered by any member of the Purchaser's Tax Group by reference to any consideration given or deemed to be given to any member of the Purchaser's Tax Group pursuant to the Transitional Services Agreement and/or any other transitional arrangements; or

(d) any liability to Taxation imposed by the United States which arises as a result of the Purchaser's residence there or, in the event Purchaser assigns its rights and obligations under the Agreement to an affiliate incorporated or formed under the laws of the European Union, Singapore, Australia, Mauritius or Japan, any tax imposed by such jurisdiction as a result of the Purchaser's assignee being resident there;

"Seller's Solicitors" means Herbert Smith Freehills LLP, Exchange House, Primrose Street, London EC2A 2EG;

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"Seller Warranties" means together the General Warranties, the Fundamental Seller Warranties and the Tax Warranties;

"Senior Employee" means any Person employed or engaged by any Group Company earning more than ***;

"Senior Manager Escrow Agent" means the person nominated by the Seller and the Purchaser to act as escrow agent in connection with the Senior Manager Transaction Proceeds in accordance with the Senior Management Escrow Agreement;

"Senior Managers" means those persons whose names are set out in the letter agreement re: Senior Management, dated February 27, 2013, by and between Purchaser and Agila Specialties Asia Pte Ltd.;

"Senior Management Contracts" means the management and/or consultancy contracts to be entered into between each of the Senior Managers and the relevant Group Companies in a form to be agreed between the Seller and the Purchaser (and on terms no less favourable than currently exist for each Senior Manager, subject to internal human resources policies of the Purchaser);

"Senior Management Escrow Agreement" means the agreement between the Seller and the Purchaser pursuant to which the Escrow Agent will hold and release, as applicable, the Senior Manager Transaction Proceeds in accordance with the terms thereof;

"Senior Manager Transaction Proceeds" means the Senior Manager Transaction Proceeds set forth in the letter agreement re: Senior Management, dated February 27, 2013, by and between Purchaser and Agila Specialties Asia Pte Ltd.;

"Service Tax" means any value added tax, service tax, sales tax or any other similar consumption related tax;

"Share Escrow Account" means the share escrow account to be opened with the Escrow Agent pursuant to the provisions of the Closing Escrow Agreement;

"Shares" means the 18,316,783 equity shares of INR 10/- each in the share capital of the Company;

"Shrinkwrap Software" means third party software sold in a standard configuration and readily available to the public on standard terms and conditions;

"Signing Disclosure Letter" means the letter dated the same date as this Agreement from the Seller to the Purchaser in relation to the Seller Warranties;

"Software" means all software used in connection with the business of a Group Company as is currently conducted or contemplated to be conducted, including Shrinkwrap Software and firmware that relates to or is comprised in hardware, together with all supporting documentation, user manuals, training materials and other materials necessary to enable a user to make full use of the functionality of, or to administer effectively, such software and firmware;

***

Specified Transaction" shall mean (i) purchase of shares by the Company in the Subsidiary from the Seller on December 16, 2011; (ii) investments made by the Company in Inbiopro Solutions Private Limited; (iii) purchase of the Specialty business by the Company from the Seller through a business transfer agreement dated November 11, 2009; and (iv) investments made by the Company in Agila Specialties (Malaysia) SDN BHD or Malaysian Bio-XCell SDN BHD;

"Specialty Entities" has the same meaning as in Schedule 4;

***

***

***

***

***

"Strides Group" means SAL and its subsidiaries;

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“Sub Lease Deeds” means the lease deeds entered into between the Company and the Seller for ***;

"Subsidiary" the undertaking, details of which are set out in Part 2 of Schedule 1;

"Taxation" or **"Tax"** means taxation or tax as defined in the Tax Deed;

"Tax Authority" has the meaning set out in the Tax Deed;

"Tax Claim" means any claim in contract or otherwise in respect of the Tax Warranties but for the avoidance of doubt, a claim made under the Tax Deed shall not be considered to be a claim in respect of the Tax Warranties and, therefore, is not a Tax Claim;

"Tax Counsel" has the meaning set out in the Tax Deed;

"Tax Deed" means the deed in relation to Tax entered into pursuant to this Agreement in the agreed terms;

"Tax Deed Claim" means any claim in contract or otherwise pursuant to the terms of the Tax Deed;

"Tax Warranties" means the warranties contained in Part 2 of Schedule 8;

"Tenders" means tenders pursuant to which a Group Company offers to supply Relevant Products to hospitals or Governmental Authorities;

"Terminating RPTs" has the meaning set out in Clause 5.9;

"Third Party Claim" has the meaning given to it in paragraph 10 of Schedule 9;

"Third Party Consent" means any consent, approval, agreement or waiver required from a third party for the transfer of any rights to or the assumption by the Purchaser or the Group of any obligations under any of the Transferring Contracts;

"**Third Party Terminating Contracts**" has the meaning set out in Appendix 26;

"Trade Payables" has the meaning given in Schedule 4;

"Transaction" means the transaction contemplated by this Agreement;

"Transaction Documents" means this Agreement, the Tax Deed, the Senior Manager Escrow Agreement, the Closing Escrow Agreement, the Transitional Services Agreement, the Brand License Agreement Term Sheet, the Brand License Agreement, the Senior Management Contracts, the Restrictive Covenant Agreement, the R&D Facility Agreement, the Completion Deed, the Disclosure Letter, and any other document designated in writing by the Seller and the Purchaser as a Transaction Document;

"Transferring Contracts" means ***;

"Transitional Services Agreement" means the transitional services agreement between the parties thereto dated the date of this Agreement;

"Unpaid Company Restructuring Expenses" means any costs, fees, expenses, losses or damages incurred or suffered by any Group Company or any payment due from any Group Company in connection with the (i) implementing the Restructuring or (ii) effecting the Novations , in each case, that remain unpaid as of the Relevant Time less any Service Tax chargeable in respect of the matters giving rise to such amounts which is recoverable (whether by way of credit or refund and whether by a Group Company or by any member of its fiscal group) but only to the extent such amounts are actually recovered;

"Unpaid Company Transaction Expenses" means any professional services fees, costs or expenses incurred or suffered by any Group Company in connection with the consideration, review, pursuit, negotiation, execution and/or performance of this Agreement and the transactions contemplated by this Agreement, in each case, that remain unpaid as of the Relevant Time less any Service Tax chargeable in respect of the matters giving rise to such amounts which is recoverable (whether by way of credit or refund and whether by a Group Company or by any member of its fiscal group) but only to the extent such amounts are actually recovered;

"US$" or **"US Dollars"** United States Dollars, the lawful currency of the United States of America;

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"**US GAAP Audit**" means an audit performed under generally accepted auditing standards in the United States of America, in accordance with generally accepted accounting principles in the United States of America, of the PCFS for a period or periods reasonably in advance of Completion; and updated to the date of Completion; and

"Withholding Instruction" has the meaning set out in Clause 3.13.

2. In this Agreement, except where the context otherwise requires:

2.1 any reference to this Agreement includes the Schedules and Appendices to it each of which forms part of this Agreement for all purposes;

2.2 a reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision and is a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced;

2.3 words in the singular shall include the plural and vice versa;

2.4 references to one gender include other genders;

2.5 a reference to a Person shall include a reference to a firm, a body corporate, an unincorporated association, a partnership or to an individual's executors or administrators;

2.6 a reference to a Clause, paragraph, Schedule (other than to a schedule to a statutory provision) or Appendix shall be a reference to a Clause, paragraph, Schedule or Appendix (as the case may be) of or to this Agreement;

2.7 if a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day;

2.8 references to any English legal term for any action, remedy, method of judicial Proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates the English legal term in that jurisdiction and references to any English statute or enactment shall be deemed to include any equivalent or analogous laws or rules in any other jurisdiction;

2.9 references to writing shall include any modes of reproducing words in any legible form and shall include email except where expressly stated otherwise;

2.10 a reference to a balance sheet or profit and loss account shall include a reference to any note forming part of it;

2.11 a reference to "includes" or "including" shall mean "includes without limitation" or "including without limitation";

2.12 references to documents "in the agreed terms ", "in the agreed form" or any similar expression shall be to documents agreed between the Parties, annexed to this Agreement and initialled for identification by the Seller and the Purchaser;

2.13 the headings in this Agreement are for convenience only and shall not affect its interpretation;

2.14 references to this Agreement include this Agreement as amended, varied, modified or supplemented in accordance with its terms;

2.15 any indemnity or covenant to pay (the "**Payment Obligation**") being given on an "after-Tax basis" means that the amount payable pursuant to such Payment Obligation (the "**Payment**") shall be calculated in such a manner as will ensure that, after taking into account:

(A) any Tax to be deducted or withheld from the Payment;

(B) the amount of any additional Tax which becomes payable by the recipient of the Payment as a result of the Payment's being subject to Tax in the hands of the recipient of the Payment; and

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(C) the amount of any Tax benefit which is obtained by the recipient of the Payment to the extent that such Tax benefits is attributable to the matter giving rise to the Payment Obligation or to the receipt of the Payment,

(D) the recipient of the Payment is in the same position as that in which it would have been if there had been no such deduction, withholding, additional Tax payable or Tax benefit; and

2.16 (i) all references herein to "the date of this Agreement" or "the date hereof" or other similar phrases shall be interpreted and construed as references to its effective date of February 27, 2013; and (ii) all references to the date of this Agreement in any other Transaction Document shall be interpreted and construed as references to such effective date.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

AMENDED AND RESTATED ON 4 DECEMBER 2013
WITH AN EFFECTIVE DATE OF 27 FEBRUARY 2013

SELLER

SIGNED by	)	BADREE KOMANDOR
	)	
duly authorised for and on behalf	)	
of **STRIDES ARCOLABS LIMITED**	)	
	)	/s/ Badree Komandor (K. Badree)
in the presence of:	)	(Authorised Signatory)
Signature of Witness		/s/ Rashmi. B.V
Name of Witness (in BLOCK CAPITALS)		RASHMI. B.V
Address of Witness		Strides House Bilekahalli, BG Road Bangalore – T6

PURCHASER

SIGNED by	)	
	)	
duly authorised for and on behalf	)	
of **MYLAN LABORATORIES LIMITED**	)	
	)	/s/ B. Hari Babu
in the presence of:	)	(Authorised Signatory)
Signature of Witness		/s/ B. Nagaraj Goud
Name of Witness (in BLOCK CAPITALS)		B. NAGARAJ GOUD
Address of Witness		Company Secretary Mylan Laboratories Limited Hyderabad, INDIA

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PROMOTERS

SIGNED by)
)
ARUN KUMAR) /s/ Arun Kumar
in the presence of:) (Promoter)

Signature of Witness /s/ Vinod Kumar

Name of Witness (in BLOCK CAPITALS) VINOD KUMAR

Address of Witness Strides House, opp. IIM-B
Bilekahalli, Bannerghatta Road
Bangalore 560076

SIGNED by ARUN KUMAR)
)
duly authorised for and on behalf)
of **PRONOMZ VENTURES LLP**) /s/ Arun Kumar
in the presence of:) (Partner)

Signature of Witness /s/ Vinod Kumar

Name of Witness (in BLOCK CAPITALS) VINOD KUMAR

Address of Witness Strides House, opp. IIM-B
Bilekahalli, Bannerghatta Road
Bangalore 560076

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

AMENDED AND RESTATED ON 4 DECEMBER 2013
WITH AN EFFECTIVE DATE OF 27 FEBRUARY 2013

PROMOTERS

SIGNED by	)	
	)	
ARUN KUMAR	)	/s/ Arun Kumar
in the presence of:	)	(Promoter)
Signature of Witness		/s/ Vinod Kumar
Name of Witness (in BLOCK CAPITALS)		VINOD KUMAR
Address of Witness		Strides House, opp. IIM-B Bilekahalli, Bannerghatta Road Bangalore 560076

SIGNED by ARUN KUMAR	)	
	)	
duly authorised for and on behalf	)	
of **PRONOMZ VENTURES LLP**	)	/s/ Arun Kumar
in the presence of:	)	(Partner)
Signature of Witness		/s/ Vinod Kumar
Name of Witness (in BLOCK CAPITALS)		VINOD KUMAR
Address of Witness		Strides House, opp. IIM-B Bilekahalli, Bannerghatta Road Bangalore 560076

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

GUARANTOR

SIGNED by **Brian Byala**	)	
	)	
duly authorised for and on behalf	)	
of **MYLAN INC.**	)	/s/ Brian Byala
in the presence of:	)	Senior Vice President and Treasurer
Signature of Witness		/s/ C. Don Clay Jr
Name of Witness (in BLOCK CAPITALS)		C. DON CLAY JR
Address of Witness		4 Times Square New York, NY 10036 U.S.A.

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Exhibit 10.57

THE EXECUTIVE NONQUALIFIED EXCESS PLAN
PLAN DOCUMENT

THE EXECUTIVE NONQUALIFIED EXCESS PLAN

Section 1. Purpose:

By execution of the Adoption Agreement, the Employer has adopted the Plan set forth herein, and in the Adoption Agreement, to provide a means by which certain management Employees or Independent Contractors of the Employer may elect to defer receipt of current Compensation from the Employer in order to provide retirement and other benefits on behalf of such Employees or Independent Contractors of the Employer, as selected in the Adoption Agreement. The Plan is intended to be a nonqualified deferred compensation plan that complies with the provisions of Section 409A of the Internal Revenue Code (the "Code"). The Plan is also intended to be an unfunded plan maintained primarily for the purpose of providing deferred compensation benefits for a select group of management or highly compensated employees under Sections 201(2), 301(a)(3) and 401(a)(l) of the Employee Retirement Income Security Act of 1974 (“ERISA”) and independent contractors. Notwithstanding any other provision of this Plan, this Plan shall be interpreted, operated and administered in a manner consistent with these intentions.

Section 2. Definitions:

As used in the Plan, including this Section 2, references to one gender shall include the other, unless otherwise indicated by the context:

2.1 "Active Participant" means, with respect to any day or date, a Participant who is in Service on such day or date; provided, that a Participant shall cease to be an Active Participant (i) immediately upon a determination by the Committee that the Participant has ceased to be an Employee or Independent Contractor, or (ii) at the end of the Plan Year that the Committee determines the Participant no longer meets the eligibility requirements of the Plan.

2.2 "Adoption Agreement" means the written agreement pursuant to which the Employer adopts the Plan. The Adoption Agreement is a part of the Plan as applied to the Employer.

2.3 "Beneficiary" means the person, persons, entity or entities designated or determined pursuant to the provisions of Section 13 of the Plan.

