

**FIFTH AMENDMENT TO THE
CONSULTING AGREEMENT**

between

ACTAVIS PHARMA, INC.

and

ALTIER CONSULTING LLC

This Fifth Amendment ("Amendment") by and between Altier Consulting LLC ("Consultant") and Actavis Pharma, Inc. ("Company") which the parties acknowledge is an affiliate of Actavis Kadian LLC ("Actavis") amends that certain Consulting Services Agreement ("Agreement") dated June 23, 2011 as amended, between Actavis and Consultant, is effective as of July 1, 2014 between the parties.

1. Definitions. All capitalized terms without definition have the meanings ascribed to them in the Agreement, as amended.

2. Amendment.

(a) Section 6 of the Agreement, as amended is hereby further amended to extend the term of the Agreement through December 31, 2014.

(b) The Work Scope Section of Exhibit A of the Agreement, as amended, is hereby further amended to include the following Services:

As of July 1, 2014, Consultant shall provide the following additional Services:

- Provide marketing support for established products through the integration of the Forest organization
- Ensure appropriate support and assessment of established product opportunities until a formal marketing support structure is in place
- Such other relevant matters with Consultant's expertise as may arise and as may be requested by Actavis and the respective Actavis management team from time to time

(c) Section (i) of the Consideration Section on Exhibit A of the Agreement, as amended, is hereby deleted in its entirety and replaced with the following language:

"In consideration for Services provided, Company shall pay Consultant (a) an hourly rate of One Hundred Sixty and 00/100 Dollars (\$160.00). Notwithstanding the foregoing, Consultant shall obtain prior written approval from Company (i) before working more than one hundred seventy-three hours in any given month while this Agreement is in effect; and/or (ii) in the event Consultant's total compensation is set to exceed One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) during the term of this Agreement. Consultant's monthly compensation payment, if undisputed, shall

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EXHIBIT
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be payable in full without deduction of any kind within thirty (30) days of receipt of an invoice from Consultant.”

- 3. Entire Agreement: Amendment.** The remainder of the Agreement, as amended, remains in full force and effect. This Amendment and the Agreement, as amended, including the attached Exhibits contain the entire understanding of the parties with respect to the subject matter and supersede all previous verbal and written letters, agreements, representations and warranties. In the event of any conflict among the terms and provisions of this Amendment and the Agreement, as amended, the Amendment shall control.

IN WITNESS WHEREOF, Company and Consultant have executed this Amendment on the dates set forth below.

ALTIER CONSULTING LLC

ACTAVIS PHARMA, INC.



Name: Jennifer Altier

Name: Steven Closter

Title: Consultant

Title: V.P., Marketing, Urology and Dermatology

Tax ID: 452-537-834/000

Burke, Elaine

From: JDE_System
Sent: Wednesday, August 27, 2014 7:57 AM
To: Burke, Elaine
Subject: Order Approved O2 97046

RE: Approved Order

Order: O2 97046
Vendor: 105509 JENNIFER ALTIER
CER No:

Line #	Qty	Unit Cost	Total Cost	Item / Description
1.000	.00	.00	110,000.00	FIFTH AMENDMENT CONSULTING SVC

CC: 520225 Derm/Legacy Overhead
Acct: 7640 Other Outside Serv
Promised Date: 12/31/2014

The above order has been approved at all required levels and will be processed through for ordering.

Cordially,
Purchasing Department