

**SECOND AMENDMENT TO THE
CONSULTING AGREEMENT**

between

WATSON PHARMA, INC.

and

ALTIER CONSULTING LLC

This Second Amendment ("Amendment") by and between Altier Consulting LLC ("Consultant") and Watson 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 between Actavis and Consultant, is effective as of January 1, 2013 between the parties.

1. **Definitions.** All capitalized terms without definition have the meanings ascribed to them in the Agreement, as amended.
2. **Amendment.**
 - (a) Watson Pharma, Inc., with an address at Morris Corporate Center III, 400 Interpace Parkway, Parsippany, New Jersey 07054, shall be substituted for Actavis Kadian LLC as a party to this Agreement with the same force and effect as if originally named therein. Watson Pharma, Inc. agrees to be bound by the terms and conditions of the Agreement, as amended. All references to "Actavis" in the Agreement, as amended, shall hereafter be deemed to refer to Watson Pharma, Inc.
 - (b) Section 6 of the Agreement, as amended is hereby further amended to extend the term of the Agreement through June 30, 2013.
 - (c) The Work Scope Section of Exhibit A of the Agreement, as amended is hereby further amended to delete the Moxduo® Project services and replace them with the following Services:

Pain Franchise Project:

Consultant will serve provide Marketing Director services, and in such capacity Consultant shall provide the following Services:

- Develop marketing and tactical plan(s) for KADIAN® and other pain product(s) as assigned by the company's VP, marketing
- Product management services for assigned products including development/refreshment of sales materials, budget expense tracking, sales force communication, participation in sales force meetings/webex, vendor management, market research activities
- Manage marketing budget for KADIAN® and other pain product(s) as assigned by the company's VP, marketing;

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- Drive process for the creation of the promotional campaign, including key messages, creative concepts and tactical execution;
- Work with Business Development/Marketing on viability of Pain Franchise for Actavis and assess strategic value of potential in-licensing candidate products
- Provide strategic and tactical assistance with other Actavis brand products as requested by the company's VP, marketing.

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

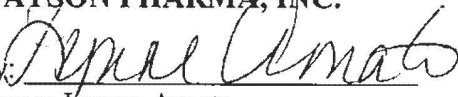
“In consideration for Services provided Actavis shall pay Consultant (a) an hourly rate of One Hundred Fifty-Five and 00/100 Dollars (\$155.00) for the first eighty-seven (87) hours worked in a month; and (b) an hourly rate of Seventy-Seven and 50/100 Dollars (\$77.50) thereafter. Notwithstanding the foregoing, Consultant shall obtain prior written approval from Actavis before working more than one hundred seventy-three hours in any given month while this Agreement is in effect. Consultant's monthly compensation payment, if undisputed, shall be payable in full without deduction of any kind within thirty (30) days of receipt of an invoice from Consultant.”

(e) Section (ii) of the Consideration Section on Exhibit A of the Agreement, as amended, shall be deleted in its entirety.

3. **Acknowledgment.** Company and Consultant acknowledge and agree that Consultant may have access to the Short-Term Incentive for the period January 25, 2012 through and including December 31, 2012. Company and Consultant further acknowledge that Consultant shall not be entitled to a short-term incentive payment for the period January 1, 2013 through and including June 30, 2013.
4. **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.

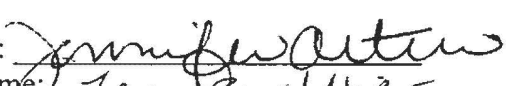
IN WITNESS WHEREOF, Company and Consultant have executed this Amendment on the dates set forth below.

WATSON PHARMA, INC.

By: 
 Name: Lynne Amato
 Title: VP, Brand Marketing
 Date:

2/4/13

ALTIER CONSULTING LLC

By: 
 Name: Jennifer Altier
 Title: Partner
 Date:

2/4/13

Elaine M Burke

From: JDE_System
Sent: Tuesday, February 05, 2013 4:06 PM
To: Elaine M Burke
Subject: Order Approved O2 71705

RE: Approved Order

Order: 02 71705
Vendor: 105509 JENNIFER ALTIER
CER No:

Line #	Qty	Unit Cost	Total Cost	Item / Description
1.000	.00	.00	80,910.00	JAN-JUNE 2013 CONSULTING SVS-K

Desc 2: 2ND AMEND TO CNSLTG AGRE
CC: 503200 Brand- Other
Acct: 7640 Other Outside Serv
Promised Date: 06/30

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

Cordially,
Purchasing Department