2.4 "Board" means the Board of Directors of the Company, if the Company is a corporation. If the Company is not a corporation, "Board" shall mean the Company.

2.5 "Change in Control Event" means an event described in Section 409A(a)(2)(A)(v) of the Code (or any successor provision thereto) and the regulations thereunder.

2.6 "Committee" means the persons or entity designated in the Adoption Agreement to administer the Plan. If the Committee designated in the Adoption Agreement is unable to serve, the Employer shall satisfy the duties of the Committee provided for in Section 9.

2.7 "Company" means the company designated in the Adoption Agreement as such.

2.8 "Compensation" shall have the meaning designated in the Adoption Agreement.

2.9 "Crediting Date" means the date designated in the Adoption Agreement for crediting the amount of any Participant Deferral Credits to the Deferred Compensation Account of a Participant. Employer Credits may be credited to the Deferred Compensation Account of a Participant on any day that securities are traded on a national securities exchange.

2.10 "Deferred Compensation Account" means the account maintained with respect to each Participant under the Plan. The Deferred Compensation Account shall be credited with Participant Deferral Credits and Employer Credits, credited or debited for deemed investment gains or losses, and adjusted for payments in accordance with the rules and elections in effect under Section 8. The Deferred Compensation Account of a Participant shall include any In-Service or Education Account of the Participant, if applicable.

2.11 "Disabled" means Disabled within the meaning of Section 409A of the Code and the regulations thereunder. Generally, this means that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months,

or is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering Employees of the Employer.

2.12 "Education Account" is an In-Service Account which will be used by the Participant for educational purposes.

2.13 "Effective Date" shall be the date designated in the Adoption Agreement.

2.14 "Employee" means an individual in the Service of the Employer if the relationship between the individual and the Employer is the legal relationship of employer and employee and if the individual is a highly compensated or management employee of the Employer. An individual shall cease to be an Employee upon the Employee's separation from Service.

2.15 "Employer" means the Company, as identified in the Adoption Agreement, and any Participating Employer which adopts this Plan. An Employer may be a corporation, a limited liability company, a partnership or sole proprietorship.

2.16 "Employer Credits" means the amounts credited to the Participant's Deferred Compensation Account by the Employer pursuant to the provisions of Section 4.2.

2.17 "Grandfathered Amounts" means, if applicable, the amounts that were deferred under the Plan and were earned and vested within the meaning of Section 409A of the Code and regulations thereunder as of December 31, 2004. Grandfathered Amounts shall be subject to the terms designated in the Adoption Agreement.

2.18 "Independent Contractor" means an individual in the Service of the Employer if the relationship between the individual and the Employer is not the legal relationship of employer and employee. An individual shall cease to be an Independent Contractor upon the termination of the Independent Contractor's Service. An Independent Contractor shall include a director of the Employer who is not an Employee.

2.19 "In-Service Account" means a separate account to be kept for each Participant that has elected to take in-service distributions as described in Section 5.4. The In-Service Account shall be adjusted in the same manner and at the same time as the Deferred Compensation Account under Section 8 and in accordance with the rules and elections in effect under Section 8.

2.20 "Normal Retirement Age" of a Participant means the age designated in the Adoption Agreement.

2.21 "Participant" means with respect to any Plan Year an Employee or Independent Contractor who has been designated by the Committee as a Participant and who has entered the Plan or who has a Deferred Compensation Account under the Plan.

2.22 "Participant Deferral Credits" means the amounts credited to the Participant's Deferred Compensation Account by the Employer pursuant to the provisions of Section 4.1.

2.23 "Participating Employer" means any trade or business (whether or not incorporated) which adopts this Plan with the consent of the Company identified in the Adoption Agreement.

2.24 "Participation Agreement" means a written agreement entered into between a Participant and the Employer pursuant to the provisions of Section 4.1

2.25 "Performance-Based Compensation" means compensation where the amount of, or entitlement to, the compensation is contingent on the satisfaction of preestablished organizational or individual performance criteria relating to a performance period of at least twelve months. Organizational or individual performance criteria are considered preestablished if established in writing within 90 days after the commencement of the period of service to which the criteria relates, provided that the outcome is substantially uncertain at the time the criteria are established. Performance-based compensation may include payments based upon subjective performance criteria as provided in regulations and administrative guidance promulgated under Section 409A of the Code.

2.26 "Plan" means The Executive Nonqualified Excess Plan, as herein set out and as set out in the Adoption Agreement, or as duly amended. The name of the Plan as applied to the Employer shall be designated in the Adoption Agreement.

2.27 "Plan-Approved Domestic Relations Order" shall mean a judgment, decree, or order (including the approval of a settlement agreement) which is:

2.27.1 Issued pursuant to a State's domestic relations law;

2.27.2 Relates to the provision of child support, alimony payments or marital property rights to a Spouse, former Spouse, child or other dependent of the Participant;

2.27.3 Creates or recognizes the right of a Spouse, former Spouse, child or other dependent of the Participant to receive all or a portion of the Participant's benefits under the Plan;

2.27.4 Requires payment to such person of their interest in the Participant's benefits in an immediate lump payment; and

2.27.5 Meets such other requirements established by the Committee.

2.28 "Plan Year" means the twelve-month period ending on the last day of the month designated in the Adoption Agreement; provided that the initial Plan Year may have fewer than twelve months.

2.29 "Qualifying Distribution Event" means (i) the Separation from Service of the Participant, (ii) the date the Participant becomes Disabled, (iii) the death of the Participant, (iv) the time specified by the Participant for an In-Service or Education Distribution, (v) a Change in Control Event, or (vi) an Unforeseeable Emergency, each to the extent provided in Section 5.

2.30 "Seniority Date" shall have the meaning designated in the Adoption Agreement.

2.31 "Separation from Service" or **"Separates from Service"** means a "separation from service" within the meaning of Section 409A of the Code.

2.32 "Service" means employment by the Employer as an Employee. For purposes of the Plan, the employment relationship is treated as continuing intact while the Employee is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or

if longer, so long as the Employee's right to reemployment is provided either by statute or contract. If the Participant is an Independent Contractor, "Service" shall mean the period during which the contractual relationship exists between the Employer and the Participant. The contractual relationship is not terminated if the Participant anticipates a renewal of the contract or becomes an Employee.

2.33 "Service Bonus" means any bonus paid to a Participant by the Employer which is not Performance-Based Compensation.

2.34 "Specified Employee" means an employee who meets the requirements for key employee treatment under Section 416(i)(l)(A)(i), (ii) or (iii) of the Code (applied in accordance with the regulations thereunder and without regard to Section 416(i)(5) of the Code) at any time during the twelve month period ending on December 31 of each year (the "identification date"). Unless binding corporate action is taken to establish different rules for determining Specified Employees for all plans of the Company and its controlled group members that are subject to Section 409A of the Code, the foregoing rules and the other default rules under the regulations of Section 409A of the Code shall apply. If the person is a key employee as of any identification date, the person is treated as a Specified Employee for the twelve-month period beginning on the first day of the fourth month following the identification date.

2.35 "Spouse" or "**Surviving Spouse"** means, except as otherwise provided in the Plan, a person who is the legally married spouse or surviving spouse of a Participant.

2.36 "Unforeseeable Emergency" means an "unforeseeable emergency" within the meaning of Section 409A of the Code.

2.37 "Years of Service" means each Plan Year of Service completed by the Participant. For vesting purposes, Years of Service shall be calculated from the date designated in the Adoption Agreement and Service shall be based on service with the Company and all Participating Employers.

Section 3. Participation:

The Committee in its discretion shall designate each Employee or Independent Contractor who is eligible to participate in the Plan. A Participant who separates from Service with the Employer and who later returns to Service will not be an Active Participant under the Plan except upon satisfaction of such terms and conditions as the Committee shall establish upon the Participant's return to Service, whether or not the Participant shall have a balance remaining in the Deferred Compensation Account under the Plan on the date of the return to Service.

Section 4. Credits to Deferred Compensation Account:

4.1 Participant Deferral Credits. To the extent provided in the Adoption Agreement, each Active Participant may elect, by entering into a Participation Agreement with the Employer, to defer the receipt of Compensation from the Employer by a dollar amount or percentage specified in the Participation Agreement. The amount of Compensation the Participant elects to defer, the Participant Deferral Credit, shall be credited by the Employer to the Deferred Compensation Account maintained for the Participant pursuant to Section 8. The following special provisions shall apply with respect to the Participant Deferral Credits of a Participant:

4.1.1 The Employer shall credit to the Participant's Deferred Compensation Account on each Crediting Date an amount equal to the total Participant Deferral Credit for the period ending on such Crediting Date.

4.1.2 An election pursuant to this Section 4.1 shall be made by the Participant by executing and delivering a Participation Agreement to the Committee. Except as otherwise provided in this Section 4.1, the Participation Agreement shall become effective with respect to such Participant as of the first day of January following the date such Participation Agreement is received by the Committee. A Participant's election may be changed at any time prior to the last permissible date for making the election as permitted in this Section 4.1, and shall thereafter be irrevocable. The election of a Participant shall continue in effect for subsequent years until modified by the Participant as permitted in this Section 4.1.

4.1.3 A Participant may execute and deliver a Participation Agreement to the Committee within 30 days after the date the Participant first becomes eligible to participate in the Plan to be effective as of the first payroll period next following the date the Participation Agreement is fully executed. Whether a Participant is treated as newly eligible for participation under this Section shall be determined in accordance with Section 409A of the Code and the regulations thereunder, including (i) rules that treat

all elective deferral account balance plans as one plan, and (ii) rules that treat a previously eligible employee as newly eligible if his benefits had been previously distributed or if he has been ineligible for 24 months. For Compensation that is earned based upon a specified performance period (for example, an annual bonus), where a deferral election is made under this Section but after the beginning of the performance period, the election will only apply to the portion of the Compensation equal to the total amount of the Compensation for the service period multiplied by the ratio of the number of days remaining in the performance period after the election over the total number of days in the performance period.

4.1.4 A Participant may unilaterally modify a Participation Agreement (either to terminate, increase or decrease the portion of his future Compensation which is subject to deferral within the percentage limits set forth in Section 4.1 of the Adoption Agreement) by providing a written modification of the Participation Agreement to the Committee.The modification shall become effective as of the first day of January following the date such written modification is received by the Committee.

4.1.5 If the Participant performed services continuously from the later of the beginning of the performance period or the date upon which the performance criteria are established through the date upon which the Participant makes an initial deferral election, a Participation Agreement relating to the deferral of Performance-Based Compensation may be executed and delivered to the Committee no later than the date which is 6 months prior to the end of the performance period, provided that in no event may an election to defer Performance-Based Compensation be made after such Compensation has become readily ascertainable.

4.1.6 If the Employer has a fiscal year other than the calendar year, Compensation relating to Service in the fiscal year of the Employer (such as a bonus based on the fiscal year of the Employer), of which no amount is paid or payable during the fiscal year, may be deferred at the Participant's election if the election to defer is made not later than the close of the Employer's fiscal year next preceding the first fiscal year in which the Participant performs any services for which such Compensation is payable.

4.1.7 Compensation payable after the last day of the Participant's taxable year solely for services provided during the final payroll period containing the last day of the Participant's taxable year (i.e., December 31) is treated for purposes of this Section 4.1 as Compensation for services performed in the subsequent taxable year.

4.1.8 The Committee may from time to time establish policies or rules consistent with the requirements of Section 409A of the Code to govern the manner in which Participant Deferral Credits may be made.

4.1.9 If a Participant becomes Disabled or applies for and is eligible for a distribution on account of an Unforeseeable Emergency during a Plan Year, his deferral election for such Plan Year shall be cancelled.

4.2 Employer Credits. If designated by the Employer in the Adoption Agreement, the Employer shall cause the

Committee to credit to the Deferred Compensation Account of each Active

Participant an Employer Credit as determined in accordance with the Adoption Agreement. A Participant must make distribution elections with respect to any Employer Credits credited to his Deferred Compensation Account by the deadline that would apply under Section 4.1 for distribution elections with respect to Participant Deferral Credits credited at the same time, on a Participation Agreement that is timely executed and delivered to the Committee pursuant to Section 4.1.

4.3 Deferred Compensation Account. All Participant Deferral Credits and Employer Credits shall be credited to the Deferred Compensation Account of the Participant as provided in Section 8.

Section 5. Qualifying Distribution Events:

5.1 Separation from Service. If the Participant Separates from Service with the Employer, the vested balance in the Deferred Compensation Account shall be paid to the Participant by the Employer as provided in Section 7. Notwithstanding the foregoing, no distribution shall be made earlier than six months after the date of Separation from Service (or, if earlier, the date of death) with respect to a Participant who as of the date of Separation from Service is a Specified Employee of a corporation the stock in which is traded on an established securities market or otherwise. Any payments to which a Specified Employee would be entitled during the first six months following the date of Separation from Service shall be accumulated and paid on the first day of the seventh month following the date of Separation from Service.

5.2 Disability. If the Employer designates in the Adoption Agreement that distributions are permitted under the Plan when a Participant becomes Disabled, and the Participant becomes Disabled while in Service, the vested balance in the Deferred Compensation Account shall be paid to the Participant by the Employer as provided in Section 7.

5.3 Death. If the Participant dies while in Service, the Employer shall pay a benefit to the Participant's Beneficiary in the amount designated in the Adoption Agreement. Payment of such benefit shall be made by the Employer as provided in Section 7.

5.4 In-Service or Education Distributions. If the Employer designates in the Adoption Agreement that in-service or education distributions are permitted under the Plan, a Participant may designate in the Participation Agreement to have a specified amount credited to the Participant's In-Service or Education Account for in-service or education distributions at the date specified by the Participant. In no event may an in- service or education distribution of an amount be made before the date that is two years after the first day of the year in which such amount was credited to the In-Service or Education Account. Notwithstanding the foregoing, if a Participant incurs a Qualifying Distribution Event prior to the date on which the entire balance in the In-Service or Education Account has been distributed, then the balance in the In-Service or Education Account on the date of the Qualifying Distribution Event shall be paid as provided under Section 7.1 for payments on such Qualifying Distribution Event.

5.5 Change in Control Event. If the Employer designates in the Adoption Agreement that distributions are permitted under the Plan upon the occurrence of a Change in Control Event, the Participant may designate in the Participation Agreement to have the vested balance in the Deferred Compensation Account paid to the Participant upon a Change in Control Event by the Employer as provided in Section 7.

5.6 Unforeseeable Emergency. If the Employer designates in the Adoption Agreement that distributions are permitted under the Plan upon the occurrence of an Unforeseeable Emergency event, a distribution from the Deferred Compensation Account may be made to a Participant in the event of an Unforeseeable Emergency, subject to the following provisions:

5.6.1 A Participant may, at any time prior to his Separation from Service for any reason, make application to the Committee to receive a distribution in a lump sum of all or a portion of the vested

balance in the Deferred Compensation Account (determined as of the date the distribution, if any, is made under this Section 5.6) because of an Unforeseeable Emergency. A distribution because of an Unforeseeable Emergency shall not exceed the amount required to satisfy the Unforeseeable Emergency plus amounts necessary to pay taxes reasonably anticipated as a result of such distribution, after taking into account the extent to which the Unforeseeable Emergency may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship) or by stopping current deferrals under the Plan pursuant to Section 4.1.9.

5.6.2 The Participant's request for a distribution on account of Unforeseeable Emergency must be made in writing to the Committee. The request must specify the nature of the financial hardship, the total amount requested to be distributed from the Deferred Compensation Account, and the total amount of the actual expense incurred or to be incurred on account of the Unforeseeable Emergency.

5.6.3 If a distribution under this Section 5.6 is approved by the Committee, such distribution will be made as soon as practicable following the date it is approved. The processing of the request shall be completed as soon as practicable from the date on which the Committee receives the properly completed written request for a distribution on account of an Unforeseeable Emergency. If a Participant's Separation from Service occurs after a request is approved in accordance with this Section 5.6.3, but prior to distribution of the full amount approved, the approval of the request shall be automatically null and void and the benefits which the Participant is entitled to receive under the Plan shall be distributed in accordance with the applicable distribution provisions of the Plan.

5.6.4 The Committee may from time to time adopt additional policies or rules consistent with the requirements of Section 409A of the Code to govern the manner in which such distributions may be made so that the Plan may be conveniently administered.

Section 6. Vesting:

A Participant shall be fully vested in the portion of his Deferred Compensation Account attributable to Participant Deferral Credits, and all income, gains and losses attributable thereto. A Participant shall become fully vested in the portion of his Deferred Compensation Account attributable to Employer Credits, and income, gains and losses attributable thereto, in accordance with the vesting schedule and provisions designated by the Employer in the Adoption Agreement. If a Participant's Deferred Compensation Account is not fully vested upon Separation from Service, the portion of the Deferred Compensation Account that is not fully vested shall thereupon be forfeited.

Section 7. Distribution Rules:

7.1 Payment Options. The Employer shall designate in the Adoption Agreement the payment options which may be elected by the Participant (lump sum, annual installments, or a combination of both). Different payment options may be made available for each Qualifying Distribution Event, and different payment options may be available for different types of Separations from Service, all as designated in the Adoption Agreement. The Participant shall elect in the Participation Agreement the method under which the vested balance in the Deferred Compensation Account will be distributed from among the designated payment options. The Participant may at such time elect a different method of payment for each Qualifying Distribution Event as specified in the Adoption Agreement. If the Participant is permitted by the Employer in the Adoption Agreement to elect different payment options and does not make a valid election, the vested balance in the Deferred Compensation Account will be distributed as a lump sum.

Notwithstanding the foregoing, if certain Qualifying Distribution Events occur prior to the date on which the vested balance of a Participant's Deferred Compensation Account is completely paid pursuant to this Section 7.1 following the occurrence of certain initial Qualifying Distribution Events, the following rules apply:

7.1.1 If the initial Qualifying Distribution Event is a Separation from Service or Disability, and the Participant subsequently dies, the remaining unpaid vested balance of a Participant's Deferred Compensation Account shall be paid as a lump sum.

7.1.2 If the initial Qualifying Distribution Event is a Change in Control Event, and any subsequent Qualifying Distribution Event occurs (except an In-Service or Education Distribution described in Section 2.29(iv)), the remaining unpaid vested balance of a Participant's Deferred Compensation Account shall be paid as provided under Section 7.1 for payments on such subsequent Qualifying Distribution Event.

7.2 Timing of Payments. Payment shall be made in the manner elected by the Participant and shall commence as soon as practicable after (but no later than 60 days after) the distribution date elected for the Qualifying Distribution Event. In the event the Participant fails to make a valid election of the payment method, the distribution will be made in a single lump sum payment as soon as practicable

after (but no later than 60 days after) the Qualifying Distribution Event. A payment may be further delayed to the extent permitted in accordance with regulations and guidance under Section 409A of the Code.

7.3 Installment Payments. If the Participant elects to receive installment payments upon a Qualifying Distribution Event, the payment of each annual installment shall be made on the anniversary of the date of the first installment payment, and the amount of the annual installment shall be adjusted on such anniversary for credits or debits to the Participant's account pursuant to Section 8 of the Plan. Such adjustment shall be made by dividing the balance in the Deferred Compensation Account on such date by the number of annual installments remaining to be paid hereunder; provided that the last annual installment due under the Plan shall be the entire amount credited to the Participant's account on the date of payment.

7.4 De Minimis Amounts. Notwithstanding any payment election made by the Participant, if the Employer designates a pre-determined de minimis amount in the Adoption Agreement, the vested balance in the Deferred Compensation Account of the Participant will be distributed in a single lump sum payment if at the time of a permitted Qualifying Distribution Event the vested balance does not exceed such pre-determined de minimis amount; provided, however, that such distribution will be made only where the Qualifying Distribution Event is a Separation from Service, death, Disability (if applicable) or Change in Control Event (if applicable). Such payment shall be made on or before the later of (i) December 31 of the calendar year in which the Qualifying Distribution Event occurs, or (ii) the date that is 2-1/2 months after the Qualifying Distribution Event occurs. In addition, the Employer may distribute a Participant's vested balance at any time if the balance does not exceed the limit in Section 402(g)(1)(B) of the Code and results in the termination of the Participant's entire interest in the Plan as provided under Section 409A of the Code.

7.5 Subsequent Elections. With the consent of the Committee, a Participant may delay or change the method of payment of the Deferred Compensation Account subject to the following requirements:

7.5.1 The new election may not take effect until at least 12 months after the date on which the new election is made.

7.5.2 If the new election relates to a payment for a Qualifying Distribution Event other than the death of the Participant, the Participant becoming Disabled, or an Unforeseeable Emergency, the new election must provide for the deferral of the payment for a period of at least five years from the date such payment would otherwise have been made.

7.5.3 If the new election relates to a payment from the In-Service or Education Account, the new election must be made at least 12 months prior to the date of the first scheduled payment from such account.

For purposes of this Section 7.5 and Section 7.6, a payment is each separately identified amount to which the Participant is entitled under the Plan; provided, that entitlement to a series of installment payments is treated as the entitlement to a single payment.

7.6 Acceleration Prohibited. The acceleration of the time or schedule of any payment due under the Plan is prohibited except as expressly provided in regulations and administrative guidance promulgated under Section 409A of the Code (such as accelerations for domestic relations orders and employment taxes). It is not an acceleration of the time or schedule of payment if the Employer waives or accelerates the vesting requirements applicable to a benefit under the Plan.

Section 8. Accounts; Deemed Investment; Adjustments to Account:

8.1 Accounts. The Committee shall establish a book reserve account, entitled the "Deferred Compensation Account," on behalf of each Participant. The Committee shall also establish an In-Service or Education Account as a part of the Deferred Compensation Account of each Participant, if applicable. The amount credited to the Deferred Compensation Account shall be adjusted pursuant to the provisions of Section 8.3.

8.2 Deemed Investments. The Deferred Compensation Account of a Participant shall be credited with an investment return determined as if the account were invested in one or more investment funds made available by the Committee. The Participant shall elect the investment funds in which his Deferred Compensation Account shall be deemed to be invested. Such election shall be made in the manner prescribed by the Committee and shall take effect upon the entry of the Participant into the Plan. The investment election of the Participant shall remain in effect until a new election is made by the Participant. In the event the Participant fails for any reason to make an effective election of the investment return to be credited to his account, the investment return shall be determined by the Committee.

8.3 Adjustments to Deferred Compensation Account. With respect to each Participant who has a Deferred Compensation Account under the Plan, the amount credited to such account shall be adjusted by the following debits and credits, at the times and in the order stated:

8.3.1 The Deferred Compensation Account shall be debited each business day with the total amount of any payments made from such account since the last preceding business day to him or for his benefit.

8.3.2 The Deferred Compensation Account shall be credited on each Crediting Date with the total amount of any Participant Deferral Credits and Employer Credits to such account since the last preceding Crediting Date.

8.3.3 The Deferred Compensation Account shall be credited or debited on each day securities are traded on a national stock exchange with the amount of deemed investment gain or loss resulting from the performance of the investment funds elected by the Participant in accordance with Section 8.2. The amount of such deemed investment gain or loss shall be determined by the Committee and such determination shall be final and conclusive upon all concerned.

Section 9. Administration by Committee:

9.1 Membership of Committee. If the Committee consists of individuals appointed by the Board, they will serve at the pleasure of the Board. Any member of the Committee may resign, and his successor, if any, shall be appointed by the Board.

9.2 General Administration. The Committee shall be responsible for the operation and administration of the Plan and for carrying out its provisions. The Committee shall have the full authority and discretion to make, amend, interpret, and enforce all appropriate rules and regulations for the administration of this Plan and decide or resolve any and all questions, including interpretations of this Plan, as may arise in connection with this Plan. Any such action taken by the Committee shall be final and conclusive on any party. To the extent the Committee has been granted discretionary authority under the Plan, the Committee's prior exercise of such authority shall not obligate it to exercise its authority in a like fashion thereafter. The Committee shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports furnished by any actuary, accountant, controller, counsel or other person employed or engaged by the Employer with respect to the Plan. The Committee may, from time to time, employ agents and delegate to such agents, including employees of the Employer, such administrative or other duties as it sees fit.

9.3 Indemnification. To the extent not covered by insurance, the Employer shall indemnify the Committee, each employee, officer, director, and agent of the Employer, and all persons formerly serving in such capacities, against any and all liabilities or expenses, including all legal fees relating thereto, arising in connection with the exercise of their duties and responsibilities with respect to the Plan, provided however that the Employer shall not indemnify any person for liabilities or expenses due to that person's own gross negligence or willful misconduct

Section 10. Contractual Liability:

10.1 Contractual Liability. Unless otherwise elected in the Adoption Agreement, the Company shall be obligated to make all payments hereunder. This obligation shall constitute a contractual liability of the Company to the Participants, and such payments shall be made from the general funds of the Company. The Company shall not be required to establish or maintain any special or separate fund, or otherwise to segregate assets to assure that such payments shall be made, and the

Participants shall not have any interest in any particular assets of the Company by reason of its obligations hereunder. To the extent that any person acquires a right to receive payment from the Company, such right shall be no greater than the right of an unsecured creditor of the Company.

10.2 Trust. The Employer may establish a trust to assist it in meeting its obligations under the Plan. Any such trust would be treated as a grantor trust for purposes of the Code and all assets of the trust would be held in the United States. The establishment of such a trust would not be intended to cause Participants to realize current income on amounts contributed thereto, and the trust would be so interpreted and administered.

Section 11. Allocation of Responsibilities:

The persons responsible for the Plan and the duties and responsibilities allocated to each are as follows:

11.1 Board.

(i) To amend the Plan;

(ii) To appoint and remove members of the Committee; and

(iii) To terminate the Plan as permitted in Section 14.

11.2 Committee.

(i) To designate Participants;

(ii) To interpret the provisions of the Plan and to determine the rights of the Participants under the Plan, except to the extent otherwise provided in Section 16 relating to claims procedure;

(iii) To administer the Plan in accordance with its terms, except to the extent powers to administer the Plan are specifically delegated to another person or persons as provided in the Plan;

(iv) To account for the amount credited to the Deferred Compensation Account of a Participant; and

(v) To direct the Employer in the payment of benefits.

(vi) To file such reports as may be required with the United States Department of Labor, the Internal Revenue Service and any other government agency to which reports may be required to be submitted from time to time; and

(vii) To administer the claims procedure to the extent provided in Section 16.

Section 12. Benefits Not Assignable; Facility of Payments:

12.1 Benefits Not Assignable. No portion of any benefit credited or paid under the Plan with respect to any Participant shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void, nor shall any portion of such benefit be in any manner payable to any assignee, receiver or any one trustee, or be liable for his debts, contracts, liabilities, engagements or torts. Notwithstanding the foregoing, in the event that all or any portion of the benefit of a Participant is transferred to the former Spouse of the Participant incident to a divorce, the Committee shall maintain such amount for the benefit of the former Spouse until distributed in the manner required by an order of any court having jurisdiction over the divorce, and the former Spouse shall be entitled to the same rights as the Participant with respect to such benefit.

12.2 Plan-Approved Domestic Relations Orders. The Committee shall establish procedures for determining whether an order directed to the Plan is a Plan- Approved Domestic Relations Order. If the Committee determines that an order is a Plan-Approved Domestic Relations Order, the Committee shall cause the payment of amounts pursuant to or segregate a separate account as provided by (and to prevent any payment or act which might be inconsistent with) the Plan-Approved Domestic Relations Order.

12.3 Payments to Minors and Others. If any individual entitled to receive a payment under the Plan shall be physically, mentally or legally incapable of receiving or acknowledging receipt of such payment, the Committee, upon the receipt of satisfactory evidence of his incapacity and satisfactory evidence that another person or institution is maintaining him and that no guardian or

committee has been appointed for him, may cause any payment otherwise payable to him to be made to such person or institution so maintaining him. Payment to such person or institution shall be in full satisfaction of all claims by or through the Participant to the extent of the amount thereof.

Section 13. Beneficiary:

The Participant's beneficiary shall be the person, persons, entity or entities designated by the Participant on the beneficiary designation form provided by and filed with the Committee or its designee. If the Participant does not designate a beneficiary, the beneficiary shall be his Surviving Spouse. If the Participant does not designate a beneficiary and has no Surviving Spouse, the beneficiary shall be the Participant's estate. The designation of a beneficiary may be changed or revoked only by filing a new beneficiary designation form with the Committee or its designee. If a beneficiary (the "primary beneficiary") is receiving or is entitled to receive payments under the Plan and dies before receiving all of the payments due him, the balance to which he is entitled shall be paid to the contingent beneficiary, if any, named in the Participant's current beneficiary designation form. If there is no contingent beneficiary, the balance shall be paid to the estate of the primary beneficiary. Any beneficiary may disclaim all or any part of any benefit to which such beneficiary shall be entitled hereunder by filing a written disclaimer with the Committee before payment of such benefit is to be made. Such a disclaimer shall be made in a form satisfactory to the Committee and shall be irrevocable when filed. Any benefit disclaimed shall be payable from the Plan in the same manner as if the beneficiary who filed the disclaimer had predeceased the Participant.

Section 14. Amendment and Termination of Plan:

The Company may amend any provision of the Plan or terminate the Plan at any time; provided, that in no event shall such amendment or termination reduce the balance in any Participant's Deferred Compensation Account as of the date of such amendment or termination, nor shall any such

amendment affect the terms of the Plan relating to the payment of such Deferred Compensation Account. Notwithstanding the foregoing, the following special provisions shall apply:

14.1 Termination in the Discretion of the Employer. Except as otherwise provided in Sections 14.2, the Company in its discretion may terminate the Plan and distribute benefits to Participants subject to the following requirements and any others specified under Section 409A of the Code:

14.1.1 All arrangements sponsored by the Employer that would be aggregated with the Plan under Section 1.409A-l(c) of the Treasury Regulations are terminated.

14.1.2 No payments other than payments that would be payable under the terms of the Plan if the termination had not occurred are made within 12 months of the termination date.

14.1.3 All benefits under the Plan are paid within 24 months of the termination

14.1.4 The Employer does not adopt a new arrangement that would be aggregated with the Plan under Section 1.409A-1(c) of the Treasury Regulations providing for the deferral of compensation at any time within 3 years following the date of termination of the Plan.

14.1.5 The termination does not occur proximate to a downturn in the financial health of the Employer.

14.2 Termination Upon Change in Control Event. If the Company terminates the Plan within thirty days preceding or twelve months following a Change in Control Event, the Deferred Compensation Account of each Participant shall become fully vested and payable to the Participant in a lump sum within twelve months following the date of termination, subject to the requirements of Section 409A of the Code.

Section 15. Communication to Participants:

The Employer shall make a copy of the Plan available for inspection by Participants and their beneficiaries during reasonable hours at the principal office of the Employer.

Section 16. Claims Procedure:

The following claims procedure shall apply with respect to the Plan:

16.1 Filing of a Claim for Benefits. If a Participant or Beneficiary (the "claimant") believes

that he is entitled to benefits under the Plan which are not being paid to him or which are not being accrued for his benefit, he shall file a written claim therefore with the Committee.

16.2 Notification to Claimant of Decision. Within 90 days after receipt of a claim by the Committee (or within 180 days if special circumstances require an extension of time), the Committee shall notify the claimant of the decision with regard to the claim. In the event of such special circumstances requiring an extension of time, there shall be furnished to the claimant prior to expiration of the initial 90-day period written notice of the extension, which notice shall set forth the special circumstances and the date by which the decision shall be furnished. If such claim shall be wholly or partially denied, notice thereof shall be in writing and worded in a manner calculated to be understood by the claimant, and shall set forth: (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent provisions of the Plan on which the denial is based; (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and (iv) an explanation of the procedure for review of the denial and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA following an adverse benefit determination on review. Notwithstanding the foregoing, if the claim relates to a disability determination, the Committee shall notify the claimant of the decision within 45 days (which may be extended for an additional 30 days if required by special circumstances).

16.3 Procedure for Review. Within 60 days following receipt by the claimant of notice denying his claim, in whole or in part, or, if such notice shall not be given, within 60 days following the latest date on which such notice could have been timely given, the claimant may appeal denial of the claim by filing a written application for review with the Committee. Following such request for review, the Committee shall fully and fairly review the decision denying the claim. Prior to the decision of the Committee, the claimant shall be given an opportunity to review pertinent documents and to submit issues and comments in writing.

16.4 Decision on Review. The decision on review of a claim denied in whole or in part by

the Committee shall be made in the following manner:

16.4.1 Within 60 days following receipt by the Committee of the request for review (or within 120 days if special circumstances require an extension of time), the Committee shall notify the claimant in writing of its decision with regard to the claim. In the event of such special circumstances requiring an extension of time, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. Notwithstanding the foregoing, if the claim relates to a disability determination, the Committee shall notify the claimant of the decision within 45 days (which may be extended for an additional 45 days if required by special circumstances).

16.4.2 With respect to a claim that is denied in whole or in part, the decision on review shall set forth specific reasons for the decision, shall be written in a manner calculated to be understood by the claimant, and shall set forth:

(i) the specific reason or reasons for the adverse determination;

(ii) specific reference to pertinent Plan provisions on which the adverse determination is based;

(iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and

(iv) a statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to obtain the information about such procedures, as well as a statement of the claimant's right to bring an action under ERISA section 502(a).

16.4.3 The decision of the Committee shall be final and conclusive.

16.5 Action by Authorized Representative of Claimant. All actions set forth in this Section 16 to be taken by the claimant may likewise be taken by a representative of the claimant duly authorized by him to act in his behalf on such matters. The Committee may require such evidence as either may reasonably deem necessary or advisable of the authority to act of any such representative.

Section 17. Miscellaneous Provisions:

17.1 Set off. Notwithstanding any other provision of this Plan, the Employer may reduce the amount of any payment otherwise payable to or on behalf of a Participant hereunder (net of any required withholdings) at the time payment is due by the amount of any loan, cash advance, extension of credit or

other obligation of the Participant to the Employer that is then due and payable, and the Participant shall be deemed to have consented to such reduction. In addition, the Employer may at any time offset a Participant's Deferral Compensation Account by an amount up to $5,000 to collect any such amount in accordance with the requirements of Section 409A of the Code.

17.2 Notices. Each Participant who is not in Service and each Beneficiary shall be responsible for furnishing the Committee or its designee with his current address for the mailing of notices and benefit payments. Any notice required or permitted to be given to such Participant or Beneficiary shall be deemed given if directed to such address and mailed by regular United States mail, first class, postage prepaid. If any check mailed to such address is returned as undeliverable to the addressee, mailing of checks will be suspended until the Participant or Beneficiary furnishes the proper address. This provision shall not be construed as requiring the mailing of any notice or notification otherwise permitted to be given by posting or by other publication.

17.3 Lost Distributees. A benefit shall be deemed forfeited if the Committee is unable to locate the Participant or Beneficiary to whom payment is due on or before the fifth anniversary of the date payment is to be made or commence; provided, that the deemed investment rate of return pursuant to Section 8.2 shall cease to be applied to the Participant's account following the first anniversary of such date; provided further, however, that such benefit shall be reinstated if a valid claim is made by or on behalf of the Participant or Beneficiary for all or part of the forfeited benefit.

17.4 Reliance on Data. The Employer and the Committee shall have the right to rely on any data provided by the Participant or by any Beneficiary. Representations of such data shall be binding upon any party seeking to claim a benefit through a Participant, and the Employer and the Committee shall have no obligation to inquire into the accuracy of any representation made at any time by a Participant or Beneficiary.

17.5 Receipt and Release for Payments. Subject to the provisions of Section 17.1, any payment made from the Plan to or with respect to any Participant or Beneficiary, or pursuant to a

disclaimer by a Beneficiary, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Plan and the Employer with respect to the Plan. The recipient of any payment from the Plan may be required by the Committee, as a condition precedent to such payment, to execute a receipt and release with respect thereto in such form as shall be acceptable to the Committee.

17.6 Headings. The headings and subheadings of the Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

17.7 Continuation of Employment. The establishment of the Plan shall not be construed as conferring any legal or other rights upon any Employee or any persons for continuation of employment, nor shall it interfere with the right of the Employer to discharge any Employee or to deal with him without regard to the effect thereof under the Plan.

17.8 Merger or Consolidation; Assumption of Plan. No Employer shall consolidate or merge into or with another corporation or entity, or transfer all or substantially all of its assets to another corporation, partnership, trust or other entity (a"Successor Entity") unless such Successor Entity shall assume the rights, obligations and liabilities of the Employer under the Plan and upon such assumption, the Successor Entity shall become obligated to perform the terms and conditions of the Plan. Nothing herein shall prohibit the assumption of the obligations and liabilities of the Employer under the Plan by any Successor Entity.

17.9 Construction. The Employer shall designate in the Adoption Agreement the state according to whose laws the provisions of the Plan shall be construed and enforced, except to the extent that such laws are superseded by ERISA and the applicable requirements of the Code.

17.10 Taxes. The Employer or other payor may withhold a benefit payment under the Plan or a Participant's wages, or the Employer may reduce a Participant's Account balance, in order to meet any federal, state, or local tax withholding obligations with respect to Plan benefits, as permitted under Section 409A of the Code. The Employer or other payor shall report Plan payments and other Plan-related information to the appropriate governmental agencies as required under applicable laws.

Section 18. Transition Rules:

This Section 18 does not apply to plans newly established on or after January 1, 2008.

18.1 2005 Election Termination. Notwithstanding Section 4.1.4, at any time during 2005, a Participant may terminate a Participation Agreement, or modify a Participation Agreement to reduce the amount of Compensation subject to the deferral election, so long as the Compensation subject to the terminated or modified Participation Agreement is includible in the income of the Participant in 2005 or, if later, in the taxable year in which the amounts are earned and vested.

18.2 2005 Deferral Election. The requirements of Section 4.1.2 relating to the timing of the Participation Agreement shall not apply to any deferral elections made on or before March 15, 2005, provided that (a) the amounts to which the deferral election relate have not been paid or become payable at the time of the election, (b) the Plan was in existence on or before December 31, 2004, (c) the election to defer compensation is made in accordance with the terms of the Plan as in effect on December 31, 2005 (other than a requirement to make a deferral election after March 15, 2005), and (d) the Plan is otherwise operated in accordance with the requirements of Section 409A of the Code.

18.3 2005 Termination of Participation; Distribution. Notwithstanding anything in this Plan to the contrary, at any time during 2005, a Participant may terminate his or her participation in the Plan and receive a distribution of his Deferred Compensation Account balance on account of that termination, so long as the full amount of such distribution is includible in the Participant's income in 2005 or, if later, in the taxable year of the Participant in which the amount is earned and vested.

18.4 Payment Elections. Notwithstanding the provisions of Sections 7.1 or 7.5 of the Plan, a Participant may elect on or before December 31, 2007, the time or form of payment of amounts subject to Section 409A of the Code provided that such election applies only to amounts that would not otherwise be payable in the year of the election and does not cause an amount to paid in the year of the election that would not otherwise be payable in such year.

NOTE: Execution of this Adoption Agreement creates a legal liability of the Employer with significant tax consequences to the Employer and Participants. The Employer should obtain legal and tax advice from its professional advisors before adopting the Plan. Principal Life Insurance Company disclaims all liability for the legal and tax consequences which result from the elections made by the Employer in this Adoption Agreement.

Principal Life Insurance Company. Raleigh, NC 27612
A member of the Principal Financial Group®

THE EXECUTIVE NONQUALIFIED "EXCESS" PLAN

ADOPTION AGREEMENT

THIS AGREEMENT is the adoption by MYLAN INTERNATIONAL HOLDINGS, INC. (the "Company") of the Executive Nonqualified Excess Plan ("Plan").

WITHNESSETH:

WHEREAS, the Company desires to adopt the Plan as an unfunded, nonqualified deferred compensation plan; and

WHEREAS, the provisions of the Plan are intended to comply with the requirements of Section 409A of the Code and the regulations thereunder and shall apply to amounts subject to section 409A; and

WHEREAS, the Company has been advised by Principal Life Insurance Company to obtain legal and tax advice from its professional advisors before adopting the Plan,

NOW, THEREFORE, the Company hereby adopts the Plan in accordance with the terms and conditions set forth in this Adoption Agreement:

ARTICLE I

Terms used in this Adoption Agreement shall have the same meaning as in the Plan, unless some other meaning is expressly herein set forth. The Employer hereby represents and warrants that the Plan has been adopted by the Employer upon proper authorization and the Employer hereby elects to adopt the Plan for the benefit of its Participants as referred to in the Plan. By the execution of this Adoption Agreement, the Employer hereby agrees to be bound by the terms of the Plan.

ARTICLE II

The Employer hereby makes the following designations or elections for the purpose of the Plan:

2.6 Committee: The duties of the Committee set forth in the Plan shall be satisfied by:

XX (a) Company

___ (b) The administrative committee appointed by the Board to serve at the pleasure of the Board.

___ (c) Board.

___ (d) Other (specify):_____ .

2.8 Compensation: The "Compensation" of a Participant shall mean all of a Participant's:

___ (a) Base salary.

___ (b) Service Bonus.

___ (c) Performance-Based Compensation earned in a period of 12 months or more.

___ (d) Commissions.

___ (e) Compensation received as an Independent Contractor reportable on Form 1099.

XX (f) Other: **N/A**

2.9 Crediting Date: The Deferred Compensation Account of a Participant shall be credited with the amount of any Participant Deferral to such account at the time designated below:

___ (a) The last business day of each Plan Year.

___ (b) The last business day of each calendar quarter during the Plan Year.

___ (c) The last business day of each month during the Plan Year.

___ (d) The last business day of each payroll period during the Plan Year.

___ (e) Each pay day as reported by the Employer.

XX (f) Any business day on which Participant Deferrals are received by the Provider.

___ (g) Other: _____.

2.13 Effective Date:

XX (a) This is a newly-established Plan, and the Effective Date of the Plan is **December 28, 2007.**

___ (b) This is an amendment and restatement of a plan named _____with an effective date of _____. The Effective Date of this amended and restated Plan is _____This is amendment number _____.

___ (i) All amounts in Deferred Compensation Accounts shall be subject to the provisions of this amended and restated Plan.

___ (ii) Any Grandfathered Amounts shall be subject to the Plan rules in effect on October 3, 2004.

2.20 Normal Retirement Age: The Normal Retirement Age of a Participant shall be:

XX (a) Age **65 .**

___ (b) The later of age____or the _____anniversary of the participation commencement date. The participation commencement date is the first day of the first Plan Year in which the Participant commenced participation in the Plan.

___ (c) Other: _____ .

2.23 Participating Employer (s): As of the Effective Date, the following Participating Employer(s) are parties to the Plan:

Name of employer	Address	Telephone No.	EIN
Mylan International Holdings, Inc.	110 Lake St. St Albans, VT 05478	(724) 514-1800	03-0365823

2.26 Plan: The name of the Plan is:

The Executive Plan for Rajiv Malik

2.28 **Plan Year:** The Plan Year shall end each year on the last day of the month of **December**.

2.30 **Seniority Date:** The date on which a Participant has:

XX	(a)	Attained age **65.**
___	(b)	Completed ____ Years of Service from First Date of Service.
___	(c)	Attained age ____ and completed ____ Years of Service from First Date of Service.
___	(d)	Attained an age as elected by the Participant.
___	(e)	Not applicable - distribution elections for Separation from Service are not based on Seniority Date

4.1 **Participant Deferral Credits:** Subject to the limitations of Section 4.1 of the Plan, a Participant may elect to have his Compensation (as selected in Section 2.8 of this Adoption Agreement) deferred within the annual limits below by the following percentage or amount as designated in writing to the Committee:

___ (a) Base salary:

minimum deferral:

maximum deferral: $ _____ or

___ (b) Service Bonus:

minimum deferral:

maximum deferral: $ _____ or

___ (c) Performance-Based Compensation:

minimum deferral:

maximum deferral: $ _____ or

___ (d) Commissions:

minimum deferral: _____%

maximum deferral:$_____or_____%

___ (e) Form 1099 Compensation:

minimum deferral: _____%

maximum deferral: $_____or_____%

___ (f) Other:

minimum deferral:_____%

maximum deferral: $_____or_____%

XX (g) Participant deferrals not allowed:

4.2 **Employer Credits:** Employer Credits will be made in the following manner:

XX (a) **Employer Discretionary Credits:** The Employer may make discretionary credits to the Deferred Compensation Account of each Active Participant in an amount determined as follows:

XX (i) An amount determined each Plan Year by the Employer.

___ (ii) Other: _____.

___ (b) **Other Employer Credits:** The Employer may make other credits to the Deferred Compensation Account of each Active Participant in an amount determined as follows:

___ (i) An amount determined each Plan Year by the Employer.

___ (ii) Other: _____.

___ (c) Employer Credits not allowed.

5.2 Disability of a Participant:

XX (a) Participants may elect upon initial enrollment to have accounts distributed upon becoming Disabled.

___ (b) Participants may not elect to have accounts distributed upon becoming Disabled.

5.3 Death of a Participant: If the Participant dies while in Service, the Employer shall pay a benefit to the Beneficiary in an amount equal to the vested balance in the Deferred Compensation Account of the Participant determined as of the date payments to the Beneficiary commence, plus:

___ (a) An amount to be determined by the Committee.

___ (b) Other:_____.

XX (c) No additional benefits.

5.4 In-Service or Education Distributions: In-Service and Education Accounts are permitted under the Plan:

___ (a) In-Service Accounts are allowed with respect to:

___ Participant Deferral Credits only.
___ Employer Credits only.
___ Participant Deferral and Employer Credits.

In-service distributions may be made in the following manner:
___ Single lump slim payment.
___ Annual installments over a term certain not to exceed ___ years.

Education Accounts are allowed with respect to:
___ Participant Deferral Credits only.
___ Employer Credits only.
___ Participant Deferral and Employer Credits.

Education Accounts distributions may be made in the following manner:
___ Single lump sum payment.
___ Annual installments over a term certain not to exceed ___ years.

If applicable, amounts not vested at the time payments due under this Section cease will be:
___ Forfeited
___ Distributed at Separation from Service if vested at that time

XX (b) No In-Service or Education Distributions permitted.

5.5 Change in Control Event:

XX (a) Participants may elect upon initial enrollment to have accounts distributed upon a Change in Control Event.

___ (b) Participants may not elect to have accounts distributed upon a Change in Control Event.

5.6 Unforeseeable Emergency Event:

___ (a) Participants may apply to have accounts distributed upon an Unforeseeable Emergency event.

XX (b) Participants may not apply to have accounts distributed upon a Unforeseeable Emergency event.

6. Vesting: An Active Participant shall be fully vested in the Employer Credits made to the Deferred Compensation Account upon the first to occur of the following events:

XX (a) Normal Retirement Age.

XX (b) Death,

XX (c) Disability,

XX (d) Change in Control Event

___ (e) Other:

XX (f) Satisfaction of the vesting requirement as specified below:

XX Employer Discretionary Credits:

XX (i) Immediate 100% vesting.
___ (ii) 100% vesting after ___ Years of Service.
___ (iii) 100% vesting at age ___.
___ (iv) Number of Years of Service / Vested Percentage

Number of Years of Service	Vested Percentage
Less than 1	_%
1	_%
2	_%
3	_%
4	_%
5	_%
6	_%
7	_%
8	_%
9	_%
10 or more	_%

For this purpose, Years of Service of a Participant shall be calculated from the date designated below:

XX (1) First Day of Service.

___ (2) Effective Date of Plan Participation.

___ (3) Each Crediting Date. Under this option (3), each Employer Credit shall vest based on the Years of Service of a Participant from the Crediting Date on which each Employer Discretionary Credit is made to his or her Deferred Compensation Account.

[N/A] Other Employer Credits:

___ (i) Immediate 100% vesting.

___ (ii) 100% vesting after ___ Years of Service.

___ (iii) 100%vesting at age ___.

___ (iv)

Number of Years of Service	Vested Percentage
Less than 1	_%
1	_%
2	_%
3	_%
4	_%
5	_%
6	_%
7	_%
8	_%
9	_%
10 or more	_%

For this purpose, Years of Service of a Participant shall be calculated from the date designated below:

___ (1) First Day of Service.

___ (2) Effective Date of Plan Participation.

___ (3) Each Crediting Date. Under this option (3), each Employer Credit shall vest based on the Years of Service of a Participant from the Crediting Date on which each Employer Discretionary Credit is made to his or her Deferred Compensation Account.

7.1 Payment Options: Any benefit payable under the Plan upon a permitted Qualifying Distribution Event may be made to the Participant or his Beneficiary (as applicable) in any of the following payment forms, as selected by the Participant in the Participation Agreement:

(a) Separation from Service prior to Seniority Date, or Separation from Service if Seniority Date is Not Applicable

XX (i) A lump sum.

___ (ii) Annual installments over a term certain as elected by the Participant not to exceed ____ years.

___ (iii) Other: _____.

(b) Separation from Service on or After Seniority Date, If Applicable

XX (i) A lump sum.

___ (ii) Annual installments over a term certain as elected by the Participant not to exceed years.

___ (iii) Other: _____.

(c) Separation from Service Upon a Change in Control Event

XX (i) A lump sum.

___ (ii) Annual installments over a term certain as elected by the Participant not to exceed years.

___ (iii) Other: _____.

(d) Death

XX (i) A lump sum.

___ (ii) Annual installments over a term certain as elected by the Participant not to exceed years.

___ (iii) Other: _____.

(e) Disability

XX (i) A lump sum.

___ (ii) Annual installments over a term certain as elected by the Participant not to exceed years.

___ (iii) Other: _____.

If applicable, amounts not vested at the time payments due under this Section cease will be:

__ Forfeited

__ Distributed at Separation from Service if vested at that time

(f) Change in Control Event

XX (i) A lump sum.

___ (ii) Annual installments over a term certain as elected by the Participant not the exceed ___years.

___ (iii) Other_____

___ (iv) Not applicable.

If applicable, amounts not vested at the time payments due under this Section cease will be:

___ Forfeited
___ Distributed at Separation from Service if vested at that time

7.4 De Minimis Amounts.

___ (a) Notwithstanding any payment election made by the Participant, the vested balance in the Deferred Compensation Account of the Participant will be distributed in a single lump sum payment at the time designated under the Plan if at the time of a permitted Qualifying Distribution Event that is either a Separation from Service, death, Disability (if applicable) or Change in Control Event (if applicable) the vested balance does not exceed $_____. In addition, the Employer may distribute a Participant's vested balance at any time if the

balance does not exceed the limit in Section 402(g)(l)(B) of the Code and results in the termination of the Participant's entire interest in the Plan.

XX (b) There shall be no pre-determined de minimis amount under the Plan; however, the Employer may distribute a Participant's vested balance at any time if the balance does not exceed the limit in Section 402(g)(l)(B) of the Code and results in the termination of the Participant's entire interest in the Plan.

10.1 Contractual Liability: Liability for payments under the Plan shall be the responsibility of the:

(a)Company.

(b) Employer or Participating Employer who employed the Participant when amounts were deferred.

14. Amendment and Termination of Plan: Notwithstanding any provision in this Adoption Agreement or the Plan to the contrary, Section _____ of the Plan shall be amended to read as provided in attached Exhibit _____.

XX There are no amendments to the Plan.

17.9 Construction: The provisions of the Plan shall be construed and enforced according to the laws of the Slate of Pennsylvania, except to the extent that such laws are superseded by ERISA and the applicable provisions of' the Code.

IN WITNESS WIILREOF, this Agreement bus been executed as of the day and year stated below.

Mylan International Holdings, Inc,

By: _____

Authorized Person

Date: 12/21/2007

Exhibit 10.27(b)

NOTE: Execution of this Adoption Agreement creates a legal liability of the Employer with significant tax consequences to the Employer and Participants. The Employer should obtain legal and tax advice from its professional advisors before adopting the Plan. Principal Life Insurance Company disclaims all liability for the legal and tax consequences which result from the elections made by the Employer in this Adoption Agreement.

Principal Life Insurance Company. Raleigh, NC 27612
A member of the Principal Financial Group®

THE EXECUTIVE NONQUALIFIED "EXCESS" PLAN

ADOPTION AGREEMENT

THIS AGREEMENT is the adoption by MYLAN INTERNATIONAL HOLDINGS, INC. (the "Company") of the Executive Nonqualified Excess Plan ("Plan").

WITHNESSETH:

WHEREAS, the Company desires to adopt the Plan as an unfunded, nonqualified deferred compensation plan; and

WHEREAS, the provisions of the Plan are intended to comply with the requirements of Section 409A of the Code and the regulations thereunder and shall apply to amounts subject to section 409A; and

WHEREAS, the Company has been advised by Principal Life Insurance Company to obtain legal and tax advice from its professional advisors before adopting the Plan,

NOW, THEREFORE, the Company hereby adopts the Plan in accordance with the terms and conditions set forth in this Adoption Agreement:

ARTICLE I

Terms used in this Adoption Agreement shall have the same meaning as in the Plan, unless some other meaning is expressly herein set forth. The Employer hereby represents and warrants that the Plan has been adopted by the Employer upon proper authorization and the Employer hereby elects to adopt the Plan for the benefit of its Participants as referred to in the Plan. By the execution of this Adoption Agreement, the Employer hereby agrees to be bound by the terms of the Plan.

ARTICLE II

The Employer hereby makes the following designations or elections for the purpose of the Plan:

2.6 Committee: The duties of the Committee set forth in the Plan shall be satisfied by:

XX (a) Company

___ (b) The administrative committee appointed by the Board to serve at the pleasure of the Board.

___ (c) Board.

___ (d) Other (specify):_____ .

2.8 Compensation: The "Compensation" of a Participant shall mean all of a Participant's:

___ (a) Base salary.

___ (b) Service Bonus.

___ (c) Performance-Based Compensation earned in a period of 12 months or more.

___ (d) Commissions.

___ (e) Compensation received as an Independent Contractor reportable on Form 1099.

XX (f) Other: **N/A**

2.9 Crediting Date: The Deferred Compensation Account of a Participant shall be credited with the amount of any Participant Deferral to such account at the time designated below:

___ (a) The last business day of each Plan Year.

___ (b) The last business day of each calendar quarter during the Plan Year.

___ (c) The last business day of each month during the Plan Year.

___ (d) The last business day of each payroll period during the Plan Year.

___ (e) Each pay day as reported by the Employer.

XX (f) Any business day on which Participant Deferrals are received by the Provider.

___ (g) Other: _____.

2.13 Effective Date:

XX (a) This is a newly-established Plan, and the Effective Date of the Plan is **December 28, 2007.**

___ (b) This is an amendment and restatement of a plan named _____with an effective date of _____. The Effective Date of this amended and restated Plan is _____This is amendment number _____.

___ (i) All amounts in Deferred Compensation Accounts shall be subject to the provisions of this amended and restated Plan.

___ (ii) Any Grandfathered Amounts shall be subject to the Plan rules in effect on October 3, 2004.

2.20 Normal Retirement Age: The Normal Retirement Age of a Participant shall be:

XX (a) Age **65 .**

___ (b) The later of age____or the _____anniversary of the participation commencement date. The participation commencement date is the first day of the first Plan Year in which the Participant commenced participation in the Plan.

___ (c) Other: _____ .

2.23 Participating Employer (s): As of the Effective Date, the following Participating Employer(s) are parties to the Plan:

Name of employer	Address	Telephone No.	EIN
Mylan International Holdings, Inc.	110 Lake St. St Albans, VT 05478	(724) 514-1800	03-0365823

2.26 Plan: The name of the Plan is:

The Executive Plan for Rajiv Malik

2.28 **Plan Year:** The Plan Year shall end each year on the last day of the month of **December**.

2.30 **Seniority Date:** The date on which a Participant has:

XX	(a)	Attained age **65.**
___	(b)	Completed ____ Years of Service from First Date of Service.
___	(c)	Attained age ____ and completed ____ Years of Service from First Date of Service.
___	(d)	Attained an age as elected by the Participant.
___	(e)	Not applicable - distribution elections for Separation from Service are not based on Seniority Date

4.1 **Participant Deferral Credits:** Subject to the limitations of Section 4.1 of the Plan, a Participant may elect to have his Compensation (as selected in Section 2.8 of this Adoption Agreement) deferred within the annual limits below by the following percentage or amount as designated in writing to the Committee:

___ (a) Base salary:

minimum deferral:

maximum deferral: $ _____ or

___ (b) Service Bonus:

minimum deferral:

maximum deferral: $ _____ or

___ (c) Performance-Based Compensation:

minimum deferral:

maximum deferral: $ _____ or

___ (d) Commissions:

minimum deferral: _____%

maximum deferral:$_____or_____%

___ (e) Form 1099 Compensation:

minimum deferral: _____%

maximum deferral: $_____or_____%

___ (f) Other:

minimum deferral:_____%

maximum deferral: $_____or_____%

XX (g) Participant deferrals not allowed:

4.2 Employer Credits: Employer Credits will be made in the following manner:

XX (a) **Employer Discretionary Credits:** The Employer may make discretionary credits to the Deferred Compensation Account of each Active Participant in an amount determined as follows:

XX (i) An amount determined each Plan Year by the Employer.

___ (ii) Other: _____.

___ (b) **Other Employer Credits:** The Employer may make other credits to the Deferred Compensation Account of each Active Participant in an amount determined as follows:

___ (i) An amount determined each Plan Year by the Employer.

___ (ii) Other: _____.

___ (c) Employer Credits not allowed.

5.2 Disability of a Participant:

XX (a) Participants may elect upon initial enrollment to have accounts distributed upon becoming Disabled.

___ (b) Participants may not elect to have accounts distributed upon becoming Disabled.

5.3 Death of a Participant: If the Participant dies while in Service, the Employer shall pay a benefit to the Beneficiary in an amount equal to the vested balance in the Deferred Compensation Account of the Participant determined as of the date payments to the Beneficiary commence, plus:

___ (a) An amount to be determined by the Committee.

___ (b) Other:_____.

XX (c) No additional benefits.

5.4 In-Service or Education Distributions: In-Service and Education Accounts are permitted under the Plan:

___ (a) In-Service Accounts are allowed with respect to:

___ Participant Deferral Credits only.
___ Employer Credits only.
___ Participant Deferral and Employer Credits.

In-service distributions may be made in the following manner:

___ Single lump slim payment.

___ Annual installments over a term certain not to exceed ___ years.

Education Accounts are allowed with respect to:
___ Participant Deferral Credits only.
___ Employer Credits only.
___ Participant Deferral and Employer Credits.

Education Accounts distributions may be made in the following manner:
___ Single lump sum payment.
___ Annual installments over a term certain not to exceed ___ years.

If applicable, amounts not vested at the time payments due under this Section cease will be:
___ Forfeited
___ Distributed at Separation from Service if vested at that time

XX (b) No In-Service or Education Distributions permitted.

5.5 Change in Control Event:

XX (a) Participants may elect upon initial enrollment to have accounts distributed upon a Change in Control Event.

___ (b) Participants may not elect to have accounts distributed upon a Change in Control Event.

5.6 Unforeseeable Emergency Event:

___ (a) Participants may apply to have accounts distributed upon an Unforeseeable Emergency event.

XX (b) Participants may not apply to have accounts distributed upon a Unforeseeable Emergency event.

6. Vesting: An Active Participant shall be fully vested in the Employer Credits made to the Deferred Compensation Account upon the first to occur of the following events:

XX (a) Normal Retirement Age.

XX (b) Death,

XX (c) Disability,

XX (d) Change in Control Event

___ (e) Other:

XX (f) Satisfaction of the vesting requirement as specified below:

XX Employer Discretionary Credits:

XX (i) Immediate 100% vesting.

___ (ii) 100% vesting after ___ Years of Service.

___ (iii) 100% vesting at age ___.

___ (iv) Number of Years of Service | Vested Percentage

Number of Years of Service	Vested Percentage
Less than 1	_%
1	_%
2	_%
3	_%
4	_%
5	_%
6	_%
7	_%
8	_%
9	_%
10 or more	_%

For this purpose, Years of Service of a Participant shall be calculated from the date designated below:

XX (1) First Day of Service.

___ (2) Effective Date of Plan Participation.

___ (3) Each Crediting Date. Under this option (3), each Employer Credit shall vest based on the Years of Service of a Participant from the Crediting Date on which each Employer Discretionary Credit is made to his or her Deferred Compensation Account.

[N/A] Other Employer Credits:

___ (i) Immediate 100% vesting.

___ (ii) 100% vesting after ___ Years of Service.

___ (iii) 100%vesting at age ___.

___ (iv) Number of Years of Service | Vested Percentage

Less than 1	_%
1	_%
2	_%
3	_%
4	_%
5	_%
6	_%
7	_%
8	_%
9	_%
10 or more	_%

For this purpose, Years of Service of a Participant shall be calculated from the date designated below:

___ (1) First Day of Service.

___ (2) Effective Date of Plan Participation.

___ (3) Each Crediting Date. Under this option (3), each Employer Credit shall vest based on the Years of Service of a Participant from the Crediting Date on which each Employer Discretionary Credit is made to his or her Deferred Compensation Account.

7.1 Payment Options: Any benefit payable under the Plan upon a permitted Qualifying Distribution Event may be made to the Participant or his Beneficiary (as applicable) in any of the following payment forms, as selected by the Participant in the Participation Agreement:

(a) Separation from Service prior to Seniority Date, or Separation from Service if Seniority Date is Not Applicable

XX (i) A lump sum.

___ (ii) Annual installments over a term certain as elected by the Participant not to exceed ____ years.

___ (iii) Other: _____.

(b) Separation from Service on or After Seniority Date, If Applicable

XX (i) A lump sum.

___ (ii) Annual installments over a term certain as elected by the Participant not to exceed years.

___ (iii) Other: _____.

(c) Separation from Service Upon a Change in Control Event

XX (i) A lump sum.

___ (ii) Annual installments over a term certain as elected by the Participant not to exceed years.

___ (iii) Other: _____.

(d) Death

XX (i) A lump sum.

___ (ii) Annual installments over a term certain as elected by the Participant not to exceed years.

___ (iii) Other: _____.

(e) Disability

XX (i) A lump sum.

___ (ii) Annual installments over a term certain as elected by the Participant not to exceed years.

___ (iii) Other: _____.

If applicable, amounts not vested at the time payments due under this Section cease will be:

__ Forfeited

__ Distributed at Separation from Service if vested at that time

(f) Change in Control Event

XX (i) A lump sum.

___ (ii) Annual installments over a term certain as elected by the Participant not the exceed ___years.

___ (iii) Other_____

___ (iv) Not applicable.

If applicable, amounts not vested at the time payments due under this Section cease will be:

___ Forfeited
___ Distributed at Separation from Service if vested at that time

7.4 De Minimis Amounts.

___ (a) Notwithstanding any payment election made by the Participant, the vested balance in the Deferred Compensation Account of the Participant will be distributed in a single lump sum payment at the time designated under the Plan if at the time of a permitted Qualifying Distribution Event that is either a Separation from Service, death, Disability (if applicable) or Change in Control Event (if applicable) the vested balance does not exceed $_____. In addition, the Employer may distribute a Participant's vested balance at any time if the balance does not exceed the limit in Section 402(g)(l)(B) of the Code and results in the termination of the Participant's entire interest in the Plan.

XX (b) There shall be no pre-determined de minimis amount under the Plan; however, the Employer may distribute a Participant's vested balance at any time if the balance does not exceed the limit in Section 402(g)(l)(B) of the Code and results in the termination of the Participant's entire interest in the Plan.

10.1 Contractual Liability: Liability for payments under the Plan shall be the responsibility of the:

(a)Company.

(b) Employer or Participating Employer who employed the Participant when amounts were deferred.

14. Amendment and Termination of Plan: Notwithstanding any provision in this Adoption Agreement or the Plan to the contrary, Section _____ of the Plan shall be amended to read as provided in attached Exhibit _____.

XX There are no amendments to the Plan.

17.9 Construction: The provisions of the Plan shall be construed and enforced according to the laws of the Slate of Pennsylvania, except to the extent that such laws are superseded by ERISA and the applicable provisions of' the Code.

IN WITNESS WIILREOF, this Agreement bus been executed as of the day and year stated below.

Mylan International Holdings, Inc,

By: /s/ David Kennedy

Authorized Person

Date: 12/21/2007

Exhibit 12.29(b)

Description of Amendments to the Retirement Benefit Agreement, dated January 27, 1995, between Mylan Inc. (the "Company") and C.B. Todd (the "Agreement")

In January 1998, the Board of Directors of the Company amended Section 3.3 of the Agreement (which is filed as Exhibit 10(b) to Form 10-K for the fiscal year ended March 31, 1995) to provide that, should Mr. Todd retire after March 31, 1996, he would receive $300,000 each year for fifteen years. Mr. Todd initially retired from the Company in May 1999, but returned to serve as President and Chief Operating Officer from 2001 to 2002 before retiring again, effective September 1, 2002. In October 2002, the Board of Directors of the Company again amended the Agreement, this time to increase Mr. Todd's retirement benefit by $150,000 per year, effective as of September 1, 2002, to a total of $450,000 per year.

Exhibit 10.4(d)

Privileged and Confidential

Award #

MYLAN INC.
2003 LONG-TERM INCENTIVE PLAN
NOTICE OF AWARD OF RESTRICTED STOCK UNITS

[Name] (the "Participant") has been granted, effective as of the grant date, an award of restricted stock units (the "Award") payable in shares of common stock (the "Shares") of Mylan Inc. (the "Company") pursuant to the Company's 2003 Long-Term Incentive Plan, as amended to date (the "Plan"). ***The Award is subject to the terms and conditions set forth below and in the Plan, which is a part of this Notice.***

1. Number of Restricted Stock Units (RSU'S): [__], where 1 RSU is equal to the right to receive [__] Share.

2. Vesting: Restrictions on the RSUs lapse (and shares will be released to the Participant) in accordance with the vesting schedule, subject to the terms of the Plan and this Notice.

3. Forfeiture: Subject to Sections 7.03 and 7.04 of the Plan, if the Participant's employment with the Company or any of its subsidiaries terminates for any reason, all RSUs shall be forfeited and returned to the Company, and all rights of the Participant with respect to such RSUs shall terminate.

4. Limitation Of Liability Of The Committee And Board Of Directors: The Participant agrees that the liability of the officers and the Board of Directors of the Corporation to the Participant under this Agreement shall be limited to those actions or failure to take actions which constitute self-dealing, willful misconduct or recklessness.

5. Governing Law: This Notice shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Exhibit 10.4(e)

Privileged and Confidential

Award #

MYLAN INC.
2003 LONG-TERM INCENTIVE PLAN
NOTICE OF AWARD OF RESTRICTED STOCK UNITS
- PERFORMANCE-BASED GRANT –

_____ (the "Participant") has been granted, effective as of the grant date, an award of restricted stock units (the "Award") payable in shares of common stock (the "Shares") of Mylan Inc. (the "Company" pursuant to the Company's 2003 Long-Term Incentive Plan, as amended to date (the "Plan"). ***The Award is subject to the terms and conditions set forth below and in the Plan, which is a part of this Notice.*** To the extent that there is a conflict between the terms of the Plan and this Agreement, the terms of the Plan shall govern.

1. Number of Restricted Stock Units (RSU's): [__], where 1 RSU is equal to the right to receive [__] Share.

2. Vesting and Forfeiture: On [date], (i) if the performance goals (the "Performance Goals") have been achieved, on an aggregate basis, at the level of [__]% or greater, the restrictions on the RSUs shall lapse (and such shares will be released to the Participant); (ii) if such Performance Goals have been achieved at the level of at least [__]% but less than [__]%, the restrictions on a pro rata amount of the RSUs (i.e., the total number of eligible Shares multiplied by the percentage of achievement) shall lapse (and such shares will be released to the Participant), and the remaining RSUs shall be forfeited to the Company; and (iii) if the Performance Goals have been achieved at any level less than [__]% of the goal, then all of the RSUs shall be forfeited to the Company.

3. Forfeiture: Subject to Sections 7.03 and 7.04 of the Plan, if the Participant's employment with the Company or any of its subsidiaries terminates for any reason, all RSUs shall be forfeited to the Company, and all rights of the Participant with respect to such RSUs shall terminate.

4. Limitation Of Liability Of The Committee And Board Of Directors: The Participant agrees that the liability of the officers and the Board of Directors of the Corporation to the Participant under this Agreement shall be limited to those actions or failure to take actions which constitute self-dealing, willful misconduct or recklessness.

5. Governing Law: The terms and conditions of this Notice shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Exhibit 10.4(i)

Option #

MYLAN INC.
2003 LONG-TERM INCENTIVE PLAN
STOCK OPTION AGREEMENT

_____ (the “Optionee”) is granted, effective as of the grant date, options (the “Options”) to purchase shares of Common Stock ("Common Stock" or "Shares") of Mylan Inc. (the "Option Shares") pursuant to the 2003 Long-Term Incentive Plan, as amended to date (the “Plan”) of Mylan Inc. (the "Corporation"). ***The Options are subject to the terms and conditions set forth below and in the Plan, which is a part of this Stock Option Agreement*** **(the “Agreement”).** To the extent that there is a conflict between the terms of the Plan and this Agreement, the terms of the Plan shall govern. Any term not defined herein shall have the meaning assigned to such term in the Plan.

1. **Exercise Price:** $_____ per Option Share.

2. **Number of Option Shares: _____**

3. Type of Option: _____

4. **Vesting:** The Options granted hereunder will become vested in accordance with the vesting schedule, subject to the terms of the Plan and this Notice.

5. **Exercise of Option:** Options may be exercised in accordance with the rules contained in Article VI, Section 6.04 *Option Exercise Procedures*, of the Plan.

6. **Expiration Date:** Subject to earlier termination upon the occurrence of certain events related to the termination of the Optionee’s employment as provided in Section 6.03(e) of the Plan, the Options granted hereunder shall expire at 12:01 a.m. Eastern Standard Time on the tenth (10th) annual anniversary of the grant date, unless earlier exercised. This agreement does not constitute an employment contract.

7. **Change in Control:** Notwithstanding anything to the contrary in the Plan, in the event of a Change in Control (as defined in the Plan), any unvested Options granted pursuant to this Agreement shall vest as follows:

a) With respect to each unvested Option that is assumed or substituted in connection with a Change in Control, in the event of a termination of the Optionee's employment or service during the 24-month period following such Change in Control (i) without Cause or (ii) by the Optionee for Good Reason, such Option shall become fully vested and exercisable as of such termination of employment. Cause and Good Reason shall have the meanings assigned to such terms in the Mylan Inc. Severance Plan (or any successor plan), unless the Optionee is entitled to severance benefits under a Transition and Succession Agreement or an Employment Agreement, in which case the definitions in such agreement, if any, shall apply.

b) For purposes of this Section 7, an Option shall be considered assumed or substituted for if, following the Change in Control, the Option remains subject to the same terms and conditions that were applicable to the Option immediately prior to the Change in Control (including vesting conditions) except as set forth in this Section 7 and except that the Option instead confers the right to receive publicly traded equity securities of the acquiring entity or the ultimate parent company which results from the Change in Control.

c) With respect to each unvested Option that is not assumed or substituted in connection with a Change in Control, immediately upon the occurrence of the Change in Control, such Option shall become fully vested and exercisable.

d) Notwithstanding any other provision of the Plan, in the event of a Change in Control, the Committee may, in its discretion, provide that each Option shall, immediately upon the occurrence of a Change in Control, be cancelled in exchange for a payment in cash or securities in an amount equal to (i) the excess of the consideration paid per Share in the Change in Control over the exercise price (if any) per Share subject to the Option multiplied by (ii) the number of Shares then outstanding under the Option.

8. **Limitation Of Liability Of The Committee And Board Of Directors:** The Optionee agrees that the liability of the officers and the Board of Directors of the Corporation to the Optionee under this Agreement shall be limited to those actions or failure to take actions which constitute self-dealing, willful misconduct or recklessness.

9. **Law Governing:** This Agreement shall be governed by and construed under the internal laws of the Commonwealth of Pennsylvania.

Exhibit 10.4(j)

Privileged and Confidential

Award #

MYLAN INC.
2003 LONG-TERM INCENTIVE PLAN
NOTICE OF AWARD OF RESTRICTED STOCK UNITS

[Name] (the "Participant") has been granted, effective as of the grant date, an award of restricted stock units (the "Award") payable in shares of common stock (the "Shares") of Mylan Inc. (the "Company") pursuant to the Company's 2003 Long-Term Incentive Plan, as amended to date (the "Plan"). ***The Award is subject to the terms and conditions set forth below and in the Plan, which is a part of this Notice.***

1. Number of Restricted Stock Units (RSUs): _____, where 1 RSU is equal to the right to receive [__] Share.

2. Vesting: Restrictions on the RSUs lapse (and shares will be released to the Participant) in accordance with the vesting schedule, subject to the terms of the Plan and this Notice.

3. Forfeiture: Subject to Sections 7.03 and 7.04 of the Plan, if the Participant's employment with the Company or any of its subsidiaries terminates for any reason, all RSUs shall be forfeited and returned to the Company, and all rights of the Participant with respect to such RSUs shall terminate.

4. Change in Control: Notwithstanding anything to the contrary in the Plan, in the event of a Change in Control (as defined in the Plan), any unvested Awards granted pursuant to this Agreement shall vest as follows:

a) With respect to each unvested Award that is assumed or substituted in connection with a Change in Control, in the event of a termination of the Participant's employment or service during the 24-month period following such Change in Control (i) without Cause or (ii) by the Optionee for Good Reason, such Award shall become fully vested and exercisable as of such termination of employment. Cause and Good Reason shall have the meanings assigned to such terms in the Mylan Inc. Severance Plan (or any successor plan), unless the Participant is entitled to severance benefits under a Transition and Succession Agreement or an Employment Agreement, in which case the definitions in such agreement, if any, shall apply.

b) For purposes of this Section 4, an Award shall be considered assumed or substituted for if, following the Change in Control, the Award remains subject to the same terms and conditions that were applicable to the Award immediately prior to the Change in Control (including vesting conditions) except as set forth in this Section 4 and except

that the Award instead confers the right to receive publicly traded equity securities of the acquiring entity or the ultimate parent company which results from the Change in Control.

c) With respect to each unvested Award that is not assumed or substituted in connection with a Change in Control, immediately upon the occurrence of the Change in Control, such Award shall become fully vested and exercisable.

d) Notwithstanding any other provision of the Plan, in the event of a Change in Control, the Committee may, in its discretion, except as would otherwise result in adverse tax consequences under Code Section 409A, provide that each Award shall, immediately upon the occurrence of a Change in Control, be cancelled in exchange for a payment in cash or securities in an amount equal to (i) the excess of the consideration paid per Share in the Change in Control over the purchase price (if any) per Share subject to the Award multiplied by (ii) the number of Shares then outstanding under the Award.

e) Notwithstanding the foregoing, for each Award that constitutes deferred compensation under Section 409A of the Code, a Change in Control shall be deemed to have occurred under the Plan with respect to such Award only if a change in the ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company shall also be deemed to have occurred under Section 409A of the Code.

5. Limitation Of Liability Of The Committee And Board Of Directors: The Participant agrees that the liability of the officers and the Board of Directors of the Corporation to the Participant under this Agreement shall be limited to those actions or failure to take actions which constitute self-dealing, willful misconduct or recklessness.

6. Governing Law: This Notice shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Exhibit 10.4(k)

Privileged and Confidential

Award #

MYLAN INC.
2003 LONG-TERM INCENTIVE PLAN
NOTICE OF AWARD OF RESTRICTED STOCK UNITS
- PERFORMANCE-BASED GRANT -

_____ (the "Participant") has been granted, effective as of the grant date, an award of restricted stock units (the "Award") payable in shares of common stock (the "Shares") of Mylan Inc. (the "Company" pursuant to the Company's 2003 Long-Term Incentive Plan, as amended to date (the "Plan"). ***The Award is subject to the terms and conditions set forth below and in the Plan, which is a part of this Notice.*** To the extent that there is a conflict between the terms of the Plan and this Agreement, the terms of the Plan shall govern.

1. Number of Restricted Stock Units (RSUs): _____, where 1 RSU is equal to the right to receive [__] Share.

2. Vesting and Forfeiture: On [date], (i) if the performance goals (the "Performance Goals") have been achieved, on an aggregate basis, at the level of [__]% or greater, the restrictions on the RSUs shall lapse (and such shares will be released to the Participant); (ii) if such Performance Goals have been achieved at the level of at least [__]% but less than [__]%, the restrictions on a pro rata amount of the RSUs (i.e., the total number of eligible Shares multiplied by the percentage of achievement) shall lapse (and such shares will be released to the Participant), and the remaining RSUs shall be forfeited to the Company; and (iii) if the Performance Goals have been achieved at any level less than [__]% of the goal, then all of the RSUs shall be forfeited to the Company.

3. Forfeiture: Subject to Sections 7.03 and 7.04 of the Plan, if the Participant's employment with the Company or any of its subsidiaries terminates for any reason, all RSUs shall be forfeited to the Company, and all rights of the Participant with respect to such RSUs shall terminate.

4. Change in Control: Notwithstanding anything to the contrary in the Plan, in the event of a Change in Control (as defined in the Plan), any unvested Awards granted pursuant to this Agreement shall vest as follows:

a) With respect to each unvested Award that is assumed or substituted in connection with a Change in Control, in the event of a termination of the Participant's employment or service during the 24-month period following such Change in Control (i) without Cause or (ii) by the Optionee for Good Reason, such Award shall become fully vested and exercisable as of such termination of employment and any performance conditions imposed with respect to Awards shall be deemed to be achieved at target

performance levels. Cause and Good Reason shall have the meanings assigned to such terms in the Mylan Inc. Severance Plan (or any successor plan), unless the Participant is entitled to severance benefits under a Transition and Succession Agreement or an Employment Agreement, in which case the definitions in such agreement, if any, shall apply.

b) For purposes of this Section 4, an Award shall be considered assumed or substituted for if, following the Change in Control, the Award remains subject to the same terms and conditions that were applicable to the Award immediately prior to the Change in Control (including vesting conditions) except as set forth in this Section 4 and except that the Award instead confers the right to receive publicly traded equity securities of the acquiring entity or the ultimate parent company which results from the Change in Control.

c) With respect to each unvested Award that is not assumed or substituted in connection with a Change in Control, immediately upon the occurrence of the Change in Control, such Award shall become fully vested and exercisable and any performance conditions imposed with respect to Awards shall be deemed to be achieved at target performance levels.

d) Notwithstanding any other provision of the Plan, in the event of a Change in Control, the Committee may, in its discretion, except as would otherwise result in adverse tax consequences under Code Section 409A, provide that each Award shall, immediately upon the occurrence of a Change in Control, be cancelled in exchange for a payment in cash or securities in an amount equal to (i) the excess of the consideration paid per Share in the Change in Control over the purchase price (if any) per Share subject to the Award multiplied by (ii) the number of Shares then outstanding under the Award.

e) Notwithstanding the foregoing, for each Award that constitutes deferred compensation under Section 409A of the Code, a Change in Control shall be deemed to have occurred under the Plan with respect to such Award only if a change in the ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company shall also be deemed to have occurred under Section 409A of the Code.

5. Limitation Of Liability Of The Committee And Board Of Directors: The Participant agrees that the liability of the officers and the Board of Directors of the Corporation to the Participant under this Agreement shall be limited to those actions or failure to take actions which constitute self-dealing, willful misconduct or recklessness.

6. Governing Law: The terms and conditions of this Notice shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Portions of this exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request. Omissions are designated as ***.

Exhibit 10.53(b)

Mylan Institutional Inc. (the "**Purchaser**")
c/o Mylan Inc.

1500 Corporate Drive

Canonsburg PA 15317

United States of America

Mylan Laboratories Limited (the "**India Purchaser**")
Plot No. 564-A-22, Road No. 92, Jubilee Hills
Hyderabad - 500 034
Andhra Pradesh, India

Strides Pharma Asia Pte Ltd (formerly known as Agila Specialties Asia Pte Ltd) ("**Strides Singapore**")

8 Cross Street

#10-00 PWC Building

Singapore 048424

Strides Arcolab Limited ("**SAL**")

201, Devavrata

Sector 17

Navi Mumbai 400703

India

Arun Kumar

Strides House

Bilekahalli

Bannerghatta Road

Bangalore 560076

India

Pronomz Ventures LLP

Star 2 Opp. IIMB

Bilekahalli

Bannerghatta Road

Bangalore 560076

India

together, the "**Parties**".

Dated: December 4, 2013

Completion Deed with an effective date of 27 February 2013 by and among the Purchaser, Strides Singapore, SAL, Arun Kumar and Pronomz Ventures LLP (each of Arun Kumar and Pronomz Ventures LLP being a "Promoter" and together the "Promoters") relating to the Agila Global SPA and the Agila India SPA (the "Completion Deed")

Unless the context requires otherwise, capitalised terms not defined in this deed (this "**Completion Deed Amendment**") shall have the meanings given to them in the Completion Deed (as applicable). The Parties agree that this Completion Deed Amendment, which is made as a deed, shall constitute a Transaction Document for the purposes of the Agreements (including for purposes of Clause 16.10, Clause 16.11 and Schedule 8 of the Agila Global SPA and the Agila India SPA, as the case may be).

1. AMENDMENT TO COMPLETION DEED

1.1 The parties hereby agree that the following clause shall, with effect from the date of this Completion Deed Amendment, be added to Clause 7 of the Completion Deed:

"7.8 Each of the Parties hereto acknowledge and agree to the limitation on liability set out in clauses 1.3 and 1.4 of Appendix 34 of the Global SPA."

1.2 The parties hereby agree that the following clauses shall, with effect from the date of this Completion Deed Amendment, be added to Clause 10 of the Completion Deed:

"10.5 The Parties agree that the Regulatory Deposit (as defined in the India SPA) shall be held and released in accordance with the terms of the Regulatory Escrow Side Letter. The Parties agree that the Regulatory Fund and the Regulatory Deposit are intended to cover the ***."

"10.6 ***

For purposes of this Clause 10.6, the following definitions shall apply:

***

***

***

***

***

***

2. **NOTICES**

The provisions in Clause 17 (*Notices*) of each of the Agreements shall apply to this Completion Deed Amendment *mutatis mutandis*.

3. **MISCELLANEOUS**

3.1 Any delay by any Party in exercising, or any failure to exercise, any right or remedy under this Completion Deed Amendment shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any rights or remedy under this Completion Deed Amendment or otherwise shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. No waiver of this Completion Deed Amendment or of any provision hereof will be effective unless it is in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver or any right or default hereunder shall be effective only in the instance given and will not operate as or imply a waiver of any other or similar right or default on any subsequent occasion.

3.2 The rights, powers and remedies provided in this Completion Deed Amendment are cumulative and not exclusive of any power, rights and remedies provided by Applicable Law or otherwise.

3.3 This Completion Deed Amendment shall be binding on and be for the benefit of the successors, personal representatives and permitted assigns of the Parties.

3.4 No variation of this Completion Deed Amendment shall be effective unless it is in writing (which, for this purpose, does not include email) and signed by or on behalf of the Parties. For this purpose, the term "**variation**" shall, in each case, include any variation, supplement, amendment, deletion or replacement however effected.

3.5 Save as otherwise expressly provided herein, no term of this Completion Deed Amendment shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Completion Deed Amendment.

3.6 The provisions of Clauses 16.2, 16.3 and 16.4 (*Confidentiality*) of the Agila Global SPA shall apply to this Completion Deed Amendment *mutatis mutandis*.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

3.7 Each Party confirms on behalf of itself and its Affiliates that this Completion Deed Amendment and the Transaction Documents represent the entire understanding, and constitute the whole agreement, in relation to their subject matter and supersede any previous agreement between the parties with respect thereto.

3.8 The Parties shall pay their own costs in connection with the preparation and negotiation of this Completion Deed Amendment.

3.9 This Completion Deed Amendment was negotiated in English and, to be valid, all certificates, notices, communications and other documents made in connection with it shall be in English. If all or any part of this Completion Deed Amendment or any such certificate, notice, communication or other document is for any reason translated into any language other than English the English text shall prevail.

3.10 Each Party understands English and is content for all communications relating to this Completion Deed Amendment to be served on it

in English.

3.11 If at any time any provision of this Completion Deed Amendment shall be held to be illegal, void, invalid or unenforceable in whole or in part under any enactment or rule of law in any jurisdiction, then:

3.11.1 such provision shall:

(A) to the extent that it is illegal, void, invalid or unenforceable be given no effect and shall be deemed not to be included in this Completion Deed Amendment; and

(B) not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Completion Deed Amendment; or the legality, validity or enforceability under the law of any other jurisdiction of such provision or any other provision of this Completion Deed Amendment; and

3.11.2 the Parties shall use all reasonable endeavours to replace such a provision with a valid and enforceable substitute provision which carries out, as closely as possible, the intentions of the Parties under this Completion Deed Amendment.

3.12 Any date or period may be extended by mutual agreement between the Parties, but time shall be of the essence as regards any date or period originally fixed or any date or period extended pursuant to this paragraph.

3.13 This Completion Deed Amendment may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when executed and delivered constitutes an original of this Completion Deed Amendment, but all the counterparts shall together constitute one and the same instrument.

3.14 Without prejudice to the Seller Guarantee or clause 4 of this Completion Deed Amendment, the Parties agree that the obligations and liability of SAL, Strides Singapore and each of the Promoters under the Transaction Documents to which they are party shall be several and not joint and several.

4. **GOVERNING LAW AND JURISDICTION**

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

4.1 This Completion Deed Amendment and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with Clause 18 of the Agila Global SPA as if that Clause was set out in full in this Completion Deed Amendment *mutatis mutandis*.

4.2 Any disputes arising out of or in connection with this Completion Deed Amendment shall be resolved in accordance with Clause 19 of the Agila Global SPA as if that Clause was set out in full in this Completion Deed Amendment *mutatis mutandis*. For the avoidance of doubt, this Completion Deed Amendment shall be a "Related Agreement" for the purposes of Clause 19 of the Agila Global SPA and the Agila India SPA and for the purposes of this Completion Deed Amendment, each of the Agila Global SPA and the Agila India SPA shall be a “Related Agreement”.

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

IN WITNESS whereof this **DEED** has been executed by the Parties and delivered as a deed on [•] 2013.

EXECUTED as a DEED and DELIVERED on behalf of

AGILA SPECIALTIES ASIA PTE LTD,

/s/ Nasser Kabir
Director

a company incorporated in the Republic of Singapore, by Mr. Tan Kia Yew,

being a person who, in accordance with the laws of that territory, is acting under the authority of the company

in the presence of:
Signature of Witness /s/ Marc Perkins

Name of Witness (in BLOCK CAPITALS) MARC PERKINS

Address of Witness 6 Burmester Road
London SW17 OJN
UNITED KINGDOM

EXECUTED as a DEED and DELIVERED on behalf of

STRIDES ARCOLAB LIMITED,

/s/ Nasser Kabir
Authorised Signatory

a company incorporated in the Republic of

India, by NASSER KABIR,

being a person who, in accordance with the laws of that territory, is

acting under the authority of the company

in the presence of:
Signature of Witness /s/ Marc Perkins

Name of Witness (in BLOCK CAPITALS) MARC PERKINS

Address of Witness 6 Burmester Road
London SW17 OJN
UNITED KINGDOM

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

EXECUTED as a DEED and DELIVERED on behalf of

MYLAN INSTITUTIONAL INC.,

/s/ Brian Byala
Authorised Signatory

a company incorporated in the State of

Illinois, United States of America, by BRIAN BYALA,

being a person who, in accordance with the laws of that territory, is acting under the authority of the company

in the presence of:
Signature of Witness /s/ C. Don Clay Jr.

Name of Witness (in BLOCK CAPITALS) C. DON CLAY JR.

Address of Witness 4 Times Square
New York, NY 10036

EXECUTED as a DEED and DELIVERED on behalf of

MYLAN LABORATORIES LIMITED,

/s/ B. Hari Babu
Authorised Signatory

a company incorporated in India, by _____,

being a person who, in accordance with the laws of that territory, is acting under the authority of the company

in the presence of:
Signature of Witness /s/ B. Nagaraj Goud

Name of Witness (in BLOCK CAPITALS) B. NAGARAJ GOUD

Address of Witness Company Secretary
Mylan Laboratories Limited
Hyderabad, INDIA

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

PROMOTERS

EXECUTED as a DEED and DELIVERED by

	)	
ARUN KUMAR	)	
	)	/s/ Arun Kumar
	)	Promoter

in the presence of:

Signature of Witness	/s/ Vinod Kumar
Name of Witness (in BLOCK CAPITALS)	VINOD KUMAR
Address of Witness	Strides House, opp. IIM-B Bilekahalli, Bannerghatta Road Bangalore 560076

EXECUTED as a DEED and DELIVERED		
on behalf of	)	
	)	
PRONOMZ VENTURES LLP	)	/s/ Arun Kumar
		Partner

a limited liability partnership incorporated in India, by ARUN KUMAR, being a person who, in accordance with the laws of that territory, is acting under the authority of the limited liability partnership

in the presence of:

	/s/ Vinod Kumar
Name of Witness (in BLOCK CAPITALS)	VINOD KUMAR
Address of Witness	Strides House, opp. IIM-B Bilekahalli, Bannerghatta Road Bangalore 560076

*** Denotes confidential information that has been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

EXHIBIT 12.1

Mylan Inc.

Statement of Computation of Ratios of Earnings to Fixed Charges and Preferred Stock Dividends

	Year Ended				
(In thousands), except for ratios	**2013**	**2012**	**2011**	**2010**	**2009**
Earnings before income taxes and non-controlling interest	$ 747,340	$ 804,079	$ 654,636	$ 355,944	$ 226,975
Add: Loss from equity affiliates	22,414	16,865	—	22	(1,196)
Add: Fixed charges	326,823	321,786	348,032	342,851	330,018
Add: Amortization of capitalized interest	—	—	—	—	351
Total earnings	$ 1,096,577	$ 1,142,730	$ 1,002,668	$ 698,817	$ 556,148
Fixed charges:					
Interest expensed	$ 313,336	$ 308,699	$ 335,944	$ 331,462	$ 318,496
Appropriate portion of rentals	13,487	13,087	12,088	11,389	11,522
Total fixed charges	$ 326,823	$ 321,786	$ 348,032	$ 342,851	$ 330,018
Ratio of earnings to fixed charges	**3.36**	**3.55**	**2.88**	**2.04**	**1.69**
Earnings before income taxes and non-controlling interest	$ 747,340	$ 804,079	$ 654,636	$ 355,944	$ 226,975
Add: Loss from equity affiliates	22,414	16,865	—	22	(1,196)
Add: Fixed charges and preferred stock dividends	326,823	321,786	348,032	468,045	469,053
Add: Amortization of capitalized interest	—	—	—	—	351
Total earnings	$ 1,096,577	$ 1,142,730	$ 1,002,668	$ 824,011	$ 695,183
Fixed charges:					
Interest expensed	$ 313,336	$ 308,699	$ 335,944	$ 331,462	$ 318,496
Appropriate portion of rentals	13,487	13,087	12,088	11,389	11,522
Preferred stock dividend requirement	—	—	—	125,194	139,035
Total fixed charges and preferred stock dividends	$ 326,823	$ 321,786	$ 348,032	$ 468,045	$ 469,053
Ratio of earnings to fixed charges and preferred stock dividends	**3.36**	**3.55**	**2.88**	**1.76**	**1.48**

EXHIBIT 21

Subsidiaries

Name	State or Country of Organization
Mylan Pharmaceuticals Inc.	West Virginia
Mylan Technologies, Inc.	West Virginia
Mylan Institutional Inc.	Illinois
Mylan LLC	Delaware
Mylan Caribe, Inc.	Vermont
Mylan International Holdings, Inc.	Vermont
MLRE LLC	Pennsylvania
Synerx Pharma, LLC	Pennsylvania
MP Air, Inc.	West Virginia
American Triumvirate Insurance Company	Vermont
Somerset Pharmaceuticals, Inc.	Delaware
Mylan Bertek Pharmaceuticals Inc.	Texas
Agila Especialidades Farmaceutica Ltda	Brazil
Agila Farmaceutica Participacoes Ltda	Brazil
Agila Marketing e Distribuicao de Produtos Hospitalares Ltda	Brazil
MP Laboratories (Mauritius) Ltd.	Mauritius
Mylan Singapore Pte. Ltd.	Singapore
Mylan Pharmaceuticals ULC	Canada
QD Pharmaceuticals ULC	Canada
Agila Jamp Canada Inc.	Canada
Agila Specialties Pharma Corporation	Canada
Agila Specialties Americas Ltd.	Cyprus
Agila Specialties (Holdings) Cyprus Ltd.	Cyprus
Onco Laboratories Ltd.	Cyprus
Mylan Australia Pty Ltd.	Australia
Mylan Australia Holding Pty Ltd.	Australia
Agila Australasia Pty Ltd.	Australia
Catalist Pty Ltd.	Australia
Mylan Delaware Inc.	Delaware
Mylan LHC Inc.	Delaware
Mylan Bermuda Ltd.	Bermuda
Mylan Luxembourg L3 S.C.S.	Luxembourg
Mylan Luxembourg L4 S.C.S.	Luxembourg
Mylan Luxembourg 1 S.a r.l.	Luxembourg
Mylan Luxembourg 2 S.a r.l.	Luxembourg
Mylan Luxembourg 3 S.a r.l.	Luxembourg
Mylan Luxembourg 6 S.a r.l.	Luxembourg
Mylan Luxembourg 7 S.a r.l.	Luxembourg
Mylan Luxembourg 8 S.a r.l.	Luxembourg
Mylan Luxembourg 9 S.a r.l.	Luxembourg
Mylan (Gibraltar) 1 Ltd.	Gibraltar
Mylan (Gibraltar) 2 Ltd.	Gibraltar

Name	State or Country of Organization
Mylan (Gibraltar) 3 Ltd.	Gibraltar
Mylan (Gibraltar) 4 Ltd.	Gibraltar
Mylan (Gibraltar) 5 Ltd.	Gibraltar
Mylan (Gibraltar) 6 Ltd.	Gibraltar
Mylan (Gibraltar) 7 Ltd.	Gibraltar
Mylan (Gibraltar) 8 Ltd.	Gibraltar
Mylan (Gibraltar) 9 Ltd.	Gibraltar
Mylan dura GmbH	Germany
Mylan S.A.S.	France
Mylan Generics France Holding S.A.S.	France
Mylan EMEA S.A.S.	France
Mylan FCT	France
Mylan, Lda	Portugal
Laboratorios Anova - Produtos Famaceuticos, LDA	Portugal
Societe de Participation Pharmaceutique S.A.S.	France
Generics [U.K.] Ltd.	United Kingdom
Mylan Pharma UK Ltd.	United Kingdom
Agila Specialties Investment Ltd.	United Kingdom
Agila Specialties UK Ltd.	United Kingdom
McDermott Laboratories Ltd.	Ireland
Mylan Investments Ltd.	Ireland
Mylan Pharma Holdings Ltd.	Ireland
Mylan Pharma Group Ltd.	Ireland
Mylan Pharma (Canada) Ltd.	Canada
Mylan Institutional LLC	Delaware
Mylan Pharma Acquisition Ltd.	Ireland
Mylan Teoranta	Ireland
Mylan Ireland Ltd.	Ireland
Mylan Ireland Holdings Ltd.	Ireland
Mylan B.V.	Netherlands
Arcana Arzneimittel GmbH	Austria
Mylan S.p.A.	Italy
Qualimed S.A.S.	France
Mylan Pharmaceuticals S.A.	Morocco
Generics Pharma Hellas E.P.E.	Greece
Mylan GmbH	Switzerland
Mylan Holdings GmbH	Switzerland
Mylan BVBA	Belgium
Mylan Group B.V.	Netherlands
Xixia Pharmaceuticals (Pty) Ltd.	South Africa
SCP Pharmaceuticals (Pty) Ltd.	South Africa
Mylan (Proprietary) Ltd.	South Africa
Mylan Pharmaceuticals S.L.	Spain
Prasfarma Oncologicos S.L.	Spain
Scandinavian Pharmaceuticals-Generics AB	Sweden

Name	State or Country of Organization
Scandpharm Marketing AB	Sweden
Mylan OY	Finland
Mylan AB	Sweden
Mylan ApS	Denmark
Mylan AS	Norway
Farma Plus AS	Norway
Genpharm General Partner, Inc.	New York
Genpharm Limited Partner, Inc.	New York
Mylan Pharmaceuticals Private Ltd.	India
Mylan Laboratories India Private Ltd.	India
Agila Specialties Private Ltd.	India
Onco Therapies Ltd.	India
Mylan Seiyaku Ltd.	Japan
Alphapharm Pty Ltd.	Australia
Mylan New Zealand Ltd.	New Zealand
Pacific Pharmaceuticals Ltd.	New Zealand
Agila (NZ) Pty Ltd.	New Zealand
EMD, Inc.	Delaware
Dey, Inc.	Delaware
Dey Limited Partner LLC	Delaware
Mylan Specialty L.P.	Delaware
Mylan Special Investments LLC	Delaware
Mylan Special Investments II, LLC	Delaware
Mylan Special Investments III, LLC	Delaware
Mylan Special Investments IV, LLC	Delaware
Mylan Special Investments V, LLC	Delaware
RCF 4, LLC	Delaware
Mylan Securitization LLC	Delaware
Mylan Investment Holdings 4 LLC	Delaware
Mylan Investment Holdings 5 LLC	Delaware
Mylan Investment Holdings 6 LLC	Delaware
Mylan Sp. Z.o.o.	Poland
Agila Specialties Polska sp. Zo.o	Poland
Mylan s.r.o.	Slovakia
Mylan d.o.o.	Slovenia
Mylan Pharmaceuticals s.r.o.	Czech Republic
Mylan Kft.	Hungary
Mylan Hungary Kft.	Hungary
Mylan Pharmaceuticals LLC	Ukraine
Mylan Laboratories Ltd.	India
Matrix Laboratories BVBA	Belgium
Matrix Laboratories Singapore (Pte.) Ltd.	Singapore
Agila Specialties Global Pte. Ltd.	Singapore
Mylan Laboratories, Inc.	Delaware
Matrix Pharma Group (Xiamen) Ltd.	People’s Republic of China

Name	State or Country of Organization
Jiangsu Matrix Pharmaceutical Chemical Ltd.	People’s Republic of China
Matrix Laboratories (Xiamen) Ltd.	People’s Republic of China
Mylan (Taiwan) Ltd.	Taiwan Province of China
Astrix Laboratories Ltd.	India
Docpharma BVBA	Belgium
Aktuapharma NV	Belgium
Apothecon B.V.	Netherlands
DAA Pharma S.A.	Switzerland
Hospithera NV	Belgium
Agila Specialties Inc.	New Jersey
Sagent Agila LLC	Wyoming

EXHIBIT 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-35887, 333-43081, 333-65327, 333-65329, 333-111076 and 333-186933 on Form S-8, Registration Statement No. 333-189297 on Form S-3, and Registration Statement No. 333-193062 on Form S-4 of our reports dated February 27, 2014, relating to the consolidated financial statements and consolidated financial statement schedule of Mylan Inc. and subsidiaries (the "Company") and the effectiveness of the Company's internal control over financial reporting, appearing in this Annual Report on Form 10-K of Mylan Inc. for the year ended December 31, 2013.

/s/ DELOITTE & TOUCHE LLP
Pittsburgh, Pennsylvania
February 27, 2014

EXHIBIT 31.1

Certification of Principal Executive Officer Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, Heather Bresch, certify that:

1. I have reviewed this Form 10-K of Mylan Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of the annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Heather Bresch
Heather Bresch
Chief Executive Officer
(Principal Executive Officer)
Date: February 27, 2014

EXHIBIT 31.2

Certification of Principal Financial Officer Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, John D. Sheehan, certify that:

1. I have reviewed this Form 10-K of Mylan Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ John D. Sheehan
John D. Sheehan
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)
Date: February 27, 2014

EXHIBIT 32

CERTIFICATIONS OF PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Form 10-K of Mylan Inc. (the "Company") for the year ended December 31, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned, in the capacities and on the date indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 27, 2014

/s/ Heather Bresch

Heather Bresch
Chief Executive Officer
(Principal Executive Officer)

/s/ John D. Sheehan

John D. Sheehan
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

The foregoing certification is being furnished in accordance with Securities and Exchange Commission Release No. 34-47551 and shall not be considered filed as part of the Form 10-K.